

PURCHASE PROGRAM ACCOUNTHOLDER AGREEMENT

THIS PURCHASE PROGRAM ACCOUNTHOLDER AGREEMENT (this “*Agreement*”) by and between you, or on behalf of the “applicant” set forth in the application (the “*Accountholder*”), and **MULTI SERVICE PTY LTD.** (trading as TreviPay), an Australian proprietary limited company (“*TreviPay*”), with reference to the following facts:

WHEREAS, TreviPay is engaged in the business of providing a purchase financing program (the “*Purchase Program*”) with

SAMSUNG ELECTRONICS AUSTRALIA PTY LTD an Australian proprietary limited company (together with its subsidiaries and affiliates, the “*Merchant*”) through its e-commerce platform (“*E-Commerce Site*”), or to the extent applicable, it’s in store-app (the “*App*”, the App and the E-Commerce Site referred to as “*Digital Channels*”), by phone, or at its retail locations (the phone channel, retail locations and the Digital Channels, collectively, the “*Channels*”), each as made available to the Accountholder by the Merchant; and

WHEREAS, Accountholder requests TreviPay provide financing accommodations to Accountholder to participate in the Purchase Program;

NOW THEREFORE, in consideration of the mutual covenants provided herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound as follows:

1. Issuance of Credit

- a. Upon review and approval by TreviPay of the Accountholder’s application, TreviPay shall, at its sole discretion, open a Purchase Program account for the Accountholder (the “*Account*”) pursuant to which TreviPay shall extend credit to the Accountholder for making purchases on behalf of the Accountholder from Merchant through the E-Commerce Site and/or the other Channels. The Account will be identified by an Account specific identification number (the “*Account Number*”). At or near the time the Account is opened, TreviPay will advise Accountholder of the maximum amount of credit extended or to be extended by TreviPay on the Account in TreviPay’s sole and absolute discretion.
- b. The Accountholder shall appoint an administrator (the “*Administrator*”) who shall be responsible for completing the initial login process to the Program Website to set up the Account. The initial applicant Administrator cannot be edited or deleted by the Accountholder. The Accountholder can change the Administrator by contacting TreviPay as set out in Section 4(d). After the initial login process has been completed, the Administrator shall have the option to appoint individual users to conduct transactions under the Purchase Program and to have access to the Account and the Program Website (“*Users*”). The Accountholder administrator will have the ability to assign users to buyer, payer and program administrator roles. The Accountholder is solely responsible for ensuring that the level of access provided to any individual User is appropriate for that person and is in accordance with the Accountholder’s internal protocols, policies, and any internal delegation of authority. TreviPay may allow an Account to have sub-Accounts. All sub-Accounts form part of the Account and management of such sub-Account, and liability for any action by the sub-Account, is the sole responsibility of the Account and the Accountholder. The Accountholder is responsible in all respects for all purchase transactions made on the Account by all Users and all sub-Accounts and will pay TreviPay on demand for any such transactions.
- c. Any access to the Program Website purporting to be authorized by the Accountholder or the Administrator by Users will be considered by TreviPay for all purposes to be duly authorized by the Accountholder. For greater certainty, and as set out in Section 4, the Accountholder will be liable for all purchase transactions conducted through the Program Website by its Users (and its Administrator).

2. Credit Evaluation

In connection with the Accountholder’s application for participation in the Purchase Program, Accountholder hereby authorizes TreviPay and its employees, lawyers, agents, assigns, and successors to obtain from, and share with, Merchant any information Accountholder provides to TreviPay, Merchant through any means (including in connection with the Accountholder’s application for an Account), and investigate the Accountholder’s credit history in connection with Accountholder’s application, including, without limitation, through commercial reporting

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companies, and direct inquiries to businesses where Accountholder has accounts. If TreviPay determines that credit cannot be extended based on existing credit history or current credit events, then TreviPay, in its sole and absolute discretion, may approve an Account creation by requiring a security deposit, guarantee, or other collateral in order to open or to continue the Account. The Accountholder authorizes TreviPay to share with Merchant whether its application for credit has been approved.

