

Merchant Cash Advance (MCA) Program Transaction Agreement

TERMS & CONDITIONS

Acceptance

BY CLICKING “I AGREE” YOU (the “Seller”) SIGNIFY YOUR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AS SET FORTH BELOW AND ALSO YOUR ASSENT TO BOTH THE TERMS AND CONDITIONS OF BEHALF, INC’S PRIVACY POLICY AND WEBSITE TERMS OF USE. BOTH OF THESE ADDITIONAL TERMS AND CONDITIONS ARE PUBLISHED VIA A LINK ON [https://behalf.com\(https://zazma.com\)](https://behalf.com(https://zazma.com)) (the “Website”). THE FOREGOING SHALL BE APPLICABLE TO ALL TRANSACTIONS ENTERED INTO UNDER THIS AGREEMENT.

This Behalf Merchant Cash Advance Transaction Agreement (the “Agreement”) is entered into by and between Seller and Behalf, Inc, (the “Purchaser”).

1. Purchase and Sale of Future Receivables

Purchaser agrees to purchase from Seller, and the Seller agrees to sell, assign, and transfer to Purchaser, a specified amount (the “Total Outstandings”) of Seller’s future cash, payment card, and other general account receivables (“Future Receivables”) in consideration of a purchase price identified as the order payment (the “Order Payment”). The Total Outstandings associated with the Order Payment advanced shall be described in the Transaction Summary and, unless otherwise indicated, shall be the Order Payment, plus the fee indicated in Transaction Summary. For purposes of this Agreement, the “Transaction Summary” is the webpage or webpages on Purchaser’s Website summarizing the terms of the purchase of the Total Outstandings of Future Receivables to which Seller consents. The Transaction Summary will set forth the estimated timing (the “Debit Schedule”) and amount (the “Debit Amount”) of the expected debits of the Total Outstandings and the amount of the Order Payment advanced. The Transaction Summary will also identify a specific percentage (the “Specified Percentage”) of each of Seller’s Future Receivables owed to Seller from its business activity(ies) and/or Seller’s future payment receivables until the Total Outstandings have been collected by Purchaser according to the terms and conditions set forth in this Agreement. The Debit

Schedule will be agreed upon by Seller during the online request process and recorded in the Transaction Summary. The Debit Amount shall be Purchaser's reasonable estimate of Seller's Future Receivables multiplied by the Specified Percentage during the time periods covered by the Debit Schedule. Seller agrees that Purchaser may rely upon information provided by Seller when determining the Debit Amount. Subject to Section 1(a) ("Reconciliation – Alternative Debit Amount") below, Seller will remit the Total Outstandings to Purchaser by causing the Processor to pay Purchaser the Debit Amount on each date set forth in the Debit Schedule. Seller agrees that the Order Payment will be paid directly by Purchaser to a third party vendor ("Vendor") designated by the Seller for the purpose of paying a bill owed by Seller to the Vendor in connection with Seller's acquisition of goods or services for eventual resale by the Seller.

Seller and Purchaser may enter into multiple transactions for the purchase of Future Receivables under this Agreement. Each purchase transaction will be separately documented through a new Transaction Summary. In the event Seller utilizes a purchase transaction wherein the Order Payment is paid to a Vendor for a product or service that is subject to automatic renewals, Seller agrees that the amount owed to the Vendor for each renewal will be paid by Purchaser as part of a new purchase transaction of Future Receivables in accordance with the same terms and conditions as the purchase transaction providing for the payment of the fee owed to the Vendor for the prior term. Seller acknowledges and agrees that the terms of Seller's agreement with the Vendor shall govern the amount and frequency of any automatic renewal payments, recurring billings, or other automatic billing terms and that Purchaser shall have no responsibility therefore. In the event Seller desires to change the terms of the purchase transaction funding the renewal payment, Seller shall make such changes through the Website portal or by contacting support@Behalf.com. Notwithstanding the foregoing, either Purchaser or Seller may terminate the automatic use of subsequent order payment transactions to fund future renewal fees owed to the Vendor by providing advance written notice thereof to the other party on or before five (5) business days prior to the due date of the payment of the automatic renewal. Seller may request a modification of any portion of any purchase transaction of Future Receivables that Seller has not yet performed by contacting Purchaser by email or telephone. Purchaser may agree to such a modification in its sole discretion and may require additional consideration as a condition of its agreement. If the parties agree to a modification, Purchaser may confirm the terms of purchase as modified by email. Such modifications are not intended to address any adjustment in the Debit Schedule based on Seller's actual Future Receivables, and if Seller has less Future Receivables volume than anticipated, then Seller should request reconciliation pursuant to Section 1(b) below.

