



TERMS AND CONDITIONS

1. Complete Agreement. These Terms and Conditions (Terms) are incorporated by reference and made an integral part of the Quote, Order, shipping request, or similar request with Seller and Buyer. In these Terms, Seller means, collectively, North American Builders Supply, as applicable, and their affiliates, and Buyer means, collectively, the persons or entities listed on the Quote and Order. These Terms represent the final and complete agreement of the parties, and these Terms apply to all, including future, sales of goods and services by Seller, as far as not modified or excluded by express written agreement by an officer of Seller. Buyer is deemed to have accepted the Terms at each time he/she/it places an order with Seller or executes a Quote, Order, shipping request, or similar request with Seller. Buyer's only opportunity to reject the Terms is to not place an order with Seller or execute a Quote, Order, shipping request, or similar request with Seller. Any terms and conditions contained in Buyer's documentation, *including, but not limited to, his/her/its' Quote, Order, shipping request, or similar request*, shall not be binding on Seller, unless such terms and conditions explicitly state the intent to modify these Terms and are consented to in writing by an officer of Seller. The forgoing provision applies despite Seller's actual or constructive knowledge of existing contradictory terms and conditions.
2. Quote and Order.
 1. Seller shall initially provide Buyer with a written estimate (the Quote) of the goods Buyer intends to purchase (the Goods). Such Quote shall be good for three (3) days from the date noted on the Quote, unless agreed to otherwise in writing by Seller and Buyer.
 2. Buyer shall accept the Quote via execution of the Quote or execution of a separate, formal purchase order, job summary, or agreement (in each such case, the Quote becoming an Order, and a separate, formal purchase order, job summary, or agreement also an Order). In the event of any conflicting terms between a Quote and an Order, the terms of the Order shall control. **Buyer shall be responsible to Seller for ensuring the accuracy of the terms required by Buyer on any Order, including any applicable submitted specifications, and for giving Seller any necessary information relating to the Goods or related services to enable Seller to perform these Terms.**
 3. Seller's employees or agents are not authorized to make any representations or warranties concerning the Goods or related services, unless confirmed by an officer of Seller in writing. In entering into these Terms, Buyer acknowledges that it does not

rely on, and waives any claim for breach of any such representations or warranties which are not so confirmed. Any advice or recommendation given by Seller, its employees, or its agents to Buyer, including advice as to storage, application, or use of the Goods or related services, is followed or acted upon entirely at Buyer's own risk, and, accordingly, Seller shall not be liable for any such advice or recommendation.

4.

Seller reserves the right, and Buyer agrees that Seller may, allocate and/or substitute items available to it in the market for the Goods at the time of the Order. In the case of such allocation and/or substitution, Buyer may refuse such allocation and/or substitution at the time of delivery or pick-up, as applicable, and shall no longer have any obligations to remit the Purchase Price to Seller; if Buyer accepts delivery or picks up such allocations and/or substitutions, or accepts such allocations and/or substitutions in writing prior to delivery or pick-up, Buyer shall be deemed to have accepted such allocations and/or substitution as if they were the originally-ordered Goods.

5.

Any typographical, clerical, or other error or omission, determined in Seller's sole judgment in any sales literature, Quote, price list, Order, invoice, or other document or information issued by Seller shall be subject to correction without any liability on the party of Seller.

3.

4. Cancellation of Order. NO ORDER MAY BE CANCELLED OR CHANGED BY BUYER, EXCEPT BY SELLER'S EXPRESS WRITTEN CONSENT. If Seller does not consent in writing to Buyer's cancellation of the Order, Buyer shall remain liable for the full payment of the Purchase Price, and shall continue to be subject to the late fees and interest provisions contained herein. If the Order provides for Goods which are subject of a special order, such that the Goods are not part of Seller's existing product range or inventory, then Seller shall be entitled to cancel the Order without any liability whatsoever to Buyer if the Seller is unable to manufacture the requested special order Goods in accordance with Buyer's provided specifications. If Buyer makes any voluntary arrangement with its creditors, becomes subject to an administration, goes into liquidation, an encumbrancer takes possession of assets, a receiver is appointed over Buyer, if Buyer ceases to or threatens to cease to carry on business, or Seller takes the reasonable view that any of the aforementioned events is likely to occur and notifies Buyer accordingly, then without prejudice to any other right or remedy available to it, Seller shall be entitled to cancel the Order without any liability to Buyer.

5.

Delivery. Buyer may indicate on the Order whether the Goods are to be picked up at Seller's place of business or delivered to Buyer. Buyer acknowledges that Seller's products (and/or the materials used in the production of the products) are purchased on the market, and can therefore be subject to delays in deliveries or supply shortages, and Seller shall not be liable to Buyer in any way for any delays in Goods availability or delivery. Seller shall have the right, in its sole discretion, to schedule and reschedule all delivery and pick-up dates. SELLER SHALL NOT BE LIABLE, IN ANY WAY, TO BUYER FOR DELAYS IN EXPECTED DELIVERY DATES, PICK-UP DATES, SHIPPING DATES, LEAD TIMES, OR THE LIKE.

Any statements, written or oral, by Seller regarding delivery dates, pick-up dates, shipping dates, lead times, or the like, shall not be binding on Seller, and shall only constitute a non-binding estimate. Time for delivery or pick-up shall not be of the essence. The Goods may be delivered by Seller in advance of the estimated delivery date on the Quote only upon giving reasonable notice to Buyer. Buyer shall have an agent at the location for delivery of the Goods on the delivery date. In the case Buyer fails to have an agent at the location for delivery of the Goods on the delivery date, Seller may, in its sole option, still deliver the Goods, and Seller shall have no liability for such delivery without Buyer's agent present.

Where the Goods are to be delivered in installments, each delivery shall constitute a separate contract, and the Seller may invoice separately for each installment. Failure by Seller to deliver any one or more of the installments, or any claim by Buyer in respect of any one or more installments, shall not entitle Buyer to treat the Terms, including, but not limited to, the Order, as a whole, as repudiated. Buyer may elect to pick up the Goods from Seller once notified by Seller that the Goods are ready for delivery or pick-up. Once notified by Seller that the Goods are ready for delivery or pick-up, and if Buyer indicates it wishes to pick-up the Goods or fails to respond to Seller's notification, Seller may elect, in its sole discretion, to (i) deliver the Goods to Buyer as provided for herein, or (ii) Buyer shall have twenty one (21) days from Seller's original notification that the Goods are ready for delivery or pick-up (Storage Period) in which to pick up the Goods from Seller. Seller shall not be responsible for the Goods after the Storage Period, and Goods remaining with Seller after the Storage Period may (i) be subject to a storage fee assessed by Seller, or (ii) taken back into Seller's inventory and no longer be available to Buyer.

6.

Risk of Loss and Title to Goods. Risk of loss or damage to the Goods shall pass to Buyer at: (i) in the case of delivery of the Goods somewhere other than the Seller's, when Seller tenders delivery of the Goods to Buyer, Buyer's agent, or a carrier, as applicable; (ii) in the case Buyer, Buyer's agent, or a carrier, is designated to pick-up the Goods from Seller, at the time Seller notifies Buyer that the Goods are available for pick-up. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms, title to the Goods shall not pass to Buyer until Seller has received in readily available, cleared funds or cash, payment in full of all amounts owed from Buyer to Seller (including, but not limited to, the Purchase Price, any interest, late fees, or storage charges owed pursuant to these Terms, and any other amounts owed from Buyer to Seller for other goods and/or services). Until such time as title for the Goods passes to Buyer pursuant to the terms and conditions hereof, Buyer shall hold the Goods as Seller's fiduciary agent and bailee, and shall keep the Goods separate from the goods of Buyer and third parties, properly stored, protected, insured, and identified. Buyer hereby irrevocably authorizes Seller or its representatives to enter upon any of Buyer's premises to search for the Goods, repossess the Goods, and, if Seller so chooses, resell the Goods.

7.

Shortage and Non-Conforming Goods Claims. Any claim for a shortage of Goods or that such delivered or picked-up Goods are non-conforming must be made to Seller in writing within one (1) business day of the date of the delivery or pick-up of the Goods (a Claim). A failure to provide Seller notice of the Claim within one (1) business day of the date of the delivery or pick-up of the Goods shall constitute Buyer's complete acceptance of the Goods

in the manner, amount, and conformity delivered. Should Buyer timely submit a Claim to Seller, Seller shall have a commercially reasonable period of time in which to remedy such Claim. Buyer shall give Seller reasonable access to his/her/its facilities or relevant job site in order to inspect the Goods in order to remedy the Claim. A failure of Buyer to provide Seller reasonable access to his/her/its facilities or relevant job site shall constitute a waiver of the Claim, and Seller shall not be liable to Buyer for any shortages in or non-conformity of the Goods in such event.

8.

Purchase Price and Payment.

1.

The Purchase Price shall be the price for the Goods listed on the Order. In the event no price for the Goods is listed on the Order, the Purchase Price shall be the price listed on Seller's standard price list current as of the date of the Order. The Purchase Price shall not include taxes, levies, or charges against the Goods and/or related services, nor shall it include freight, delivery, or transportation charges or taxes, and Buyer shall be responsible for the payment of all taxes, levies, or charges against the Goods and/or related services, and freight, delivery, and transportation charges and taxes.

2.

Seller shall provide Buyer an invoice, detailing all charges and amounts then due and owed from Buyer to Seller, including, but not limited to, the Purchase Price, any applicable storage fees, interest, transportation charges, delivery charges, late fees (the Invoice). All Invoices are due and payable within thirty (30) days following Seller's delivery of the Invoice to Buyer, or pursuant to any other payment terms listed on the Order. The time of payment of the Invoice shall be of the essence of these Terms.

3.

If Buyer fails to make any Invoice payment when due hereunder, Seller shall be entitled, cumulatively, to all rights and remedies available to it, and, without limitation, the following rights and remedies:

1.

All amounts due under the Invoice shall be charged a late fee equal to one 50/100th percent (1.5%) of the total amount due under the Invoice, until payment in full of the Invoice is received by Seller;

2.

All amounts due under the Invoice shall bear interest at a rate equal to eighteen percent (18%) per year of the total amount due under the Invoice, or the maximum rate of interest allowed under applicable law, whichever is greater, until payment in full of the Invoice is received by Seller;

3.

Seller shall be entitled to apply any payments from Buyer in proportion to various Invoices, to some Invoices, to a single Invoice, to some Goods, to a single Goods, or however Seller deems fit, in its sole discretion;

4.

Seller may decline to fulfill other Orders or Quotes, or stop delivery or pick-up on the current Order;

4.

IN THE EVENT BUYER FAILS TO REMIT INVOICE PAYMENT WHEN DUE PURSUANT TO THE TERMS HEREOF, IN ADDITIONAL TO ALL OTHER RIGHTS AND REMEDIES OF SELLER, WHICH SHALL BE CUMULATIVE, BUYER SHALL BE LIABLE TO SELLER FOR ALL COSTS OF COLLECTION, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS. THIS FEE SHIFTING PROVISION IS IN ADDITION TO, AND NOT AN AMENDMENT OR RESTRICTION, OF THE ATTORNEY FEE PROVISION CONTAINED IN SECTION 13.I HEREOF.