3. Program Usage

- a. Any usage of the Account by the Accountholder shall be deemed to be an acceptance by the Accountholder of all terms and conditions contained herein and on the Program Website (as defined below) as amended from time to time by TreviPay in its sole discretion, and Accountholder's utilization of the credit line provided hereunder shall be considered acceptance of all terms and conditions as amended from time to time. Any utilization of the credit line provided hereunder (whether by Accountholder or any person or entity under Accountholder's direction or control, collectively, "**Authorized Persons**") shall mean that the Accountholder has read this Agreement and has agreed to accept all of the terms and conditions contained herein.
- b. Acting reasonably, we can change or vary any term of this Agreement dealing with:
 - i. the pricing of your loan (including credit fees and interest rates, but subject to any specific agreement such as a fixed rate period);
 - ii. the day you make repayments or we debit interest to your loan account;
 - iii. a change in law or market practice;
 - iv. a change in technology or other ways of communication;
 - v. a change in payment methods; or
 - vi. any other reasonable change.
- c. If you are not satisfied with any change or variation to this Agreement, the Accountholder may close its Account through the Program Website or by notifying TreviPay using the telephone number or email address located at the bottom of the Program Website, any time before the changes come into effect, provided that Accountholder will remain liable for any outstanding and pending amounts payable under the Account.
- d. You will be notified in accordance with applicable laws on or before the day the change takes effect by electronic means through the Program Website, or any other method of communication as determined by TreviPay. You may not be notified of changes which reduce your obligations.
- e. Usage of the Account by the Accountholder includes the retention or use of the Account by (i) the Accountholder (including the Administrator on the Account); (ii) any person or entity under Accountholder's (or the Administrator's) direction or control; or (iii) any User. As a condition of participating in the Purchase Program, Accountholder consents to receive information from TreviPay electronically through the TreviPay program portal ("**Program Website**") and provided to Accountholder as part of Accountholder's onboarding into the Purchase Program, or any other method of communication as determined by TreviPay. Accountholder should print or otherwise save copies of any Account history, invoices, statements, and related communications from TreviPay for its own records. The Accountholder may only use the Purchase Program for business and commercial purposes and not for household, personal, family.

4. Ownership of Accounts

- a. All Accounts opened in connection with the Purchase Program are non-transferable and non-assignable by the Accountholder. Accountholder will be responsible for all charges incurred through the use of the Account opened under the Purchase Program no matter how it is incurred or who has incurred it.

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- b. TreviPay reserves the right to cancel the Account(s) at any time. Accountholder will be responsible for all charges incurred through the use of the Account issued hereunder by Accountholder or by any Authorized Persons and agrees to repay all amounts owing on the Account.
- c. The Accountholder is liable and agrees to be responsible for any unauthorized use of the Account. If an Account number, sub-Account number or any password or Account credentials are lost, stolen or compromised or suspected to be lost, stolen or compromised, or if the Accountholder believes there may have been unauthorized access to the Account, it is the Accountholder's sole responsibility to notify TreviPay immediately and Accountholder must immediately deactivate the Account through the Program Website to prevent unauthorized usage of the Account. Any unauthorized usage of the Account prior to such deactivation shall remain the Accountholder's sole responsibility except where such loss arises from fraud, negligence or wilful misconduct by TreviPay, its employees or its agent. Accountholder should follow-up such deactivation with written notification sent directly to TreviPay program support at the notice address listed below, and using the telephone number or email address located at the bottom of the Program Website, or through the Program Website. Upon receipt of such deactivation notice, TreviPay program support will suspend and/or close the Account and will take commercially reasonable steps to prevent the further unauthorized usage of the Account number and sub-Account numbers. If the Account number or any sub-Account number is honored prior to the receipt of such deactivation notice, Accountholder will be responsible for all charges incurred through the use of the Account.
- d. The Accountholder (and the Administrator and each User is responsible for keeping its password(s) and other credentials confidential and safe and for protecting its password(s) and credentials to access the Program Website and to select a password that cannot be easily guessed. The Accountholder will be liable for any unauthorized uses of the Program Website (as well as the Account as set forth in this Section).
- e. Access to the Program Website must be restricted to the Administrator and Users who are authorized representative(s) of Accountholder. All requests for changes to the Account or other communications regarding the Account must be submitted electronically through the Program Website, or in a written notice or in an email from an officer and/or another authorized representative of the Accountholder as set forth in Section 4(b), or as otherwise agreed to by TreviPay.