(a) Reconciliation – Alternative Debit Amount. Either Seller or Purchaser may request an adjustment to the Debit Amount to more closely reflect Seller's actual Future Receivables multiplied by the Specified Percentage. Seller's request for a reconciliation must be provided to Purchaser by Seller by telephone at 18779439962 or by email at support@Behalf.com. Upon such request, Seller shall provide Purchaser with bank statements and/or other such evidence reasonably requested by Purchaser reflecting Seller's actual Future Receivables. Upon receipt of such evidence, Purchaser promptly shall adjust the Debit Amount on a going forward basis to reflect Seller's actual Future Receivables multiplied by the Specified Percentage based on the evidence provided by Seller. Purchaser also may provide an adjusted Debit Schedule reflecting Purchaser's revised estimate for delivery of the Total Outstandings based on the revised Debit Amount. Upon request for reconciliation by Purchaser, Seller shall provide bank statements and any other evidence of Seller's actual Future Receivables to Purchaser within five (5) business days of such request. Upon receipt,

Purchaser promptly shall adjust the Debit Amount and Debit Schedule on a going forward basis based on Seller's actual Future Receivables as described above in connection with a reconciliation request by Seller.

(b) Nonrecourse Sale of Future Receivables (THIS IS NOT A LOAN). Seller is selling a portion of its future revenue stream to Purchaser, not borrowing money from Purchaser. There is no interest rate or payment schedule and no time period during which the Total Outstandings must be delivered to Purchaser. Seller and Purchaser intend that the transfer of the Total Outstandings from Future Receivables from Seller to Purchaser constitutes a sale of Future Receivables and not a loan, for all purposes. Purchaser assumes the risk that Future Receivables may be remitted more slowly than Purchaser may have estimated because Seller's business has slowed down, and the risk that the full Total Outstandings may never be remitted because Seller's business went bankrupt or Seller otherwise ceased operations in the ordinary course of business, and Seller has not breached this Agreement. Purchaser is buying the Total Outstandings knowing the risks that Seller's business may slow down or fail, and Purchaser assumes these risks based on Seller's representations, warranties and covenants in this Agreement that are designed to give Purchaser a reasonable and fair opportunity to receive the benefit of its bargain.

2. Transaction

Seller hereby agrees that each cash advance transaction is for business use only and not for personal, family, or household use. Seller agrees that the amount of the Total Outstandings equals the fair market value of such an advanced Order Payment. Seller further agrees that the Order Payment will have been delivered in full at the time that said Order Payment has been transmitted to or guaranteed to a Vendor according to a specific Vendor generated purchase order as recorded in the Transaction Summary.

Purchaser does not guarantee in any way or form the availability, quality, quantity or any other aspect of the goods or services being purchased by Seller and supplied by Vendor as a result of the Agreement. Seller indemnifies and holds Purchaser and Company free of any and all responsibility in quality, quantity, order acceptance, collection or non-collection and delivery of the goods or services being acquired by Seller from Vendor as well as any other aspects of the transaction not specifically mentioned. The indemnification extends to any and all costs, damages, lost opportunities or other loss of profits, whether direct or indirect that Seller may incur as a result of the purchase or order to purchase goods or services from Vendor. Furthermore, Seller holds Purchaser and Company blameless for any and all breach of obligations of Vendor to Seller and the remedy of any such breach.

3. Processing

To the extent the Transaction Summary describes a future payment of a Specified Percentage, Seller will enter into an agreement acceptable to Purchaser with a Processor to obtain processing services ("Processing Agreement") and hereby authorizes and directs the Processor to pay the Debit Amount based on the Specified Percentage to Purchaser until such time as Purchaser receives the cash attributable to the entire Total Outstandings of Future Receivables.

Seller hereby further authorizes Purchaser to originate a debit or debits to the bank account specified in the online application (the "Bank Account"), which is the bank account owned or controlled by Seller into which the Future Receivables will be deposited, to pay to Purchaser the Specified Percentage of all sales receipts deposited or credited to the Bank Account. The Total Outstandings will be debited as described in the Transaction Summary and Debit Schedule. Such authorization shall be irrevocable, absolute and unconditional without the written consent of the Purchaser. Seller acknowledges and agrees that it will provide the Purchaser with certain of the Seller's financial and banking information as permitted by law and when required in order to facilitate this process.