1. Purchase and Sale of Accounts Receivable: For the consideration hereinafter set forth and subject to the terms and conditions contained herein, Seller hereby may agree to sell, transfer, convey, assign and/or deliver to Factor as absolute owner thereof, and Factor hereby agrees to purchase and receive from Seller all of Seller's right, title and interest in and to certain accounts receivable arising from the furnishing of materials or the rendering of labor by Seller in Seller's ordinary course of business. For all purposes hereof, the term "Accounts Receivable" is intended to mean and include each account created as a result of the sale of goods and/or services furnished pursuant to and in compliance with a contract between Seller and its customers, and all accounts as defined under the Uniform Commercial Code of Illinois as in effect from time to time. In addition to the Accounts Receivable purchased, Seller shall be deemed to have sold and assigned all incidental rights with respect thereto, including any guarantees.

Your Loans or Factor are subject to BlueTape/CBW BANK conditions;

Your Loans (as defined below) under this Agreement (as defined below) are offered by CBW BANK.

Financing Summary

Maximum Loan Amount The aggregate amount of credit which may be extended to you in one or more Loans under this Agreement (which may be modified by BlueTape from time to time).	Fixed Fee The dollar amount each Loan will cost you. For example: if the Loan matures in <ul style="list-style-type: none"> - 30 days, an amount equal to 0% of the initial principal of the applicable Loan; - 60 days, an amount equal to 1% per month of the initial principal of the applicable Loan; - 90 days, an amount equal to 1.34% per month of the initial principal of the applicable Loan; or - 120 days, an amount equal to 1.5% per month of the initial principal of the applicable Loan.
Outstanding Amounts The Outstanding Balances of all Loans (which may be updated from time to time to reflect subsequent Loans and other amounts outstanding).	Notwithstanding anything herein to the contrary, the Fixed Fees set forth above are subject to change and shall be set at the applicable monthly Fixed Fee set forth in app.bluetape.com .

Agreement Summary

Purchaser	Name: _____ Address: _____ Purchaser Representative: _____
Lender	Name: CBW Bank Address: PO Box 287, Weir, KS 66781
Seller	Name: <North American Builders Supply Inc> Address: <1111 S Bridge St, Yorkville, IL>
Approval Date <i>The date on which you will receive email and/or text message from BlueTape informing you that you have approved for BlueTape credit.</i>	Guarantor(s) Each person or entity that owns 25% or more of the Purchaser and certain other persons from time to time (as required by BlueTape)
Disbursement Date(s) <i>The date on which any Net Loan Proceeds are disbursed to the Seller to finance a Purchase.</i>	Net Loan Proceeds This amount will be distributed directly to the Seller to finance a Purchase (as may be updated from time to time to reflect Loans after the date hereof).

Prior Financing Balance (if applicable, as may be updated from time to time to reflect Loans issued after the date hereof).	Final Payment Date for each Loan 30, 60, 90, or 120 days after the applicable Disbursement Date for each Loan as selected by the Purchaser. It may be updated (i) in app.bluetape.com with the written consent of the Purchaser and BlueTape and (ii) from time to time to reflect Loans issued after the date hereof.
Repayment Start Date	30 days after each Disbursement Date for weekly payment loans; or 60, 90 or 120 days after the Disbursement Date for single-payment loans, as selected by the Purchaser.

Terms and Conditions

[BlueTape Credit] is a trade credit program for BlueTape, Inc.'s (together with any affiliate or subsidiary thereof, "**BlueTape**") customers, who may apply for and receive commercial-purpose trade credit, issued by CBW BANK (collectively, the "**Program**"). **Any Credit issued to you is originated by CBW Bank, and unless transferred or assigned by CBW Bank, CBW Bank is the creditor of the Credit.**

This BlueTape Credit Agreement ("**Agreement**") is between you and Bank (defined below). As used in this Agreement, "**Bank**," "**we**," "**us**" and "**our**" refers to CBW BANK, a Kansas state-chartered bank, and its service providers, which may include BlueTape. "**Purchaser**," "**you**" and "**your**" refer to the entity listed in the Agreement Summary box above (the "**Agreement Summary**") that has received one or more commercial extensions of Trade Credit through the Program pursuant to this Agreement (each extension of Trade Credit, a "**Credit**").

Subject to the terms and conditions of this Agreement, Bank has agreed to extend one or more Credits to you in an aggregate amount not to exceed the Maximum Credit Amount in connection with funding Purchases. In return for any Credit that you receive from Bank, you agree to pay to Bank the aggregate outstanding principal balance (the "**Outstanding Principal**") with respect to such Credit *plus* all Fixed Fees *plus* all Obligations (as defined below) that are due but unpaid in connection with such Credit (collectively, the "**Outstanding Balance**") in accordance with the terms and conditions of this Agreement. Your Credit terms are summarized in the boxes above and described in detail in the Agreement.

1. Definitions

"**Approval Date**" means the date that you and Bank enter into this Agreement. The Approval Date is found in the Agreement Summary box above and will say "TBD" if you are reviewing as part of your application.

“**Bank**,” “**we**” and “**us**” have the meaning set forth in the introduction. Bank is the originator and creditor of your Credits.

“**BlueTape**” has the meaning set forth in the introduction.

“**BlueTape Account**” means the account used by you (as Purchaser) pursuant to the Customer Agreement for Purchaser.

“**Credit**” has the meaning found in the introduction.

“**Customer Agreement for Purchaser**” means the Customer Agreement for Purchaser agreed to by you and BlueTape, as may be amended from time to time.

“**Disbursement Date**” means the date on which any Net Credit Proceeds are disbursed to the Seller to finance a Purchase.

“**Dispute**” has the meaning set forth in Section 15.

“**Final Payment Date**” means the date, as specified in the Agreement Summary above, on which the Outstanding Balance of any Credit is due and payable in full; provided that the Final Payment Date may be modified with the written consent of BlueTape.

“**Fixed Fee**” means the one-time fee assessed by Bank and represents the total cost of any applicable Credit. The Fixed Fee is specified in app.bluetape.com.

“**Governmental Authority**” means any governmental or self-regulatory body that has jurisdiction over you, us, or the Program, including: (i) any federal, state, local, foreign or other court; and (ii) any governmental department, bureau, or agency.

“**Linked Bank Account**” means any transaction account linked to your BlueTape Account.

“**Maximum Credit Amount**” has the meaning found in the introduction; provided that the Maximum Credit Amount may be modified with the written consent of BlueTape.

“**Net Credit Proceeds**” is the Outstanding Principal with respect to any applicable Credit. The Net Credit Proceeds represents the actual amount of funds that will be disbursed to the Seller to finance a Purchase. The Net Credit Proceeds is specified in the Agreement Summary box above.

“**Obligations**” has the meaning set forth in Section 5.

“**Outstanding Amounts**” means the Outstanding Balance of all Credits under this Agreement. The Outstanding Amounts represent the total amount of obligations that you are obligated to repay Bank at any given point with respect to all Credits.

“**Outstanding Balance**” has the meaning given to such term in the introduction. The Outstanding Balance represents the total amount of obligations that you are obligated to repay to Bank at any given point in time with respect to a Credit.

“**Party**” means Purchaser or Bank, each individually, and the “**Parties**”, means Purchaser and Bank collectively.

“Payment Amount” means the amount due to Bank by Payment Due Date, beginning on the Repayment Start Date, as specified in app.bluetape.com.

“Payment Due Date” means the date, as specified in app.bluetape.com, for which such Payment Amount is due.

“Principal Owner” means, with respect to a legal entity: (1) each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interests of the legal entity; and (2) any individual with significant responsibility for managing the legal entity, such as an executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer) or any other individual who regularly performs similar functions.

“Proceeds” means (i) anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; (ii) any rights and claims arising from the Property; and (iii) any collections and distributions on account of the Property.

“Property” means all personal property, whether tangible or intangible, that you purchase, in part or in full, with the Credit governed by this Agreement and that you own or have sufficient rights in which to transfer an interest, and includes (i) all parts, accessories, repairs, replacements, improvements, and accessions to such property; (ii) any original evidence of title or ownership; and (iii) all obligations that support the payment or performance of the property.

“Purchase” means any purchase, made for permitted business purposes, all or part of which is financed with the Net Credit Proceeds.

“Purchaser,” “you” and “your” have the meaning set forth in the introduction.

“Repayment Start Date” means the first Payment Due Date. Your Repayment Start Date is specified in the Agreement Summary box above.

“Seller” the entity creates invoice for material you purchased from them or services provided to you, or issue sales order or quote for material and/or service you requested.

2. Information About Your Credits; Conditions

Bank may extend one or more Credits to you, subject to the terms and conditions of this Agreement. Each Credit is a revolving loan and may be reborrowed once repaid. The extension of each Credit is subject to the following conditions precedent: (i) the aggregate outstanding principal of all Credits (after giving effect to such requested borrowing) shall not exceed the Maximum Credit Amount, (ii) BlueTape shall have received the Purchase invoice for which such Credit relates, and (iii) BlueTape shall have received such other documents, information, notices and/or instruments as it shall request. The amount of funds you will receive with respect to each Credit is equal to the Net Credit Proceeds. You agree that the Net Credit Proceeds will be disbursed to the Seller to finance a Purchase.

3. Repaying Your Credits

- (a) **Repayment Periods.** You agree to pay to us (i) the Payment Amount with respect to the applicable Credit by each Payment Due Date, and (ii) the Outstanding Balance in full by the Final Payment Date applicable to such Credit.

- (b) **Repayment Method.** Your payments must be made in U.S. dollars in a form acceptable to us. Conforming payments can be made in the following ways:
- (i) **Automatic Payment.** You may voluntarily enroll in automatic payments. By enrolling in automatic payments, you represent and warrant that you are legally authorized to use the deposit account provided at enrollment for such automatic payments. You authorize us to debit your Linked Bank Account in an amount equal to the Payment Amount on the Payment Due Date. If we are unable to successfully debit your Linked Bank Account or if we are notified that your Linked Bank Account has insufficient funds to complete the debit, we may re-attempt to debit your Linked Bank Account as necessary to obtain your Payment Amount. You agree that we will have no liability if we cannot successfully debit your Linked Bank Account or if your Linked Bank Account has insufficient funds when we attempt (or re-attempt) to debit your Linked Bank Account. You may change your Linked Bank Account at any time with prior written notice to us; provided, however, that we are not responsible for any fees or losses you suffer that result from erroneous Linked Bank Account information provided by you, or due to the timing of the change.
 - (ii) **Manual Electronic Payments.** You may choose to manually make electronic payments. By choosing this method, you will be required to authorize us to debit your deposit account for a stated amount each time you want to make a payment. If we are unable to successfully debit your deposit account or if we are notified that your deposit account has insufficient funds to complete the debit, we may re-attempt to debit your deposit account as necessary to obtain your Payment Amount. You agree that we will have no liability if we cannot successfully debit your deposit account or if your deposit account has insufficient funds when we attempt (or re-attempt) to debit your deposit account.
 - (iii) **Check Payments.** You may also choose to send a check to BlueTape at the address provided to you by BlueTape from time to time. You agree that we will have no liability if we cannot successfully cash your check or if you have insufficient funds when we attempt to cash your cash.
 - (iv) **Payments to Seller.** If you make payments to Seller, Seller may remit those payments to BlueTape in order to reduce the Outstanding Amounts hereunder. BlueTape may, but is not obligated, to seek remissions of such payments from the Seller.
- (c) **NACHA Rules.** You acknowledge and agree to be bound by the National Automated Clearing House Association's rules for business-related ACH debits and credits.
- (d) **Return Payment Fees.** You may be assessed returned payment fees related to any insufficient funds transactions.
- (e) **Order of Payments.** Any Credit repayments will first be applied toward charges that are neither the Fixed Fee nor Outstanding Balance of such Credit, if applicable. The remainder of each payment will then reduce the unpaid amount of the Fixed Fee, if any, and then the Outstanding Balance of such Credit.
- (f) **Early Repayment.** You may repay your Outstanding Balance in full or in part at any time without penalty. Any partial prepayment will not excuse or reduce any later

scheduled payment until the Outstanding Balance is paid in full. You will still owe the full amount of the Fixed Fee with respect to such Credit documented in this Agreement.