5. Representations and Warranties

Accountholder represents and warrants the truth, completeness, and accuracy of the following in connection with this Agreement:

- a. The financial information and all other information provided to TreviPay or Merchant as part of the Purchase Program is true, complete and accurate;
- b. This Agreement is valid, binding, and enforceable against the Accountholder;
- c. The execution of this Agreement and the performance of its obligations hereunder are within the Accountholder's (or its designee's) power, have been authorized by all necessary corporate actions and does not constitute a breach of any agreement of Accountholder with any other party;
- d. Accountholder has and continues to comply with all applicable state and federal laws, statutes, ordinances, rules, regulations, and requirements of governmental authorities as they relate to the use of the Account;
- e. The execution of this Agreement and the performance of its obligations hereunder shall not cause a breach by Accountholder of any duty arising in law or equity;
- f. Accountholder possesses the financial capacity to perform all of its obligations hereunder; and
- g. The credit extended by TreviPay to Accountholder shall be applied wholly or predominantly for business purposes and shall not be used for individual, personal, family, or household purposes.

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6. Limitations of Warranties

The Accountholder acknowledges that TreviPay is not a seller of any merchandise, goods, or any services obtained by Accountholder from Merchant, or from any other third party under the Purchase Program and that the Merchant is the party solely responsible for fulfilling any purchase transactions made by the Accountholder. Accordingly, TreviPay does not warrant or make any representations regarding any goods, merchandise or services from any source obtained by Accountholder under the Purchase Program. TreviPay does not make any representations or warranties with respect to the E-commerce Site or any of the Channels, the functionality or security of the E-Commerce Site or any of the Channels, or in any other respect regarding the E-commerce Site or any of the Channels. TreviPay neither sells nor warrants in any respect any of the goods or services obtained from Merchant through the E-commerce Site or any of the Channels, or from any other third party under the Purchase Program, or from Merchant, any Merchant subsidiary or affiliates, or any other third party through whom Accountholder can use its Account to purchase goods in any other location from time to time. TreviPay's sole function in connection with the Purchase Program is to furnish financial services and accommodations to the Accountholder. **TREVIPAY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY SUCH GOODS OR SERVICES PURCHASED FROM MERCHANT, ITS SUBSIDIARIES OR ANY OF ITS AFFILIATES, OR A SELLER, OR ANY OTHER THIRD PARTY, OR THROUGH THE E-COMMERCE SITE OR ANY OF THE CHANNELS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ACCOUNTHOLDER HEREBY WAIVES ANY RIGHT TO BRING ANY CLAIM AGAINST TREVIPAY IN CONNECTION WITH ANY OF THE FOREGOING.**