Avoidance of NSF

Seller authorizes Purchaser, at Purchaser's sole discretion, to debit from the Bank Account an amount that is less than the agreed-upon dollar amount. Purchaser shall extend the Debit Schedule, on notice in order to receive the Total Outstandings.

4. Due Diligence

Seller authorizes Purchaser to conduct background, onsite and financial examinations of Seller and its owners and principals. Seller authorizes Purchaser to conduct background and financial examinations of Seller, which may include, but are not limited to, address verifications for up to ten (10) years; querying a commercial and consumer credit history and score from any credit bureau, searches of any and all relevant publicly available information hosted on the world wide web; and a search for bankruptcies, liens or judgments in all jurisdictions where Seller has conducted business (collectively "Due Diligence"). Seller also authorizes Purchaser to conduct Due Diligence on a monthly basis, whenever Seller updates details on the Purchaser website, or in advance of any automatically renewed Order Payment.

5. Account

Seller represents and warrants that Seller's sole bank account into which all settlement proceeds of receivables paid to Seller will be deposited in that Bank Account identified by account name, account number, and bank name and address provided by Seller in the online application or shown on the face of the voided check that Seller shall provide to Purchaser along with this Agreement, the delivery of which voided check is a condition precedent to Purchaser's obligations under this Agreement is an account used for business-purposes only. Seller further represents and warrants that the Bank Account is not a consumer or individual bank account used for personal, family or household purpose. If Processor transfers to the Bank Account or any other account of Seller any funds that should have been transferred to Purchaser pursuant to this Agreement, or if Seller otherwise has monies deposited in its other account(s) that otherwise should have been transferred to Purchaser pursuant to this Agreement, Seller shall immediately segregate and hold all such funds in express trust for Purchaser's sole and exclusive benefit. In any such circumstance. Seller acknowledges and agrees that Purchaser and Processor may issue a pre-notification to Seller's bank(s) with respect to such debit transactions. Within twenty-four (24) hours of any request by Purchaser, Seller shall provide, or cause Processor to provide, Purchaser with records and other

information regarding Purchaser's payment card sales, the Bank Account and any other accounts of Seller.

6. Collection Directly from Processor

If indicated in the Transaction Summary, Seller will authorize Processor to hold the Debit Amount based on the Specified Percentage of Future Receivables on behalf of Purchaser and to remit directly to Purchaser the cash attributable thereto at the same time it remits to Seller the cash attributable to the balance of the receivables. This authorization is irrevocable, absolute, and unconditional. Seller further acknowledges and agrees that the Processor will be acting on behalf of Purchaser to collect the Total Outstandings. Seller hereby irrevocably grants Processor the right to hold the Specified Percentage and to pay Purchaser directly (at, before or after the time Processor credits or remits to Seller the balance of the Future Receivables not sold by Seller to Purchaser) until the entire Total Outstandings have been received by Purchaser. Seller acknowledges and agrees that the Processor may provide Purchaser with Seller's credit card, debit card and other payment card and instrument processing history, including without limitation Seller's chargeback experience and any communication about Seller received by Processor from a card processing system as well as any other information Purchaser deems pertinent. Seller understands that Purchaser does not have any power or authority to control the Processor's actions with respect to the authorization, clearing, settlement and other processing of transactions and that Purchaser is not responsible for the Processor's actions. Seller agrees to hold Purchaser harmless for the Processor's actions or omissions.

7. Seller's Covenants, Representations, and Warranties

Seller represents, warrants, and covenants the following as of this date and during the term of this Agreement:

1. Seller represents that its Future Receivables are free and clear of all claims, liens or encumbrances of any kind whatsoever.
2. Seller shall not take any action to discourage the use of payment cards (including credit cards, debit cards, prepaid cards, or any other network branded card products) which are settled through its processor or to permit any event to occur which could have an adverse effect on the use, acceptance or authorization of such cards for the purchase of Seller's services and products.
3. Seller shall not change its arrangements with its Processor in any way which is adverse to Purchaser.
4. Seller shall not change the Processor through which the major payment cards are settled from Processor to another card processor or to permit any event to occur that could cause a diversion of any of Seller's payment card transactions to another processor without Purchaser's prior written consent.
5. Seller represents that as of this date, all of Seller's payment card sales and transactions are being processed exclusively with Processor or are being deposited exclusively into the Bank Account, provided in the online application.