- (g) **Refunds.** Unless otherwise required by law, if we refund any amounts to you, we may choose to make the refund by reducing the Outstanding Balance you owe under this Agreement or by making a direct payment to you. If a refund reduces the Outstanding Balance of any Credit, the reduction of the Outstanding Balance of such Credit will be treated as a partial prepayment.
- (h) **Late Payment Fees.** You may be assessed late payment fees if payment is made more than three (3) days after the Payment Due Date. Late payment fees are 1% of the Outstanding Balance with a minimum late payment fee of \$25 and a maximum late payment fee of \$100.

4. Cancellation

- (a) **Voluntary Cancellation.** You may withdraw your application up to 48 hours after you have applied for a Credit. If we approve your loan application within your 48-hour withdrawal period, then you may cancel your Credit and this Agreement up until the end of the 48-hour period. After the 48-hour period has passed, you will not be able to cancel your Credit or this Agreement. If you cancel your Credit and this Agreement, we will debit the Outstanding Amounts from your BlueTape Account or your Linked Bank Account, as applicable. Your Credit will not be deemed canceled if the debit to your BlueTape Account or your Linked Bank Account is unsuccessful.
- (b) **Cancellation Due to Unsuccessful Funds Transfer.** If we are unable to transfer your Credit funds to the Seller, we will use reasonable efforts to contact the Seller to resolve the matter. If within a reasonable time the Seller has not (i) responded to our request or (ii) otherwise given us instructions to initiate a successful transfer, this Agreement will be canceled.

5. Your Obligations

- (a) As long as any portion of the Outstanding Amounts remains outstanding, you will:
 - (i) Cooperate fully with us to take all actions necessary to meet each obligation in this Agreement and to enable us to exercise our rights under this Agreement, including by:
 - (1) Providing a full response to us within two (2) business days of receiving a request for information about your business (including financial and bank account statements, transaction files, and any other information related to your business's payment processing volumes) or your compliance with this Agreement;
 - (2) Promptly signing documents that we deem necessary; and
 - (3) Permitting us and our agents, Purchasers, and designees to enter your premises at any reasonable time during the term of this Agreement for the purposes of verifying your compliance with this Agreement.

- (ii) Comply with the Customer Agreement for Purchaser and applicable card network rules.
 - (iii) Maintain your BlueTape Account in good standing.
- (b) As long as any portion of the Outstanding Amounts remains outstanding you agree to not, without the prior written consent of Bank:
 - (i) Engage in any business activities that are substantially different in nature or character from your current business as in existence on the Approval Date.
 - (ii) Materially decrease or otherwise limit the types or quantities of products and services that you offer as of the Approval Date.
 - (iii) Materially decrease or otherwise limit the number or type of physical and online sales channels used by your business as of the Approval Date.
 - (iv) Allow another party to assume or take over the operation or control of your business or business location, whether physical or virtual.
 - (v) Sell, dispose, convey, or otherwise transfer any of your business or assets (other than in the ordinary course of business).
 - (vi) Terminate your BlueTape Account.

6. Purchase Money Security Interest. As security for your obligation to pay the Outstanding Amounts, along with the payment and performance of all your other obligations under this Agreement, including, but not limited to: (i) reasonable attorney's fees and expenses under Section 12, and (ii) any fees or expenses related to a bankruptcy or other insolvency proceeding under Section 12 (collectively, the "**Obligations**") you hereby grant to us a security interest in the Property and all Proceeds of the Property.

7. Security Interest

- (a) **Collateral.** As security for your obligation to pay the Outstanding Amounts, along with the payment and performance of all Obligations under this Agreement you hereby grant to us a security interest in the following, whether existing now or in the future, and wherever located:
 - (i) All accounts and payment intangibles (as those terms are defined in the Uniform Commercial Code as in effect in the State of Kansas);
 - (ii) your BlueTape Account and all funds held therein from time to time; and
 - (iii) all proceeds of any of the aforementioned items.
- (b) **Bank as Controller of BlueTape Account.** As a result of the security interest you grant to us, as long as any portion of the Outstanding Amounts remains outstanding, your BlueTape Account will be under the sole control of Bank. Until a default under this Agreement occurs, Bank allows you and your agents to withdraw funds from the BlueTape Account.

- (c) **Perfecting Security Interest.** Bank and its service providers will have the exclusive rights to:
- (i) Require that any bank or securities intermediary where any collateral is located acknowledge Bank's security interest in and control of the collateral.
 - (ii) Direct and provide instructions to such bank or securities intermediary as to the disposition of the account collateral to fulfill your obligations under this Agreement.
- (d) **Financing Statements.** In addition, you authorize us to file at any time (and from time to time) any financing statements describing the collateral set forth above, along with all amendments to financing statements, continuation financing statements, and all other documents and instruments, for the purpose of perfecting and maintaining the priority of our security interest in such collateral.
- (e) **Duties Toward Collateral.** You will protect the collateral and our interest against any competing claim. You will not sell, offer to sell, license, lease, or otherwise transfer or encumber the collateral without our prior written consent. Any disposition of the collateral will violate our rights, unless the collateral is inventory sold in the ordinary course of business at fair market value. If the collateral includes chattel paper or instruments, either as original collateral or as proceeds of the Property, you will record our interest on the face of the chattel paper or instruments. If the collateral includes accounts, you will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without our prior written consent. You will collect all accounts in the ordinary course of business, unless otherwise required us. You will keep the proceeds of the accounts, and any goods returned to you, in trust for us and will not commingle the proceeds or returned goods with any of your other property. We have the right to require you to pay us the full price on any returned items. We may require account debtors to make payments under the accounts directly to us. You will deliver the accounts to us at our request. You will give us all statements, reports, certificates, lists of account debtors (showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as we request.
- (f) **Authority to Perform.** You authorize us to do anything we deem reasonably necessary to protect the collateral and our interest in the collateral. If you fail to perform any of your duties under this Agreement, we are authorized, without notice to you, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the collateral and take any action to realize the value of the Property. Our authority to perform for you does not create an obligation to perform, and our failure to perform will not preclude us from exercising any other rights under the law or this Agreement. If we perform for you, we will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the collateral. If we come into possession of the collateral, we will preserve and protect the collateral to the extent required by law. Our duty of care with respect to the collateral will be satisfied if we exercise reasonable care in the safekeeping of the collateral or in the selection of a third party in possession of the collateral. We may enforce the obligations of an account debtor or other person obligated on the collateral. We may exercise your rights with respect to the account debtor's or

other person's obligations to make payment or otherwise render performance to you, and enforce any security interest that secures such obligations.

8. Personal Guarantor.

- (a) In consideration of this Agreement, Guarantor agrees to unconditionally and irrevocably personally guaranty the payment of all amounts due under the Agreement (such amounts, the “**Guaranteed Obligations**”) upon demand without requiring us to proceed first against you or any other person or entity liable on the Agreement, but may require Guarantor to make immediate payment of all of the Guaranteed Obligations when due, whether by maturity, acceleration or otherwise, or at any time thereafter.
- (b) Guarantor shall make all payments to us on the Guaranteed Obligations free and clear of, and without deduction or withholding for or on account of, any setoff, counterclaim, defense, duties, taxes, levies, imposts, fees, deductions, withholding, restrictions or conditions of any kind.
- (c) Unless and until the indefeasible payment and satisfaction in full of the Guaranteed Obligations in immediately available funds and the termination of this Agreement and financing arrangements of BlueTape with you, Guarantor (a) hereby irrevocably and unconditionally waives and relinquishes (i) all statutory, contractual, common law, equitable and all other claims against a Purchaser, any collateral for the Guaranteed Obligations or other assets of a Purchaser, for subrogation, reimbursement, exoneration, contribution, indemnification, setoff or other recourse in respect to sums paid or payable to us by Guarantor hereunder and all suretyship defenses and (ii) demand and presentment for payment, notice of nonpayment, notice of dishonor, protest, notice of protest, bringing of suit, and diligence in taking any action to collect the Guaranteed Obligations and any right Guarantor has or to which Guarantor may be entitled to cause a marshaling of a Purchaser's assets and (b) shall subordinate and not exercise any claim or any right or remedy, direct or indirect, arising by reason of any performance by it of its guarantee of the Guaranteed Obligations, whether by subrogation, continuation, indemnification or otherwise, against Purchaser or any other Guarantor (if any) of any of the Guaranteed Obligations or any security for any of the Guaranteed Obligations.
- (d) No invalidity, irregularity or unenforceability of all or any part of the Guaranteed Obligations shall affect, impair or be a defense to this guarantee, nor shall any other circumstance which might otherwise constitute a defense available to or legal or equitable discharge of a Purchaser in respect of any of the Guaranteed Obligations affect, impair or be a defense to this guarantee. Unless and until the indefeasible payment and satisfaction in full of the Guaranteed Obligations in immediately available funds and the termination of this Agreement, this guarantee may not be terminated.

9. Data Protection and Privacy

Bank will use and care for your personal data in the manner described in the CBW BANK Privacy Policy. BlueTape will use and care for your personal data in the manner described in the BlueTape Privacy Policy and Customer Agreement for Purchaser.