7. Indemnification and Limitation of Liability

Subject to any warranties implied by law that cannot be excluded and provided that there is no gross negligence or wrongful misconduct, Accountholder shall indemnify and hold TreviPay harmless against all losses, damages, costs, expenses (including legal fees), and liability, including any third-party claims, which may result from: (i) the proper performance of TreviPay's obligations hereunder; (ii) any negligent or wrongful act or omission of Accountholder, its directors, officers, agents, employees, and subcontractors; or (iii) any breach by the Accountholder of the terms of this Agreement or if any representation or warranty made by the Accountholder in connection with or under this Agreement shall prove to have been incorrect when made or deemed to have been made. IN NO EVENT SHALL TREVIPAY OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO ACCOUNTHOLDER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE, OR HAVE ANY LIABILITY AS A RESULT OF ANY DATA BREACH, IP INFRINGEMENT OR BREACH OF CONFIDENTIALITY OBLIGATIONS BY MERCHANT OR ANY OF ITS SUBSIDIARIES OR AFFILIATES OR ANY SELLER, IN CONNECTION WITH THE PURCHASE PROGRAM OR THROUGH THE E-COMMERCE SITE OR ANY OF THE CHANNELS, OR FOR MERCHANT'S OR ANY OF ITS SUBSIDIARIES' OR AFFILIATES OR ANY SELLER'S FAILURE TO PROPERLY AND SECURELY STORE ACCOUNTHOLDER'S INFORMATION OR PROPERLY TRANSMIT ACCOUNTHOLDER'S INFORMATION TO TREVIPAY FROM TIME TO TIME, OR FOR MERCHANT'S OR ANY OF ITS SUBSIDIARIES OR AFFILIATES, OR ANY SELLER'S OR ANY OTHER THIRD PARTY'S FAILURE TO CORRECTLY INVOICE OR CHARGE TAX OR VAT, GST, OR HST FOR ANY TRANSACTIONS MADE THROUGH THE PURCHASE PROGRAM. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL TREVIPAY HAVE ANY LIABILITY TO ACCOUNTHOLDER IN CONNECTION WITH ANY BREACH BY MERCHANT OR ANY OF ITS SUBSIDIARIES OR AFFILIATES OR ANY SELLER OF ANY CONTRACT TERMS WITH ACCOUNTHOLDER ON THE E-COMMERCE SITE OR ANY OF THE CHANNELS OR ELSEWHERE. ACCOUNTHOLDER ACKNOWLEDGES THAT EMAIL IS NOT A SECURE FORM OF TRANSMISSION AND THAT IT MAY POTENTIALLY BE INTERCEPTED OR OTHERWISE OBTAINED BY PERSONS OTHER THAN THE INTENDED RECIPIENT AND WAIVES ALL RIGHTS AND REMEDIES PERTAINING TO THE COMPROMISE OF ANY ELECTRONIC COMMUNICATION BETWEEN TREVIPAY AND MERCHANT, OR ANY OF ITS SUBSIDIARIES OR AFFILIATES OR A SELLER IN CONNECTION WITH THE PURCHASE PROGRAM. ACCOUNTHOLDER ACKNOWLEDGES AND AGREES THAT TREVIPAY'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO

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THE LESSER OF THE AMOUNTS RECEIVED FROM ACCOUNTHOLDER IN THE PRECEDING 12 MONTHS PERIOD (FROM THE DATE OF SUCH CLAIM), OR AUD 10,000.

8. Credit Limit/Credit Line

A credit line will be assigned to the Accountholder, based on TreviPay's determination of the creditworthiness of the Accountholder's application pursuant to Section 1. The amount of available credit of such credit line (the "**Credit Limit**") shall include the outstanding amounts of all purchases Accountholder has made under the Purchase Program, whether billed or unbilled. If Accountholder finds its Credit Limit to be inadequate, then Accountholder may notify TreviPay through the Program Website and request a modification to its Credit Limit. Accountholder may be required to provide additional evidence as may be necessary to support Accountholder's creditworthiness in TreviPay's sole discretion. TreviPay will review and modify credit limits in accordance with TreviPay's credit line policies. To the extent such option is not available for any reason on the Program Website, or secondarily after making such request on the Program Website for confirmatory purposes, Accountholder may also email or call TreviPay using the telephone number or email address located at the bottom of the Program Website in connection with a request for a Credit Limit increase. TreviPay, acting reasonably, reserves the right to lower, suspend or terminate the Credit Limit assigned to an Accountholder at any time and for any reason in its sole discretion. Accountholder is responsible for ensuring that it does not exceed its Credit Limit.