6. Seller shall not voluntarily sell, dispose, convey or otherwise transfer its business or assets without the express prior written consent of Purchaser; Seller shall not enter into a concurrent agreement for the purchase and sale of future receivables with any purchaser aside from Purchaser.
7. Seller shall furnish Purchaser with the bank statements for the Bank Account and any and all other accounts to which proceeds from Seller's sales are deposited within seven days' of any such request by Purchaser.
8. Seller agrees to maintain the Bank Account into which the Seller shall immediately deposit all of its receipts on receivables. Seller agrees not to divert any of such sums into any other accounts or use any of such sums until they have been first deposited into the Bank Account and have first been made available for delivery of the Total Outstandings.
9. Seller shall not attempt to revoke its Processor authorization to Purchaser set forth in this Agreement or otherwise take any measure to intentionally interfere with Purchaser's ability to collect the cash that Seller receives (i) from Processor attributable to the Specified Percentage of Future Receivables or (ii) through debits to the Bank Account as outlined in the Debit Schedule.
10. Seller shall not close the Bank Account, or close or change the bank account into which Processor deposits the Future Receivables to another account without the Purchaser's prior written consent.
11. Seller shall not conduct its businesses under any name other than as disclosed to Purchaser or change any of its places of business without Purchaser's prior written consent.
12. Seller represents that the information it furnished Purchaser in the online application and this Agreement, including without limitation, Seller's processing statements, is true and accurate in all respects and fairly represents the financial condition, result of operations and cash flows of Seller at such dates.

8. Sale of Future Receivables/Non-Consumer Transaction

Seller and Purchaser agree that the Order Payment advanced by Purchaser in exchange for the Total Outstandings amount of Future Receivables is for the purchase and sale of the Total Outstandings of Future Receivables and is not intended to be, nor shall it be construed as, a loan or an assignment for security from Purchaser to Seller. Seller agrees that it will never institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action at law or in equity against the Purchaser for a claim of usury, a claim that the Purchaser is required to have any lending license, or any other claim contending that the Order Payment paid by Purchaser in exchange for the Total Outstandings is, or should be construed as, a loan from the Purchaser to the Seller. The foregoing is a covenant not to sue and not a release. In the event that Seller breaches or in any way violates the terms of this Section 8, the Seller agrees to indemnify the Purchaser for all damages arising from that breach, including, without limitation, the payment of all costs and expenses of every kind for the enforcement of Purchaser's rights and remedies under this Agreement, including any and all attorneys' fees and costs incurred in connection therewith. Seller hereby acknowledges and agrees that neither party to this Agreement is a "consumer" with respect

to this Agreement and underlying transaction, and this Agreement thereof shall not be construed as a consumer transaction.

9. No Right to Repurchase

Seller acknowledges that it has no right to repurchase the Total Outstandings of Future Receivables from Purchaser.

10. Sale of Additional Future Receivables

Nothing herein shall obligate either party to enter into additional agreement for the sale and purchase Future Receivables. Under such right of first refusal, if Seller desires to sell additional Future Receivables, Seller agrees to sell such receivables to Purchaser only, and not to any other prospective purchasers, so long as Purchaser purchases such Future Receivables on terms that are no less favorable to Seller as the terms and conditions of this Agreement.

11. Government Approvals

Seller is in compliance with any and all applicable federal, state and local laws and regulations and rules and regulations of card associations and payment networks. Seller possesses and is in compliance with all permits, licenses, approvals, consents, registrations and other authorizations necessary to own, operate and lease its properties and to conduct the business in which it is presently engaged.

12. Default

A "Default" shall include, but not limited to, any of the following events: (a) the breach by Seller of any covenants contained in this Agreement; and (b) any representation or warranty made by the Seller in this Agreement, proving to have been incorrect, false, or misleading in any material respect on the date on which the representation or warranty was made.

Seller hereby explicitly agrees that the communications in relation to an event constituting default may be made by electronic mail, by phone, including cellular phone, as provider to Purchaser by the Purchaser or Purchaser's designee.

Seller hereby authorizes Behalf to notify a Vendor of Seller's default of this Agreement.