10. Termination and Default

- (a) **Termination of Agreement.** This Agreement will remain in effect until the entire Outstanding Amounts and all other obligations have been repaid in full, unless earlier terminated pursuant to this Section 11.
- (b) **Events of Default.** We may determine that you are in default of this Agreement if you (i) breach this Agreement (including any representation or covenant herein), (ii) do not repay your Payment Amounts owed when due, (iii) do not repay any Outstanding Balance when due, (iv) file for dissolution or bankruptcy; (v) misrepresent a fact in your Credit application, (vi) use or maintain a BlueTape Account using inaccurate or false information; (vii) pose an unacceptable regulatory, reputational, or financial risk; (viii) fail to pay or keep any promise on any other debt or agreement you have with us; (ix) have a court proceeding brought against you by any other creditor to attempt to collect upon a debt which you owe such other creditor; or (x) do or fail to do something which causes us to believe we will have difficulty collecting any Outstanding Amounts. You will pay any legal fees we incur and all other reasonable costs we incur while collecting amounts owed by you under this Agreement.
- (c) **Additional Rights upon Default.** If we determine you are in default of this Agreement, we may (i) demand immediate repayment of the full Outstanding Amounts; (ii) debit any past due amounts from your Linked Bank Account or BlueTape Account; (iii) set-off or recoup any amount you owe, subject to the terms of Section 11(d) herein; and/or (iv) use any other remedy available under state or federal law. In addition to the foregoing, you agree to provide any information necessary to monitor your business activity, including bank statements and screenshots or copies of statements from any payment processors you may use for your business.
- (d) **Right to Set-Off.** Subject to applicable law, you agree that we have the right to set-off or recoup any amount you owe under this Agreement or any related claim against or from any amounts processed under the terms of the Customer Agreement for Purchaser. We will not be liable for the dishonor of any check which occurs because we exercised our rights under this provision. You agree to hold us harmless from any such claims arising as a result of our exercise of our right to set-off.
- (e) **Enforcement of Rights.** In the instance where you do not repay your Outstanding Balance or Payment Amounts when due, Bank may enforce its rights against your business assets, including the security interests described in Section 6 and Section 7. Bank may also enforce its right against Guarantor. If Bank does not enforce its rights against your business assets or Guarantor's assets, your duty to repay your Credit and Bank's enforcement rights remain unchanged.

11. Indemnification

You agree to, at your own expense, indemnify and hold harmless Bank and its affiliates from and against all losses, claims, breaches, suits, damages, liabilities, costs, charges, reasonable attorneys' fees, judgments, fines, court costs and expenses, amounts paid in settlement, fees or expenses related to a bankruptcy or other insolvency proceeding, and all other liabilities of every nature, kind, and description regardless of the form of action or legal theory incurred by us, related to any action or threatened action, suit, claim, proceeding or regulatory action, regardless of merit, brought by any third party against us

caused or incurred by, resulting from, arising out of, or related to your: (i) material breach of any obligation, representation, warranty or covenant in this Agreement; (ii) any actual or alleged infringement, violation, or misappropriation of a third party's intellectual property or proprietary rights; (iii) gross negligence, fraud or intentional misconduct; or (iv) violation of applicable law.

12. BlueTape as Servicer

We may assign or transfer the servicing obligations of this Agreement to any third party, including BlueTape, and our rights and remedies under this Agreement, without prior notice to you. If such a transfer is made, you agree:

- (a) To make payments in the Payment Amount to the designated servicer on the Payment Due Date;
- (b) To comply with additional instructions and methods as provided by the new servicer;
- (c) To execute any necessary authorization in order for such payments to be made; and
- (d) That any new service provider is authorized to make any such debit to your Linked Bank Account, provided that, such new service provider affords you with a reasonable notification of any alternative payment timing and instructions.

13. Representations and Warranties

You represent and warrant that as of the Approval Date and until full repayment of the Outstanding Amounts:

- (a) You have the power and authority to enter into and perform your duties and obligations under this Agreement. You have any documents required to facilitate the transactions contemplated by this Agreement. You have taken all necessary action to authorize the respective execution, delivery of, and performance under, this Agreement. You are not a party to any contract or aware of any existing situation that would prevent you from entering into or performing your obligations under this Agreement.
- (b) The individual executing this Agreement is authorized on behalf of you to do so, is at least 18 years of age, and has the legal capacity and all necessary authority to bind you to this Agreement.
- (c) You possess and are in compliance with all permits, licenses, approvals, consents and any other authorizations necessary to conduct your business.
- (d) The execution of this Agreement will not conflict with (i) any applicable federal, state, or local laws or regulations; (ii) any agreements to which you are a party; and (iii) your articles or certificate of incorporation, bylaws, or other organizational documents.
- (e) You represent that you are a commercial business enterprise organized in the U.S., and you agree that the Credit is and will be for your business purposes only.
- (f) You possess and are in compliance with all requisite permits, authorizations and licenses to own, operate and lease your properties and to conduct the business in which it is presently engaged.

- (g) You have timely and will timely file and pay all federal, state, local, and foreign tax returns and tax reports. All such returns and reports are and will be true, correct and complete.
- (h) You have no material liabilities that would prevent your ability to perform or satisfy your obligations under this Agreement and, to the best of your knowledge, know of no material contingent liabilities, except current liabilities incurred in the ordinary course of business, that would prevent your ability to perform or satisfy your obligations under this Agreement.
- (i) Your performance under this Agreement does not and will not conflict with other agreements to which you are a party or a beneficiary. Additionally, your performance under this Agreement will not result in (i) any violation or default of other agreements; (ii) any entitlement of any person or entity to receipt of notice or right of consent; (iii) a right of termination, cancellation, guaranteed rights or acceleration of any obligation or to loss of a benefit; or (iv) the creation of any claim on the properties or assets of Purchaser.
- (j) There is no action, suit, claim, investigation, or legal, administrative, or arbitration proceeding pending or currently threatened (whether at law or in equity) or before any Governmental Authority against you.
- (k) You have not declared bankruptcy within the past two years and are not currently contemplating the filing of a bankruptcy proceeding or closing or materially modifying your business. You are solvent and financially capable of fulfilling your obligations under this Agreement.
- (l) You are validly existing and in good standing under any applicable laws of your state of organization.
- (m) You are in compliance with all statutes, rules, regulations, orders, or restrictions of all applicable Governmental Authorities.
- (n) You are applying for credit solely for business purposes and not for personal, family or household use. Any credit extended under this Agreement is solely for business purposes and not for personal, family or household use.
- (o) You, your Principal Owners, and your employees are not currently and will not become subject to a U.S. Office of Foreign Asset Control list, or any law, regulation, or other list of any government agency that prohibits or limits us from providing the Credit to you or from otherwise conducting business with you.
- (p) You represent that all information about your business provided to Bank pursuant to this Agreement is accurate, complete and correct.

14. Disputes and Governing Law

- (a) **Governing Law.** This Agreement, and any claims or controversies arising hereunder, are governed by Kansas law, without regard to Kansas's conflict of law principles.
- (b) **Binding Individual Arbitration.** Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled promptly by arbitration with one (1) arbitrator in San Francisco County, California; provided, however, that the arbitrator shall

have no authority to add to, modify, change or disregard any lawful terms of this Agreement. The decision of the arbitrator shall be final and binding, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Arbitration shall be the exclusive final remedy for any dispute between the Parties.

15. Miscellaneous

- (a) **Obligations Independent.** You acknowledge and agree that you must pay the amount owed under this Agreement even if someone else has also agreed to pay the amount owed under this Agreement (for example, by signing a guarantee). You acknowledge and agree that we may sue you and/or anyone else who is obligated on this Agreement to collect any amounts owed under this Agreement. We may do so without any notice of dishonor or any other notice to any person that amounts owed under this Agreement have not been paid. We may, in our sole discretion and without notice, release any Party to this Agreement without releasing any other Party.
- (b) **Modifications; Amendments.** Any changes to the terms of this Agreement must be in writing and agreed to by the duly authorized representatives of all Parties.
- (c) **Assignment.** You may not assign or transfer your rights or obligations under this Agreement. We may assign or transfer any or all of our rights or obligations, including our right to payment (collectively or individually) without restriction and without notice unless required by applicable.
- (d) **Notices.** Except as otherwise stated, notices to us may be sent to us via email to BlueTape Support.
- (e) **Electronic Signature Consent.** You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By accepting the Credit, you consent to be legally bound by this Agreement's terms and conditions.
- (f) **Severability.** If any provision of this Agreement is deemed invalid or unenforceable under any law, rule, or regulation, the remainder of the Agreement will remain in effect.
- (g) **Complete Agreement.** This Agreement represents the entire agreement between the Parties pertaining to the Credit.
- (h) **Survival.** All provisions that are intended by their nature to survive termination of this Agreement shall survive, including the obligations set forth in Section 12 (Indemnification), Section 15 (Disputes and Governing Law), and this Section 16 (Miscellaneous).
- (i) **No Waiver.** Our failure or delay in exercising any right or remedy under this Agreement will not affect our right to (a) enforce your promise to pay all amounts owed under this Agreement, or (b) use any remedy legally available to us.
- (j) **Confidentiality.** This Agreement constitutes our confidential information, and you may not use or disclose this information without Bank's prior written consent.
- (k) **Interpretation.** All dollar amounts set forth in this Agreement refer to U.S. dollars.

BlueTape Terms and Conditions

Terms of Service

Please read these Terms of Service (the "Agreement") carefully. Your use of the Site (as defined below) constitutes your consent to this Agreement.

This Agreement is between you and BlueTape, Inc. ("Company" or "we" or "us") concerning your use of (including any access to) the Company's site currently located at bluetape.com (together with any materials and services available therein, and successor site(s) thereto, the "Site"). This Agreement hereby incorporates by this reference any additional terms and conditions posted by Company through the Site, or otherwise made available to you by Company.

By using the Site, you affirm that you are of legal age to enter into this Agreement.

If you are an individual accessing or using the Site on behalf of, or for the benefit of, any corporation, partnership or other entity with which you are associated (an "Organization"), then you are agreeing to this Agreement on behalf of yourself and such Organization, and you represent and warrant that you have the legal authority to bind such Organization to this Agreement. References to "you" and "your" in this Agreement will refer to both the individual using the Site and to any such Organization.

This Agreement contains a mandatory arbitration provision that, as further set forth below, requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or any other court proceedings, or class actions of any kind.

2. **Changes.** We may change this Agreement from time to time by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Site. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes. Your use of the Site following any changes to this Agreement will constitute your acceptance of such changes. The "Last Updated" legend above indicates when this Agreement was last changed. We may, at

any time and without liability, modify or discontinue all or part of the Site (including access to the Site via any third-party links); charge, modify or waive any fees required to use the Site; or offer opportunities to some or all Site users.

3. Information Submitted Through the Site. Your submission of information through the Site is governed by Company's Privacy Policy, located at <https://www.bluetape.com/privacy-policy/> (the "Privacy Policy"). You represent and warrant that any information you provide in connection with the Site is and will remain accurate and complete, and that you will maintain and update such information as needed.
4. Electronic Communications. This Agreement and any notices or other communications regarding the Site may be provided to you electronically, and you agree to receive communications from Company in electronic form, which may take the form of e-mail, text messages, or other mobile and electronic communications, and that standard messaging or data rates may apply. Electronic communications may be posted on the Site and/or delivered to your registered e-mail address. All communications in electronic format will be considered to be in "writing", and to have been received no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the communication. Your consent to receive communications electronically is valid until you revoke your consent by notifying Company of your decision to do so. If you revoke your consent to receive communications electronically, Company may terminate your right to use the Site. It is your responsibility to provide Company with true, accurate and complete e-mail addresses, contact and other information and to maintain and update promptly any changes in this information. Company may treat your provision of an invalid e-mail address, or any subsequent problems of delivery to a previously valid e-mail address, as a withdrawal of your consent to receive electronic communications. You may print a copy of any electronic communication and retain it for your records. Company reserves the right to terminate or change the terms and conditions on which we provide electronic communications and will provide you notice thereof in accordance with applicable law. If you provide your mobile phone number, you hereby affirmatively consent to our use of your mobile phone number for calls and texts (including prerecorded calls and/or calls and texts placed by automatic telephone dialing systems) in order to operate and improve the Site and our products and services, to provide you with marketing materials in connection with the Site and our products and services, and to provide you with information and reminders regarding the Site and our products and services, including invoices and messages regarding your registration and changes or updates. Company will not assess any charges for calls or texts, but standard message charges or other charges from your wireless carrier may apply. You may opt-out of

receiving text messages from us by replying to any of our text messages with the word STOP.