9. Payment/Delinquent Account/Operation of the Account

- a. Accountholder can utilize the Account for making purchases through the Purchase Program. Each purchase made by the Accountholder from the Merchant using the Account will be treated as a draw on the Account in the aggregate amount of the purchase transaction (including tax) (the "**Purchase Amount**") made by the Accountholder and the Purchase Amount will be applied against the Credit Limit as set out in Section 8.
- b. For each individual purchase made using the Account, TreviPay will issue an invoice setting out the Purchase Amount. Invoices shall be issued on a daily, weekly or other basis (depending on the Account's billing settings) and shall set out the due date of payment for the invoice (which shall be net 30 or otherwise depending on the Account's billing settings or options as provided in the Program Website and selected by the Accountholder). All payments will be due on the due date indicated on the invoice. TreviPay shall apply all payments received by the Accountholder to the total amounts due by Accountholder under the Purchase Program on the Account but may in its sole discretion, through the Program Website, provide Accountholder with the option to designate a payment to a specific invoice. In the absence of remittance instructions, or if remittance instructions are incomplete or invalid, TreviPay will apply payments first to any accrued interest owing by Accountholder on all outstanding invoices and then to the other amounts due on the invoices on a first-in, first-out basis (meaning that payments will be applied to the oldest invoices first). TreviPay reserves the right to apply payments and issue refunds on the Account at its sole discretion. Account statements in respect of which TreviPay receives payment on or before the due date shall bear no interest or fees. Invoices where payment is not received in full by TreviPay by the due date will be considered delinquent. Delinquent invoices may be assessed, in the sole discretion of TreviPay, a late fee at a rate of the lesser of one and a half percent (1.5%) per month of the Purchase Amount of the outstanding invoice (equal to an annual interest rate of 18%) or the maximum percentage interest rate permitted pursuant to applicable law. Late fees are assessed on each subsequent invoice in which such late fees have accrued until paid in full. Such late fees are only assessed on outstanding and delinquent invoices and are not based on the entire amount billed in a given billing period. Late fees may be waived or modified by TreviPay in its sole discretion. The Accountholder is liable for all late fees assessed to the Account and must pay the fees to maintain the Account below the Credit Limit and in good standing.
- c. TreviPay may offset any amounts owed by TreviPay to Accountholder against any claims TreviPay has against the Accountholder. Accountholder is and shall be liable to TreviPay for all costs and expenses incurred by TreviPay in collection and enforcing its rights hereunder, including but not limited to, late fees, and reasonable legal and collection fees, if any, incurred by TreviPay to collect all amounts due on Accountholder's Account.

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- d. The payment terms stated in this Agreement, and/or any subsequent amendments, apply to all invoices and supersede the payment terms of any Purchase Order (“**P.O.**”), third party contract, or any other documentation the Accountholder may have signed.
- e. Accountholder shall make payments to TreviPay or TreviPay’s designee as frequently as may be necessary to ensure that the outstanding Account balance remains within the Credit Limit and that Accountholder remains in compliance with the payment terms set forth herein and in the invoice. If Accountholder for any reason should fail to pay any amount due to TreviPay on the due date under an invoice (and hereunder), Accountholder understands and agrees that TreviPay may immediately take any of the following actions:
 - i. Demand and require immediate payment of any money due under this Agreement.
 - ii. Call up and require payment of the entire balance owing under this Agreement.
 - iii. Exercise any right, power or privilege conferred by law, equity, this Agreement or any security (including any letter of credit or other security pledged by Accountholder for the benefit of TreviPay).
- f. TreviPay will not:
 - i. require Accountholder to repay the amount Accountholder owes it;
 - ii. take enforcement action against Accountholder; or
 - iii. enforce any security held to secure repayment under this Agreement, unless
 - iv. TreviPay has given you at least 30 days written notice of the overdue amount; and
 - v. Accountholder has not rectified the overdue payment during that period.
 - vi. In the event that a payment made to TreviPay or TreviPay’s designee is returned by the Accountholder’s bank, then TreviPay reserves the right to charge a returned payment fee to the Accountholder’s Account in the amount of AUD fifty (AUD 50.00) per instance or the maximum amount permitted by law, if less. Accountholder may pay its billing statement by direct debit to its bank account via automated clearing house (“**ACH**”) (to the extent available), or by way of an Electronic Funds Transfer (“**EFT**”), or such other means as approved by TreviPay from time to time (to the extent payment is made by check, Accountholder shall send the payment to the address on the billing statement). Accountholder shall notify TreviPay of its election to pay any amounts due and payable hereunder through ACH or reoccurring or one-time EFT via the Program Website, or as otherwise instructed to or agreed to by TreviPay. Accountholder shall be responsible for any and all banking fees incurred with respect to any remittance, including, but not limited to wire transfer fees and currency conversion fees (the “**Bank Fees**”), if any.