13. Remedies

Purchaser shall be entitled to all remedies available under law and equity, including the right to non-judicial foreclosure, and to receive all Indemnified Amounts (as defined in and in accordance with Section 14 hereof) from Seller. In the event that Seller breaches any of the Seller's Covenants specified in this Agreement, Seller agrees that Purchaser shall be entitled to, but not limited to,

damages equal to the amount by which the cash attributable to the Total Outstandings of Future Receivables and any other amounts Purchaser is entitled to receive hereunder exceeds the amount of cash received from receivables that have previously been delivered by or on behalf of Seller to Purchaser pursuant to this Agreement. Seller hereby agrees that Purchaser and the Processor may automatically debit or otherwise withdraw such damages from Seller's accounts (including the Bank Account) via the payment processor system, electronic checks, wire transfers or otherwise.

14. Indemnification

In the event of a Breach, Seller shall assume liability for and hereby agrees to indemnify, protect, and hold harmless Purchaser, Company, its affiliates, and its and their officers, directors, employees, agents, representatives and assignees (collectively, the "Indemnified Parties"), from and against any and all liabilities, claims, losses, obligations, damages, penalties, suits, actions, controversies, or proceedings of any kind, imposed upon, incurred by, or asserted against any of the Indemnified Parties, in any way arising from (i) actions taken in reliance upon information or instructions provided to the Purchaser and/or the Processor or their member banks by or on behalf of Seller, (ii) the occurrence or termination of this Agreement, or (iii) in connection with, relating to, or incident to such Breach (collectively, "Indemnified Amounts"), including the payment of all costs and expenses of every kind for the enforcement of Purchaser's rights and remedies hereunder, including reasonable attorneys' fees, costs of any trial, appellate court proceeding, administrative proceeding, or any negotiations or consultations with respect to any such Breach. Such Indemnified Amounts will bear interest at the highest rate of interest permitted by applicable law until paid.

15. Insurance

Seller shall maintain insurance in such amounts and against such risks as are consistent with past practice and shall show proof of such insurance upon the request of Purchaser.

16. Notices

All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered by mail, overnight delivery or hand delivery to the respective Parties. Notices to Purchaser shall be sent to the following address:

PO Box 1804, New York, NY 10159

17. Binding Effect; Assignment

This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective successors and assigns, except that Seller shall not have the right to assign or delegate any of their rights or obligations hereunder or any interest herein without the prior written consent of Purchaser, which consent may be withheld in Purchaser's sole discretion. Purchaser reserves the

right to assign or delegate this Agreement or any of its rights or obligations hereunder with or without prior notice to Seller.

18. Entire Agreement

This Agreement contains the entire agreement and understanding between Seller and Purchaser and supersedes all prior agreements and understandings, whether oral or in writing, relating to the subject matter hereof unless otherwise specifically reaffirmed or restated herein. Seller and Purchaser each acknowledge and agree that he, she or it is not relying on any representations not specifically embodied in this Agreement.

19. Governing Law and Jurisdiction

THIS AGREEMENT AND ALL TRANSACTIONS IT CONTEMPLATES, INCLUDING ALL ISSUES CONCERNING THE VALIDITY OF THE AGREEMENT AND ANY TRANSACTIONS IT CONTEMPLATES, THE CONSTRUCTION OF ITS TERMS, AND THE INTERPRETATION, PERFORMANCE AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF PURCHASER, COMPANY AND SELLER (EACH, A "PARTY" AND COLLECTIVELY, THE "PARTIES"), SHALL BE GOVERNED BY AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD REQUIRE THE APPLICATION OF ANY OTHER LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PARTIES AGREE THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE ENTIRE RELATIONSHIP BETWEEN AND AMONG THE PARTIES, INCLUDING WITHOUT LIMITATION, ALL ISSUES OR CLAIMS ARISING OUT OF, RELATING TO, IN CONNECTION WITH, OR INCIDENT TO THIS AGREEMENT AND ANY TRANSACTIONS IT CONTEMPLATES, WHETHER SUCH CLAIMS ARE BASED IN TORT, CONTRACT, OR ARISE UNDER STATUTE OR IN EQUITY. AS USED HEREIN, THE PHRASE "LAWS OF THE STATE OF NEW YORK" INCLUDES NEW YORK LAW WITH RESPECT TO, AMONG OTHER THINGS, ANY APPLICABLE STATUTE OF LIMITATIONS, LACHES, OR SIMILAR TIME-BASED DEFENSE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS MADE AND PERFORMED IN THE STATE OF NEW YORK. PURCHASER AND SELLER AGREE THAT ANY AND ALL DISPUTES BETWEEN THEM REGARDING OR RELATING TO THIS AGREEMENT IN ANY WAY SHALL BE EXCLUSIVELY VENUED IN THE STATE OR FEDERAL COURTS OF THE STATE OF NEW YORK AND, BY ENTERING INTO THIS AGREEMENT, EACH OF SELLER AND PURCHASER CONSENT TO JURISDICTION THEREIN.