You may opt-out of receiving calls from us by phone call or text and specifying you want to opt-out of calls. You understand that we may send you a text confirming any opt-out by you. You acknowledge that opting out of text messages or calls may impact your ability to use certain features of the Site.

4. Jurisdictional Issues. The Site is controlled or operated (or both) from the United States, and is not intended to subject Company to any non-U.S. jurisdiction or law. The Site may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Site is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Site's availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.
5. Rules of Conduct. In connection with the Site, you must not:
 - (a) Post, transmit or otherwise make available through or in connection with the Site any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
 - (b) Post, transmit or otherwise make available through or in connection with the Site any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a "Virus").
 - (c) Use the Site for any purpose that is fraudulent or otherwise tortious or unlawful.
 - (d) Harvest or collect information about users of the Site.
 - (e) Interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available, including by hacking or defacing any portion of the Site; or violate any requirement, procedure or policy of such servers or networks.
 - (f) Restrict or inhibit any other person from using the Site.

- (i) Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Site except as expressly authorized herein, without Company's express prior written consent.
 - (ii) Reverse engineer, decompile or disassemble any portion of the Site, except where such restriction is expressly prohibited by applicable law.
 - (iii) Remove any copyright, trademark or other proprietary rights notice from the Site.
 - (iv) Frame or mirror any portion of the Site, or otherwise incorporate any portion of the Site into any product or service, without Company's express prior written consent.
 - (v) Systematically download and store Site content.
 - (vi) Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Site content, or reproduce or circumvent the navigational structure or presentation of the Site, without Company's express prior written consent. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the Site's root directory, Company grants to the operators of public search engines permission to use spiders to copy materials from the Site for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. Company reserves the right to revoke such permission either generally or in specific cases, at any time and without notice.
- (g) You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed to use the Site.
- (h) Products. The Site may make available listings and descriptions of goods or services or related coupons or discounts (collectively, "Products"), as well as references and links to Products. Such Products may be made available by Company or by third parties, and may be made available for any purpose, including general information purposes. The availability through the Site of any listing, description or image of a Product does not imply our endorsement of such Product or affiliation with the provider of such Product. We make no representations as to the completeness, accuracy, reliability, validity or timeliness of such listings or descriptions (including any features, specifications and prices contained therein). Such information and the availability of any Product (including the validity of any coupon or

discount) are subject to change at any time without notice. It is your responsibility to ascertain and obey all applicable local, state, federal and foreign laws (including minimum age requirements) regarding the purchase, possession and use of any Product.

- 2 Registration; User Names and Passwords. You may need to register to use all or part of the Site. We may reject, or require that you change, any user name, password or other information that you provide to us in registering. Your user name and password are for your personal use only and should be kept confidential; you, and not Company, are responsible for any use or misuse of your user name or password, and you must promptly notify us of any confidentiality breach or unauthorized use of your user name or password, or your Site account.
- 3 Submissions; Feedback. Site visitors may make available certain materials (each, a "Submission") through or in connection with the Site, including on profile pages or on the Site's interactive services, such as message boards and other forums, and chatting, commenting and other messaging functionality. Company has no control over and is not responsible for any use or misuse (including any distribution) by any third party of Submissions. If you choose to make any of your personally identifiable or other information publicly available through the Site, you do so at your own risk. For purposes of clarity, you retain ownership of your Submissions. For each Submission, you hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Submission, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials). In addition, if you provide to us any ideas, proposals, suggestions or other materials ("Feedback"), whether related to the Site or otherwise, such Feedback will be deemed a Submission, and you hereby acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Company under any fiduciary or other obligation. You represent and warrant that you have all rights necessary to grant the licenses granted in this section, and that your Submissions, and your provision thereof through and in connection with the Site, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third party. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory.

6. **Monitoring.** We may (but have no obligation to) monitor, evaluate, alter or remove Submissions before or after they appear on the Site, or analyze your access to or use of the Site. We may disclose information regarding your access to and use of the Site, and the circumstances surrounding such access and use, to anyone for any reason or purpose.
7. **Your Limited Rights.** Subject to your compliance with this Agreement, and solely for so long as you are permitted by Company to use the Site, you may view one \1\ copy of any portion of the Site to which we provide you access under this Agreement, on any single device, solely for your personal, non-commercial use.
8. **Company's Proprietary Rights.** We and our suppliers own the Site, which is protected by proprietary rights and laws. Our trade names, trademarks and service marks include BlueTape and any associated logos. All trade names, trademarks, service marks and logos on the Site not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Site should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.
9. **Third Party Materials; Links.** Certain Site functionality may make available access to information, products, services and other materials made available by third parties, including Submissions ("Third Party Materials"), or allow for the routing or transmission of such Third Party Materials, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third Party Materials. We neither control nor endorse, nor are we responsible for, any Third Party Materials, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Materials, or any intellectual property rights therein. Certain Third Party Materials may, among other things, be inaccurate, misleading or deceptive. Nothing in this Agreement shall be deemed to be a representation or warranty by Company with respect to any Third Party Materials. We have no obligation to monitor Third Party Materials, and we may block or disable access to any Third Party Materials (in whole or part) through the Site at any time. In addition, the availability of any Third Party Materials through the Site does not imply our endorsement of, or our affiliation with, any provider of such Third Party Materials, nor does such availability create any legal relationship between you and any such provider. Your use of Third Party Materials is at your own risk and is subject to any additional terms, conditions and policies applicable to such Third Party Materials (such as terms of service or privacy policies of the providers of such Third Party Materials).

- 2 Promotions. Any sweepstakes, contests, raffles, surveys, games or similar promotions (collectively, "Promotions") made available through the Site may be governed by rules that are separate from this Agreement. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with this Agreement, the Promotion rules will govern.
- 3 Disclaimer of Warranties. To the fullest extent permitted under applicable law: (a) the Site and any Products and Third Party Materials are made available to you on an "As Is," "Where Is" and "Where Available" basis, without any warranties of any kind, whether express, implied or statutory; and (b) Company disclaims all warranties with respect to the Site and any Products and Third Party Materials, including the warranties of merchantability, fitness for a particular purpose, non-infringement and title. All disclaimers of any kind (including in this section and elsewhere in this Agreement) are made for the benefit of both Company and its affiliates and their respective shareholders, directors, officers, employees, affiliates, agents, representatives, licensors, suppliers and service providers (collectively, the "Affiliated Entities"), and their respective successors and assigns. While we try to maintain the timeliness, integrity and security of the Site, we do not guarantee that the Site is or will remain updated, complete, correct or secure, or that access to the Site will be uninterrupted. The Site may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the Site. If you become aware of any such alteration, contact us at info@bluetape.com with a description of such alteration and its location on the Site.
- 4 Limitation of Liability. To the fullest extent permitted under applicable law:
 - (a) Company will not be liable for any indirect, incidental, consequential, special, exemplary or punitive damages of any kind, under any contract, tort (including negligence), strict liability or other theory, including damages for loss of profits, use or data, loss of other intangibles, loss of security of Submissions (including unauthorized interception by third parties of any Submissions), even if advised in advance of the possibility of such damages or losses;
 - (b) without limiting the foregoing, Company will not be liable for damages of any kind resulting from your use of or inability to use the Site or from any Products or Third Party Materials, including from any Virus that may be transmitted in connection therewith;
 - (c) your sole and exclusive remedy for dissatisfaction with the Site or any Products or Third Party Materials is to stop using the Site; and
 - (d) the maximum aggregate liability of Company for all damages, losses and causes of action, whether in contract, tort (including negligence) or otherwise, shall be the total amount, if any, paid by you to Company to use the Site. All limitations of liability of any kind (including in this section and elsewhere in this Agreement) are

made for the benefit of both Company and the Affiliated Entities, and their respective successors and assigns.

- 2 Indemnity. To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless Company and the Affiliated Entities, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of, or activities in connection with, the Site (including all Submissions); and (b) any violation or alleged violation of this Agreement by you.
- 3 Termination. This Agreement is effective until terminated. Company may terminate or suspend your use of the Site at any time and without prior notice, for any or no reason, including if Company believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, your right to use the Site will immediately cease, and Company may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide any further access to such materials. Sections 2, 4–9 and 11–21 shall survive any expiration or termination of this Agreement.
- 4 Governing Law; Arbitration. This Agreement shall be governed by the laws of the United States (including federal arbitration law) and the State of California, U.S.A., without regard to its choice of law rules, and regardless of your location. All disputes arising out of or related to this Agreement or any aspect of the relationship between you and Company, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury, and Company and you each hereby waive the right to trial by a jury. You agree that any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted and you are agreeing to give up the ability to participate in a class action. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules and Medication Procedures (currently accessible at https://adr.org/sites/default/files/CommercialRules_Web.pdf) as amended by this Agreement. Any arbitration hearing will be held in San Mateo, California. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. The parties hereby submit to the

non-exclusive jurisdiction of the state and federal courts located in San Mateo, California for the confirmation or enforcement of any award rendered by the arbitrator pursuant to this agreement to arbitrate, and the parties waive any objection to the venue or personal jurisdiction of such courts, and any objection based on inconvenient forum.

- 2 Filtering. We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers. Please note that Company does not endorse any of the products or services listed on such site.
- 3 Information or Complaints. If you have a question or complaint regarding the Site, please send an e-mail to info@bluetape.com. You may also contact us by writing to 390 Market Street, Suite 200, San Francisco, California 94102, or by calling us at 415-858-1185. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at \916\ 445-1254 or \800\ 952-5210.
- 4 Copyright Infringement Claims. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Site infringe your copyright, you (or your agent) may send to Company a written notice by mail or e-mail, requesting that Company remove such material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send to Company a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See <http://www.copyright.gov/> for details. Notices and counter-notices must be sent in writing to Natalia Rodrigues as follows: By mail to Natalia Rodrigues, 1390 Market Street, Suite 200, San Francisco, California 94102; or by e-mail to info@bluetape.com. Natalia Rodrigues's phone number is 415-858-1185. We suggest that you consult your legal advisor before filing a DMCA notice or counter-notice.

8. Miscellaneous. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Company. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement shall be construed as if followed by the phrase “without limitation.” This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and Company relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Company relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the Site or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Company will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.