20. Limitation of Liability

In no event will Purchaser, Company or its officers, directors, employees, agents, representatives and assignees be liable for any claims asserted by Seller under any theory of law or statute, including any tort or contract theory for lost profits, lost revenues, lost business opportunities,

exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby expressly waived to the fullest extent permitted by law by Seller.

21. Waiver of Jury Trial

THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION, CONTROVERSY OR PROCEEDING OF ANY KIND ON ANY MATTER ARISING OUT OF, RELATING TO, IN CONNECTION WITH, OR INCIDENT TO THIS AGREEMENT OR ANY TRANSACTIONS IT CONTEMPLATES OR THE ENFORCEMENT HEREOF, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. THE PARTIES HERETO ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.

22. Class Action Waiver

The Parties acknowledge and agree that the amounts at issue in this transaction and any disputes that may arise between them are large enough to justify dispute resolution on an individual basis. EACH PARTY HERETO WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST ANY OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW.

23. Arbitration

Except as otherwise stated below, any Claim (as defined below) will be resolved, at the election of either Seller or Purchaser, by binding arbitration pursuant to (a) this arbitration provision (the "Arbitration Provision") and (b) the code of procedure of the national arbitration organization to which the Claim is referred (as in effect when the Claim is filed). For the purposes of this Arbitration Provision, "Seller" includes both Seller and any natural person(s) associated with Seller, who will be treated as a single party and election by any will be sufficient for a Claim to be arbitrated. Claims will be referred to either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. Streamlined arbitration procedures will be used if available. If a selection by Purchaser of one of these organizations is unacceptable to Seller, Seller has the right, within 30 calendar days after Seller receives notice of Purchaser's selection, to select the other organization listed to serve as arbitration administrator. For purposes of this Arbitration Provision, "Claim" means any claim, dispute or controversy (whether in contract, tort, or otherwise) past, present or future, (collectively, "Claims") as further described below. If for any reason a selected organization cannot, will not, or ceases to serve as an arbitration administrator, Seller or Purchaser may substitute another arbitrator or arbitration organization that uses a similar code of procedure and is mutually acceptable to both parties, in accordance with Section 5 of the Federal Arbitration Act. If both parties cannot agree on an arbitration organization,

then either party may ask a court of competent jurisdiction to appoint a qualified arbitration organization. An arbitration proceeding can decide only Seller's or Purchaser's Claims. Seller cannot join other parties (or consolidate Claims). Neither Seller nor Purchaser will be permitted to arbitrate claims on a class-wide (that is, on other than an individual) basis.

Small Claims Court Option. All Parties, including related third parties, shall retain the right to seek adjudication of an individual (and not class or representative) Claim in a small claims tribunal in the county of Seller's residence for disputes within the scope of such tribunal's jurisdiction. Any dispute that cannot be adjudicated within the jurisdiction of a small claims tribunal, including claims transferred by the small claims tribunal to another court, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration.

SIGNIFICANCE OF ARBITRATION; LIMITATIONS AND RESTRICTIONS. IN ARBITRATION, NEITHER SELLER NOR PURCHASER WILL HAVE THE RIGHT TO (i) HAVE A COURT OR JURY DECIDE THE CLAIM BEING ARBITRATED, (ii) ENGAGE IN PRE-ARBITRATION DISCOVERY (THAT IS, THE RIGHT TO OBTAIN INFORMATION FROM THE OTHER PARTY) TO THE SAME EXTENT THAT SELLER OR PURCHASER COULD IN COURT, (iii) PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN A CLASS ACTION, IN COURT OR IN ARBITRATION, RELATING TO ANY CLAIM SUBJECT TO ARBITRATION OR (iv) JOIN OR CONSOLIDATE CLAIMS OTHER THAN SELLER'S OWN OR PURCHASER'S OWN. OTHER RIGHTS AVAILABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. Except as set forth below, the arbitrator's decision will be final and binding. Only a court may decide the validity of items (iii) and (iv) above. If a court holds that items (iii) or (iv) are limited, invalid or unenforceable, then this entire Arbitration Provision will be null and void. Seller or Purchaser can appeal any such holding. If a court holds that any other part(s) of this Arbitration Provision (other than items (iii) and (iv)) are invalid, then the remaining parts of this Arbitration Provision will remain in force. An arbitrator will decide all other issues pertaining to arbitrability, validity, interpretation and enforceability of this Arbitration Provision. The decision of an arbitrator is as enforceable as any court order and may be subject to very limited review by a court. An arbitrator may decide any Claim upon the submission of documents alone. A party may request a telephonic hearing if permitted by applicable rules. The exchange of non-privileged information relevant to any Claim, between the parties, is permitted and encouraged. Either party may submit relevant information, documents or exhibits to the arbitrator for consideration in deciding any Claim.

Meaning of "Claims." The term "Claims" in this Arbitration Provision is to be given the broadest possible meaning and includes, by way of example and without limitation, Claims arising from or relating to (i) these Terms, (ii) any transactions between any of the parties, (iii) any application by the Seller, (iv) collection of Seller's obligations to Purchaser, (v) advertisements, promotions or oral or written statements relating to any transactions between Seller and Purchaser, including any Claims regarding information obtained by Purchaser from, or reported by Purchaser to, credit reporting agencies or others, (vi) Claims between Seller and Purchaser or Purchaser's parent corporations, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, agents, independent contractors, employees, officers, directors or representatives arising from any transaction between Seller and Purchaser, and (vii) Claims regarding the validity, enforceability or scope of this Arbitration Provision or these Terms, including but not limited to whether a given claim or dispute is subject to arbitration.

Arbitration Procedure and Costs. For a copy of relevant codes of procedure, to file a Claim or for other information about JAMS and AAA, write them, visit their web site or call them at: (i) for JAMS, 18881 Von Karman Ave., Suite 350, Irvine, CA 92612, <https://www.jamsadr.com>, or 1-800-352-5267; or (ii) for AAA, 120 Broadway, 21st Floor, New York, NY 10271, <https://www.adr.org>, or 1-800-778-7879. If either party fails to submit to arbitration following a proper demand to do so, that party will bear the costs and expenses, including reasonable attorneys' fees, incurred by the party compelling arbitration. Any physical arbitration hearing will be held in the federal judicial district selected by Seller. No matter which party initiates the arbitration, Purchaser will advance or reimburse filing fees and other costs or fees of arbitration. Each party will initially be responsible for its own attorneys', experts' and witness fees and related costs and expenses. Unless prohibited by law, the arbitrator may, applying applicable law, award fees, costs and reasonable attorneys' fees and expenses to the party who substantially prevails in the arbitration. The allocation of fees and costs relating to an appeal in arbitration will be handled in the same manner. For an explanation and schedule of the fees that may apply to an arbitration proceeding, please contact the organizations at the addresses above. The appropriate fee schedule in effect from time to time is hereby incorporated by reference into this Arbitration Provision. The cost of arbitration may be higher or lower than the cost of bringing a Claim in court, depending upon the nature of the Claim and how the arbitration proceeds. Having more than one Claim and holding a physical arbitration hearing can increase the cost of arbitration.

Governing Law for Arbitration. This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and will be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1 *et seq.*, as amended, notwithstanding any other governing law provision. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. Judgment upon any arbitration award may be entered and enforced in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA, in which case any party can appeal the award to a three-arbitrator panel administered by the selected arbitration administrator. The panel will reconsider *de novo*, that is, without deference to the ruling of the original arbitration, any aspect of the initial award requested by the appealing party.

Continued Effect of Arbitration Provision. This Arbitration Provision will continue to govern any Claims that may arise without regard to any termination, expiration, or cancellation of these Terms. If any portion of this Arbitration Provision, other than the provisions prohibiting class-wide arbitration, joinder or consolidation, is deemed invalid or unenforceable under the FAA, it will not invalidate the remaining portions of this Arbitration Provision. If a conflict or inconsistency arises between the code of procedures of the selected arbitration administrator and this Arbitration Provision, this Arbitration Provision will control.

24. Collection and Attorneys' Fees

Purchaser shall be entitled to receive from Seller and Seller shall pay all reasonable costs associated with a breach of this Agreement and the enforcement thereof, including collection charges, court costs and reasonable attorneys' fees.