CUSTOMER AGREEMENT FOR PURCHASERS

This Customer Agreement for Purchasers (“Agreement”) is between Bluetape Inc. (“Company”) and Customer (as defined below) concerning Customer’s access to Company’s certain workflow, document management, escrow, analytics, invoicing, payment and financing solution made available through the Site, as defined below (the “Platform”) and Customer’s use of certain services offered through the Platform (the “Services”). This Agreement is entered into by Company and Customer as of the date on which Customer agrees to the terms of this Agreement as described below (the “Effective Date”).

BY CLICKING OR CHECKING ANY BOX OR BUTTON LABELED “I AGREE” OR SIMILAR, OR OTHERWISE USING THE PLATFORM OR SERVICES, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS OF THIS AGREEMENT, YOU MUST NOT USE OR ACCESS THE PLATFORM OR SERVICES. YOU ALSO AGREE THAT YOU ARE SUBJECT TO ANY ADDITIONAL GUIDELINES, RULES, TERMS AND CONDITIONS POSTED BY COMPANY FROM TIME TO TIME, ON OR THROUGH THE PLATFORM OR COMPANY’S WEBSITE CURRENTLY LOCATED AT [HTTPS://WWW.BLUETAPE.COM](https://www.bluetape.com) (THE “SITE”), INCLUDING COMPANY’S TERMS AND CONDITIONS CURRENTLY AVAILABLE AT [HTTPS://WWW.BLUETAPE.COM/TERMS-CONDITIONS/](https://www.bluetape.com/terms-conditions/) (“TERMS AND CONDITIONS”), ALL OF WHICH ARE HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT. COMPANY MAY MAKE AVAILABLE TO CUSTOMER ADDITIONAL FEATURES IN CONNECTION WITH THE PLATFORM, WHICH MAY BE SUBJECT TO ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS.

IF YOU ARE AN INDIVIDUAL ACCESSING OR USING THE PLATFORM ON OR FOR THE BENEFIT OF ANY ENTITY, THEN YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOURSELF AND SUCH ENTITY, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. REFERENCES TO “CUSTOMER” IN THIS AGREEMENT REFER TO BOTH YOU AND TO ANY SUCH ENTITY.

CUSTOMER AGREES TO USE THE PLATFORM OR SERVICES FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

COMPANY MAY REFUSE TO PROVIDE THE SERVICES TO CUSTOMER AND/OR TERMINATE THIS AGREEMENT IF (I) COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER PRESENTS EXCESSIVE FINANCIAL OR REPUTATIONAL RISK TO COMPANY; (II) COMPANY IS UNABLE TO VERIFY THE IDENTITY OF CUSTOMER; (III) CUSTOMER WOULD BE SUBJECT TO ANY ENHANCED DUE DILIGENCE REQUIREMENTS UNDER COMPANY'S OR ITS THIRD PARTY PARTNER'S ANTI MONEY LAUNDERING POLICY; OR (IV) CUSTOMER APPEARS ON ANY GOVERNMENTAL LIST ISSUED UNDER THE USA PATRIOT ACT OR BY THE OFFICE OF FOREIGN ASSETS CONTROL.

Company may change this Agreement from time to time by notifying Customer of such changes by any reasonable means, including by posting a revised Agreement through the Site. Any such changes will not apply to any dispute between Company and Customer arising before Company posted the revised Agreement incorporating such changes, or otherwise notified Customer of such changes. Customer's use of the Platform or Services following any changes to this Agreement will constitute Customer's acceptance of such changes. The "*Last Updated*" legend above indicates when this Agreement was last changed. Company may, at any time and without liability, modify or discontinue all or part of the

Platform or Services (including access via any third-party links); charge, modify or waive any fees required to use the Platform or Services; or offer opportunities to some or all users.

3. Registration; User Names and Passwords. Customer may need to register to use all or part of the Platform or Services, or may have the opportunity to register. Company may reject, or require that Customer change, any user name, password or other information that Customer provides to Company in registering. Customer's user name and password are for Customer's personal use only and should be kept confidential; Customer, and not Company, are responsible for any use or misuse of Customer's user name or password, and Customer must promptly notify Company of any confidentiality breach or unauthorized use of Customer's user name or password, or Customer's Platform or Services account Purchaser

4. Invoices. The Services may include the ability to receive, review and pay certain invoices issued by third parties for third-party goods and services ("Invoices"). COMPANY DOES NOT ENDORSE, AND IS NOT RESPONSIBLE OR LIABLE FOR, ANY SUCH THIRD PARTIES ("SELLERS") OR SUCH GOODS OR SERVICES ("SELLER GOODS"), INCLUDING THE ACCURACY, COMPLETENESS, TIMELINESS OR VALIDITY OF ANY INVOICE. COMPANY IS NOT THE SELLER OF ANY SELLER GOODS. SELLER IS SOLELY RESPONSIBLE FOR ALL ISSUES RELATING TO THE APPLICABLE SELLER GOODS, INCLUDING THEIR SHIPPING AND HANDLING, AND ANY REFUNDS OR EXCHANGES, ALL OF WHICH ARE SUBJECT TO SELLER'S APPLICABLE POLICIES. Any questions or concerns regarding Invoices or Seller Goods must be directed to the applicable Seller. Company is not responsible or liable for any dispute between Customer and any Seller, or otherwise relating to any Invoices or Seller Goods. IF CUSTOMER HAS ANY DISPUTE WITH A SELLER OR OTHERWISE RELATING TO ANY INVOICES OR SELLER GOODS, CUSTOMER HEREBY AGREES TO RELEASE COMPANY AND THE AFFILIATED ENTITIES (AS DEFINED IN THE TERMS AND CONDITIONS) FROM ANY CLAIMS, DEMANDS AND DAMAGES OF EVERY KIND AND NATURE , KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED (INCLUDING ACTUAL, CONSEQUENTIAL AND PUNITIVE DAMAGES), ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE. CUSTOMER HEREBY WAIVES ANY PROVISIONS OF ANY STATE , PROVINCE, OR COUNTRY LAW THAT LIMIT OR PROHIBIT A GENERAL RELEASE , INCLUDING, IF APPLICABLE, SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE , WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

5. Fees. The Services are subject to certain fees, as communicated by Company to Customer (including during the payment process), as updated by Company from time to time (the "Fees"). Customer agrees to pay all Fees incurred by Customer or on its behalf, at the prices in effect when such Fees are incurred. All Fees are non-refundable unless agreed otherwise by Company. Company reserves the right to charge Fees to any payment method that Customer has provided.

Transactions. The Services may include the ability to make or receive certain payments, including paying Invoices and Fees as set forth above (each, a "Transaction"). If Customer wishes to make a Transaction, certain information may be required, such as bank account information, credit card number and its expiration date, and billing address. Customer understands and agrees that Company does not itself process Transactions, and the processing of Transaction will be provided by a third party designated by Company. Customer may be required to enter into and agree upon separate terms with such third party in order to make a Transaction. Customer further understand and agrees that Company is not responsible for, or liable to Company or any third parties for, any claims, damages or losses arising out of, connected to or related to failed, faulty or fraudulent Transactions. Verification of information may be required

before the acknowledgment or completion of any Transaction, which may include a third-party verification process. By submitting such information, Customer is granting to Company the right to provide such information to third parties for purposes of facilitating Transactions. The submission of information through any third-party service is at Customer's risk and is subject to any additional terms, conditions and policies applicable to such third-party service. CUSTOMER REPRESENTS AND WARRANTS THAT IT HAS THE RIGHT TO USE ANY PAYMENT CARD OR OTHER PAYMENT METHOD OR FINANCIAL ACCOUNT THAT IT SUBMITS IN CONNECTION WITH A TRANSACTION. Company reserves the right to prohibit Customer or any other user from making any Transaction. Customer is responsible for any taxes applicable to its Transactions (including any sales, use, value added or other taxes).

6. ACH Services.

(a) 5.1. In General.

5.1(a) The Services may include ACH origination services (the "ACH Services") by which Customer may initiate ACH credit and debit entries ("Entries") in accordance with this Agreement. Customer hereby authorizes Company (through Company's Originating Depository Financial Institution ("ODFI")) to originate Entries on Customer's behalf to accounts of receivers (as defined under the NACHA Rules, each a "Receiver"). Customer shall comply with the operating rules of the National Automated Clearing House Association ("NACHA Rules"), this Agreement and any applicable agreement(s) entered into between Customer and Company. Customer acknowledges and agrees that Customer has access to the current NACHA Rules.

5.1(b) CUSTOMER UNDERSTANDS AND AGREES THAT NEITHER COMPANY NOR ANY OF ITS AFFILIATES ARE A BANK .

(i) 5.1(c) Customer may only initiate Entries to transfer funds to and from an omnibus custodial account maintained by the ODFI for the benefit of Customer and other customers of the ODFI (the "Custodial Account"). Customer funds held in the Custodial Account may be eligible for FDIC deposit insurance up to the FDIC deposit insurance limits. For more information on FDIC insurance coverage, please visit www.FDIC.gov. Customer is responsible for determining the extent of available FDIC insurance coverage in accordance with FDIC rules.

(i) 5.2. Customer Responsibilities. Customer shall:

Not originate Entries that violate the laws of the United States;

Obtain written authorization from any Receiver prior to the initiation of a debit Entry against the account of a Receiver and obtain and maintain all other authorizations required by the NACHA Rules;

Provide to Company upon demand a copy of any such debit authorization;

Complete and execute all required documentation required by Company to provide the ACH Services;

Not originate Entries on behalf of or for the benefit of any entity other than Customer itself;

- f. Originate only the types of Entries permitted by Company;
- g. Provide Company will all necessary information pertaining to Entries no later than the cut-off time specified by Company, in the manner specified by Company, and Customer acknowledges responsibility for any delayed remittance of funds and additional fees incurred, if any, as a result of its failure to timely provide Company with all necessary information;
- h. Have available in Customer's designated bank account ("Customer's Account") good, collected funds in an amount sufficient for Company to cover the Entries initiated by Company, as authorized by this Agreement, no later than the opening of business two banking days prior to the Effective Entry Date (as defined in the NACHA Rules);
- i. Compare all reports on credit or debit Entries initiated by Company to Customer's records and promptly notify Company of any discrepancies; and
- j. Notify Company of any change in the Customer information provided to Company in connection with the ACH Services at least 14 days before the effective date of any such change.

4 5.3. Accuracy of Entries. Customer acknowledges and agrees that, if an Entry describes a Receiver inconsistently by name and account number, payment of the Entry transmitted to the Receiving Depository Financial Institution ("RDFI") might be made by the RDFI (or by the ODFI, in the case of an on-us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that Customer's obligation to pay the amount of the Entry is not excused in such circumstances.

5 5.4. Exposure Limits. Customer's ability to originate Entries under this Agreement is subject to exposure limits in accordance with the NACHA Rules, and the ODFI's exposure limits. The total dollar amount of Entries transmitted, frequency of origination and payment application (debits or credits) originated by Customer is subject to any exposure limits set by Company (on behalf of the ODFI) in its sole discretion.

6 5.5. Insufficient Funds. Should Customer have insufficient funds in the Customer's Account available at the time of any debit Entry initiated by Customer, and Company incurs one or more insufficient funds ("NSF") fees, Customer must transfer to Company the full amount of the unfunded file plus all applicable NSF fees immediately upon Company's request, and Customer further agrees that Company, the ODFI or its agents may debit any account maintained by or for the benefit of Customer with the ODFI or any affiliate of the ODFI, or that the ODFI may set off against any amount the ODFI owes to Customer, in order to obtain payment of Customer's obligations under this Agreement. Customer agrees to reimburse Company for any and all expenses Company may incur, including interest and reasonable attorneys' fees, in taking action to collect any amounts due to Company under this Agreement. Company reserves the right to discontinue any or all ACH Services at any time due to NSF occurrences. Customer hereby authorizes Company or the ODFI or its agent to utilize any other account maintained either on Customer's behalf or by Customer to recover any deficiencies. In the event of an NSF fee, Company will have no obligation to remit any unpaid liabilities of Customer to any Receiver and any resulting repercussions, including but not limited to penalties, interest, or cancellations, will be the sole obligation of Customer and not the responsibility or liability whatsoever of Company.

10. 5.6. Refunds, Adjustments and Inconsistent Instructions. Any refunds or adjustments will not be processed by Company until Company can verify that good, collected and the final funds from Customer are in Company's account. Customer agrees that Company or the ODFI or its agent may hold any or all funds in custody if Company or the ODFI or its agent reasonably determines that there are inconsistent instructions regarding an Entry or regarding settlement or claims on any such funds or accounts (including, without limitation, any claim by judgment creditor of Customer, levy or other legal process, or proceeding in bankruptcy). The ODFI may interplead any or all funds, freeze or hold funds, prevent withdrawals or transfers, or otherwise act to prevent or reduce loss or risk to the ODFI, and (in addition to any other remedy the ODFI may have) Customer shall reimburse Company or the ODFI for any costs associated with the same.

11. 5.7. Data Retention. Customer will retain data on file adequate to permit remaking of all Entries for ten (10) business days following the ACH settlement date, and will provide that data to Company upon Company's request. The data retained shall be in sufficient detail to enable Company and the ODFI to substantiate Customer's performance of its obligations under this Agreement. Without limiting the generality of the foregoing, Customer specifically agrees to be bound by and comply with all applicable provisions of the NACHA Rules regarding the retention of any document or any record, including without limitation, Customer's responsibilities to retain all items, source documents and records of authorization in accordance with the NACHA Rules.

12. 5.8. Audit. Company and the ODFI may audit Customer for compliance with this Agreement and the NACHA Rules.

13. 5.9. Limitation of Liability. Without limiting Company's limitation of liability in Section 9, Company's sole liability to Customer or any third party with respect to the ACH Services shall be for claims arising out of errors or omissions in the ACH Services caused solely by Company, and the sole remedy shall be to furnish a correct advice of deposit, and/or corrected or reversal debit or credit Entry, as the case may be; provided that, in each case Customer advises Company no later than one (1) business day after the occurrence of such errors or omissions.

14. 5.10. Indemnification; Reimbursement. Customer acknowledges that Company is acting solely in the capacity of data processing agent and is not a source of funds for Customer. Customer shall be liable for each Entry initiated by Company. Customer promises to pay Company on demand the amount of any unfunded direct deposit file, with interest, and all Company or third party fees or charges including, without limitation, any debit Entries returned to Company due to insufficient or uncollected funds or for any other reason. Should Customer not reimburse Company for funds advanced by Company in good faith, the principal officer(s)/owner(s) of Customer agree to be personally liable for the deficit amount. Such deficits are subject to interest and service charges. Customer shall indemnify and hold harmless Company from and against any loss, liabilities, claims or damages, including attorneys' fees, arising from any breach by Customer of the terms and conditions of this agreement or any fraudulent or dishonest acts or omissions of Customer or Receivers, employees or agents involving Customers use of the ACH Services. Customer shall be responsible and liable to Company for all losses arising out of (a) processing of Entries submitted incorrectly, fraudulently, or without adequate authorization; (b) fraud and fraud related theft at or caused by Customer; or (c) Customer's use of the ACH Services in a manner not intended by this Agreement or for purposes in violation of the NACHA Rules.

5.5.11. Termination of ACH Services. Company may (itself or on behalf of the ODFI), in its sole discretion, terminate Customer's use of the ACH Services immediately without prior notice to Customer if

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- a. Customer breaches the NACHA Rules;
- b. Customer's Account is not funded as required by this Agreement and as a result any debit to Customer's Account is returned to Company or the ODFI and/or its agent;
- c. Customer fails to pay any sum due to Company hereunder or perform any obligation required to be performed hereunder;
- d. Customer files or has filed against it a petition for bankruptcy or becomes insolvent or has a substantial portion of its property become subject to levy, execution or assignment;
- e. ODFI and/or its agent notifies Company that it is no longer willing to originate Entries for Customer for any reason; or
- f. Company's agreement with ODFI and/or its agent is terminated.

a 5.12. If Company terminates the ACH Services, Company's obligation under this Section 5 shall cease and Company's sole responsibility to Customer shall be to return to Customer any funds then held by Company after the deduction of all fees and expenses due Company, ODFI and/or its agent.

5 Platform.

a 6.1. Limited License. Subject to the terms and conditions of this Agreement, Company hereby grants to Customer a limited, personal, non-exclusive, revocable, non-transferable license (without the right to sublicense), to use the Platform solely for Customer's own business operations, consistent with the limitations specified or referenced in this Agreement or any documentation.

b 6.2. Restrictions. Customer will not copy, use or otherwise exploit the Platform except as expressly permitted by this Agreement. Customer will not relicense or sublicense the Platform. Customer will not, and will not permit any third party to, reverse engineer, disassemble or decompile the Platform, except to the extent expressly permitted by applicable law.

c 6.3. Feedback. Customer acknowledges and agrees that Company has the right to monitor and analyze Customer's use of the Platform (including any of its functionality) to obtain Feedback, as defined below. Company will have the right to use, publicize freely and otherwise exploit the results of Customer's Feedback, and such right will not require the consent of Customer in any way. "Feedback" means all suggestions, comments, feedback, data (including metadata), insights, ideas or know-how, in any form, regarding the Platform (including any of its functionality), including those derived from Company's monitoring and analysis of Customer's use of the Platform (including any of its functionality)

d 6.4. Ownership. Company will retain all rights, title and interest in and to the Platform, and any derivative works thereof, including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property and proprietary rights, subject only to the limited license set forth herein. Customer does not acquire any other rights, express or implied, in the Platform. All Feedback will be the

sole property of Company, and, to the extent Customer has any right, title or interest in any Feedback, Customer hereby assigns to Company all right, title and interest to such Feedback (including any intellectual property rights therein) and agrees to perform such further acts as may be reasonably necessary to evidence such assignment.

7. Term and Termination.

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(b) 7.1. Term and Termination. This Agreement is effective until terminated. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party. Company may suspend any or all Services immediately and without notice in the case of any actual or suspected fraudulent activity or security incident, or breach of this Agreement by Customer.

(c) 7.2. Effect of Termination. Termination of this Agreement will not limit either party from pursuing other remedies available to it, including injunctive relief. The parties' rights and obligations under Sections 1, 2, 3, 5.5–5.12, 6.2–6.4, and 7–12 will survive termination of this Agreement. Upon termination or suspension, unless otherwise agreed by the parties, Customer's right to use the Platform will immediately cease, and Company may, without liability to Company or any third party, immediately deactivate or delete Company's user name, password and account, and all associated materials, without any obligation to provide any further access to such materials.

5 Disclaimer of Warranty. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM OR SERVICES WILL MEET ANY EXPECTATIONS OR SPECIFICATIONS OF CUSTOMER. THE PLATFORM AND SERVICES ARE MADE AVAILABLE "AS IS" WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND. COMPANY AND ITS LICENSORS AND SELLERS DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR ANY DAMAGE TO OR OTHER IMPACT ON CUSTOMER'S PROJECTS, MATERIALS, EQUIPMENT, CUSTOMERS AND SELLERS, WHETHER OR NOT CAUSED BY OR RELATED TO (EITHER DIRECTLY OR INDIRECTLY) CUSTOMER'S USE OF THE PLATFORM OR SERVICES. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND ITS AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

6 LIMITATION OF LIABILITY. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES FOR LOSS OF PROFITS, REVENUE, BUSINESS, SAVINGS, DATA, USE OR COST OF SUBSTITUTE PROCUREMENT, INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, INCLUDING IN CONNECTION WITH THE USE OF A THIRD-PARTY COMPONENT, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. COMPANY HAS NO LIABILITY WHATSOEVER WITH RESPECT TO ANY SELLER'S ACTS OR OMISSION, OR ANY INVOICE OR SELLER GOODS. WITHOUT LIMITING THE FOREGOING, COMPANY'S TOTAL AGGREGATE LIABILITY FOR DAMAGES HEREUNDER WILL IN NO EVENT EXCEED FIFTY U.S. DOLLARS (US\$50). ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND THE AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

9. Indemnity. Customer agree to defend, indemnify and hold harmless Company, the ODFI, and the Affiliated Entities, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of, or activities in connection with, the Platform and Services (including all Invoices and Seller Goods, and disputes between Customer and any Seller); and (b) any violation or alleged violation of this Agreement by Customer.

(d) Third Party Components.

(c) 11.1. Generally. For the avoidance of doubt, Company does not own, and makes no claim to own, the intellectual property rights in any open-source or third-party proprietary software (collectively, "Third Party Components") that may be included in or used with the Platform. Customer acknowledges that the Platform includes or uses Third Party Components, and that (a) such Third Party Components are not licensed to Customer by Company; and (b) Customer is solely responsible for obtaining all necessary consents and other rights with respect to such Third Party Components, and that such consents and other rights may be subject to applicable third-party terms, conditions and policies. Subject to the terms and conditions of this Agreement, Customer will comply with all such third-party terms, conditions and policies. In the event of any conflict or inconsistency between such third-party terms, such third-party terms will control to the extent of such conflict or inconsistency, solely with respect to the applicable Third Party Component.

(d) 11.2. Finicity Services. Third Party Components may include certain products and services made available by Finicity Corporation ("Finicity" and such products and services, the "Finicity Services"). Customer shall: (a) not attempt to gain unauthorized access to the Finicity Services or their related systems or networks; (b) not knowingly access and/or engage in any use of the Finicity Services in a manner that abuses or materially disrupts Finicity's networks, security systems, and/or websites; (c) not knowingly interfere with or disrupt the integrity or performance of the Finicity Services or third-party data contained therein; (d) not knowingly access or use the Finicity Services in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property rights or other right of any third party; (e) not access or use the Finicity Services for purposes of competitive analysis of the Finicity Services, or the development, provision or use of a competing software service or product; (f) not use the Finicity Services for fraudulent purposes or otherwise in violation of applicable law; (g) with the exception of Customer saving its own credentials for accessing its own accounts, not retain, save, or otherwise maintain any Customer credentials or other personally identifiable information with respect to Finicity Services that could be used to access such Customer's financial information or other data; and (h) not use the Finicity Services for any "screen scraping" process(es) to obtain Customer's data directly or indirectly from any of those financial institutions from which Finicity obtains Customer's data on behalf of Customer through the use of registration data (and not APIs or data feeds provided by or on behalf of Finicity as part of the Finicity Services). If Customer becomes aware of any actual or threatened activity prohibited by this Section 11.2, Customer shall promptly: (x) take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Finicity Services); and (y) notify Finicity of any such actual or threatened activity.

(e) 11.3. CBW Services. Third Party Components may include certain products and services made available by CBW Bank. Customer authorizes Company or CBW Bank to retrieve information about Customer from third parties, including credit reporting agencies and information bureaus and Customer authorizes and direct such third parties to compile and provide such information to Company or CBW

Bank. Customer further consents to Company and its respective affiliates and service providers to share information about Customer, your accounts, and account transactions with affiliates and third parties, including CBW Bank, unless applicable law prohibits us from doing so.

12. General Terms.

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10. 12.1. Relationship Between the Parties. Company and Customer are independent contractors under this Agreement. Nothing in this Agreement creates a partnership, joint venture or agency relationship between the parties.

11. 12.2. Additional Features. Company may make available to Customer additional features, which may be subject to additional or different terms and conditions from Company. BY USING ANY SUCH ADDITIONAL FEATURES, CUSTOMER IS HEREBY AGREEING TO SUCH ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS. IN THE CASE OF ANY CONFLICT BETWEEN SUCH TERMS AND CONDITIONS AND THIS AGREEMENT, SUCH TERMS AND CONDITIONS WILL CONTROL WITH RESPECT TO THE APPLICABLE FEATURE.

12. 12.3. Governing Law; Arbitration. This Agreement shall be governed by the laws of the United States (including federal arbitration law) and the State of California, U.S.A., without regard to its choice of law rules, and regardless of Customer's location. ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN CUSTOMER AND COMPANY, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND COMPANY AND CUSTOMER EACH HEREBY WAIVE THE RIGHT TO TRIAL BY A JURY. CUSTOMER AGREES THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND CUSTOMER IS AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules and Medication Procedures (currently accessible at https://adr.org/sites/default/files/CommercialRules_Web.pdf) as amended by this Agreement. Any arbitration hearing will be held in San Mateo, California. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. The parties hereby submit to the non-exclusive jurisdiction of the state and federal courts located in San Mateo, California for the confirmation or enforcement of any award rendered by the arbitrator pursuant to this agreement to arbitrate, and the parties waive any objection to the venue or personal jurisdiction of such courts, and any objection based on inconvenient forum.

13. 12.4. Severability and Waiver. If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

(e) **12.5. No Assignment.** Customer may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of Company. Any purported assignment, transfer or delegation by Customer in violation of the foregoing will be null and void. Company may assign, sell, transfer, delegate or otherwise dispose of this Agreement without consent.

Subject to the foregoing, this Agreement will be binding upon the parties and their respective successors and assigns.

14. 12.6. Entire Agreement. This Agreement, including the Terms and Conditions, constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom will be deemed to amend or modify this Agreement. It is expressly agreed that the terms of this Agreement will supersede the terms in any Customer purchase order or other ordering document.

15. 12.7. Cooperation. Customer shall promptly provide notice to Company of any changes to the information provided to Company when enrolling in the Platform or Services, including Customer's name, address, phone and email address. Upon Company's reasonable request, Customer shall provide updated information or additional information regarding the Customer's business.

9. **Indemnification.**

1.

If the Goods are to be manufactured, or any process is to be applied to the Goods, by Seller in accordance with a specification submitted by Buyer, Buyer shall indemnify Seller against all loss, damages, costs, and expenses (including reasonable attorneys' fees and costs) awarded against or incurred by Seller in connection with or paid or agreed to be paid by Seller in settlement, of any claim for infringement of any patent, copyright, design, trade mark, or other intellectual property rights of any person which results from Seller's use of such specification submitted by Buyer.

2.

Once risk of loss of the Goods has transferred to Buyer, Buyer shall indemnify Seller against all loss, damages, costs, and expenses (including reasonable attorneys' fees and costs) arising out of any claim relating to or arising out of the Goods.

10. DISCLAIMER OF ALL WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, WRITTEN, OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND SUITABILITY. AS TO ANY GOODS SUBJECT TO A MANUFACTURER'S WARRANTY, SUCH MANUFACTURER'S WRITTEN WARRANTY SHALL BE THE ONLY WARRANTY APPLICABLE TO SUCH GOODS, AND BUYER SHALL BE ENTITLED TO LOOK ONLY TO MANUFACTURER IN THE EVENT OF ANY DEFECT IN, PROBLEMS

WITH, OR FAILURE OF THE GOODS.

11.

Return of Goods. Goods may not be returned. Notwithstanding the forgoing, Seller may, in its sole discretion, accept the return of certain Goods on a case-by-case basis, **but in such case of Seller's acceptance of the return of certain Goods, Seller shall be entitled to assess a Return and Restocking Fee, the amount of which is to be determined in Seller's sole discretion after reviewing the actual cost to Seller of the return and restocking of the Goods.**

12.

Lien upon the Goods. Buyer agrees to take any and all necessary steps to assist Seller in perfecting a lien upon the Goods, including, but not limited to, the following: (1) Buyer will provide accurate information to Seller relating to the location where the Goods will be used or consumed; (2) the name and address of any general contractors Buyer is working with; (3) Buyer will provide Seller with a copy of any contract or agreement with any general contractors Buyer is working with to supply the Goods; and (4) Buyer will supply Seller with such other information or assistance as is requested by Seller to perfect, protect, and enforce its liens on the Goods. Buyer, as an inducement for Seller to sell and deliver the Goods, expressly represents and covenants to Seller that the Buyer has not done, and will not do, anything, directly or indirectly, which has, or will have, the effect of releasing, waiving, or surrendering the lien rights of Seller prior to full payment of the Purchase Price, and any interest, late fees, or storage fees incurred in addition thereto.

13.

LIMITATION ON LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ANY LIABILITY TO BUYER FOR ANY CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, PROPERTY DAMAGE, ALL DAMAGES FOR LOSS OF USE, LOSS OF PROFITS OR INCOME, LOSS OF TIME OR INCONVENIENCE, AND ANY AND ALL OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, FORESEEN OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE SALE AND USE OF THE GOODS DESCRIBED HEREIN. SELLER'S TOTAL LIABILITY TO BUYER SHALL BE LIMITED TO THE PURCHASE PRICE OF THE GOODS LISTED ON THE QUOTE.

14.

General.

1.

These Terms as they apply to current Orders may not be modified, except in writing and executed by the party against whom such modification is being charged. **Seller may modify these Terms, for future Orders, by updating these Terms as they appear on Seller's website. Buyer's only opportunity to reject modified Terms shall be to not place an order with Seller or execute a Quote, Order, shipping request, or similar request with Seller after Seller has modified the Terms as they appear on Seller's website.**

2.

Upon written, advance request, Seller shall provide to Buyer evidence of its insurance.

3.

These Terms, and the transactions contemplated or covered by these Terms, shall be governed by and construed in accordance with the laws of the State of Illinois.

4.

Customer shall take all reasonable precautions when handling, dealing with, transporting, treating, and further manufacturing the Goods.

5.

The Order may reference or incorporate Quotes, which shall be deemed to include the Quote in the Order, and be made a part of the final Order.

6. Seller's failure to insist upon strict performance of these Terms shall not constitute of waiver of that or any other provision of these Terms or any of Seller's rights under these Terms, nor shall it constitute a waiver by Seller of any subsequent default by Buyer in the performance of the these Terms. No actual waiver by Seller of any default by Buyer in the performance of these Terms shall be considered a waiver of any subsequent default of the same or any other provision.
7. If any provision of these Terms is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other terms, clauses, or provisions of these Terms shall not be affected thereby.
8. Any dispute arising out of, under, or in connection with these Terms, or the transactions contemplated or covered by these Terms, shall be referred to, adjudicated, and settled exclusively in the Circuit Court of Kendall County, Illinois, and all parties hereto consent to jurisdiction and venue in such court. The United Nations Convention on the International Sale of Goods shall not apply to these Terms, or the transactions contemplated or covered by these Terms.
9. Any notice required or permitted to be given by either party to the other under these Terms shall be in writing (whether by mail, overnight courier, fax, e-mail, or any other mode of communication in writing), addressed to the other party pursuant to the addresses listed on any documentation provided by the parties to each other.
10. Buyer may not assign or transfer these Terms and the transactions contemplated or covered by these Terms, unless agreed to in writing by Seller. Seller may assign or transfer these Terms and the transactions contemplated or covered by these Terms upon notice to Buyer. These Terms and the transactions contemplated or covered by these Terms shall inure to the benefit of each party's permitted assigns, permitted transferees, legal representatives, and heirs.
11. Except for payment obligations, neither party shall be liable or be deemed to have defaulted under these Terms by reason of any delay in performing, or any failure to perform, any of the obligations under these Terms by force majeure, including, but not limited, an act of God, fire, act of terrorism, war, civil commotion, insurrection, international sanctions or boycotts, sudden material shortages, import or export regulations or embargoes, power failure or breakdown in machinery, labor disputes of whatever nature (whether involving employees of Seller or Buyer, or employees of third parties').
12. **ATTORNEYS' FEES. IN THE EVENT OF ANY CONTROVERSY CONCERNING THE ENFORCEMENT OR INTERPRETATION OF THESE TERMS, AND/OR THE TRANSACTIONS CONTEMPLATED BY OR COVERED BY THESE TERMS, THE PREVAILING PARTY IN ANY SUCH CONTROVERSY, WHETHER OR NOT SUIT OR OTHER PROCEEDINGS ARE ACTUALLY COMMENCED, SHALL BE**

ENTITLED TO RECOVER FROM THE OTHER PARTY ITS REASONABLE ATTORNEYS&RSQUO; FEES, CONSULTANTS&RSQUO; FEES, EXPERTS&RSQUO; FEES, AND OTHER COSTS AND EXPENSES INCURRED IN CONNECTION WITH SUCH CONTROVERSY.

13.

WAIVER OF JURY TRIAL. BUYER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, HIS/HER/ITS RESPECTIVE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THESE TERMS, AND/OR THE TRANSACTIONS CONTEMPLATED BY OR COVERED BY THESE TERMS. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY BUYER, THAT SELLER NOR ANY PERSON ACTING ON BEHALF OF SELLER HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR HAS TAKEN ANY ACTIONS WHICH IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. BUYER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR SELLER TO ENTER INTO THESE TERMS AND THE TRANSACTIONS CONTEMPLATED BY OR COVERED BY THESE TERMS, AND THAT SELLER HAS RELIED ON THIS WAIVER ENTERING INTO THESE TERMS AND THE TRANSACTIONS CONTEMPLATED BY OR COVERED BY THESE TERMS.

BORROWER

Business name

Signature

Authorized Representative Name/Purchaser

Title of Authorized Representative/Purchaser

Email

Date