10. Disputes

Accountholder acknowledges that if it has a disagreement or dispute with Merchant in respect of a purchase made under the Purchase Program in any respect, or with respect to any right of set-off or compensation, Accountholder may raise a dispute with the Merchant through the Program Website within sixty (60) days from the original invoice date (the “**Purchase Dispute Period**”). Accountholder acknowledges and agrees that Accountholder and Merchant are solely responsible for settling any disputes with respect to a purchase. Accountholder acknowledges and agrees that TreviPay may rely solely on any decision made by Merchant with respect to whether a refund or credit is due to the Accountholder through TreviPay, and such decision shall be final as between the Accountholder and TreviPay. Accountholder acknowledges and agrees that TreviPay is not responsible for any defect in, or the quality of, or the quantity of, any goods or services obtained by Accountholder from Merchant under the Purchase Program using the Account and such issues shall have no effect on the indebtedness of Accountholder to TreviPay under this

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Agreement. Accordingly, in these circumstances where Accountholder has raised a dispute with respect to a purchase, Accountholder is still required to pay all amounts outstanding on the Account owing to TreviPay with respect to such purchase even if there is a problem or dispute between the Accountholder and the Merchant which remains unresolved. Accountholder acknowledges and agrees that TreviPay is not responsible for resolving any disputes Accountholder may have with the Merchant and that TreviPay cannot reverse purchases made from the Merchant using the Account.

In the event that the Accountholder finds any discrepancies, errors or omissions with respect to information contained in any statement or invoice or with respect to any purchase transaction posted to the Account, the Accountholder shall have sixty (60) days from the original invoice date to dispute any charges made in respect of a transaction for such reasons under the Purchase Program. Disputes can be submitted through the Program Website as set out in the instructions contained in the FAQ page located at the Program Website or by contacting TreviPay at the telephone number or email address located at the bottom of the Program Website. If an invoice in respect of a purchase transaction is not disputed within the Purchase Dispute Period in accordance with the terms hereof, then the invoice shall be deemed to be conclusively correct and complete and will be binding on the Accountholder and the Accountholder will be liable for all charges related to the purchase transaction.

Accountholder acknowledges and agrees that TreviPay may rely solely on Merchant's determination with respect to any dispute, and such decision with respect to such dispute shall be final as between TreviPay and Accountholder. **A CLAIM OF A DISPUTE ARISING FROM ANY ISSUE OTHER THAN A BILLING ERROR (FOR EXAMPLE, BUT NOT AS A LIMITATION, DISPUTES ARISING FROM WARRANTY CLAIMS, REPRESENTATIONS, PRODUCT QUALITY, OR INCORRECT PRODUCT RECEIVED AND ACCEPTED BY ACCOUNTHOLDER), REGARDLESS OF HOW SUCH DISPUTE IS ULTIMATELY RESOLVED BY MERCHANT OR A SELLER, SHALL UNDER NO CIRCUMSTANCES BE CONSIDERED A DEFENSE TO PAYMENT OF THE UNDERLYING OBLIGATION TO TREVIPAY AND ALL OBLIGATIONS SHALL BE DUE BY THE INVOICE DUE DATE UNLESS OTHERWISE AGREED TO BY TREVIPAY IN WRITING, AND ACCOUNTHOLDER HEREBY WAIVES ANY AND ALL SUCH DEFENSES TO PAYMENT THAT ARISE AS A RESULT OF A CLAIM OF BREACH OF A REPRESENTATION OR WARRANTY BY MERCHANT OR A SELLER, TREVIPAY, OR OTHERWISE THAT IT MAY BE ENTITLED TO UNDER APPLICABLE LAW OR BY CONTRACT. THE ACCOUNTHOLDER ACKNOWLEDGES THAT ANY DISPUTE THAT IS RESOLVED IN FAVOR OF THE ACCOUNTHOLDER WILL ENTITLE THE ACCOUNTHOLDER TO A CREDIT FROM THE MERCHANT OR A SELLER (AND NOT A REFUND), UNLESS OTHERWISE AGREED TO BY THE MERCHANT OR SELLER AND ACCOUNTHOLDER.**

11. Choice of Law; Jurisdiction; Venue/Waiver of Immunity/Trial by Jury

- a. This Agreement, and any continuing guarantee, to the extent required, is governed by the laws of New South Wales, Australia. The Parties each submit to the exclusive jurisdiction of the courts of that place and the courts of appeal from them. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by mediation in accordance with the Australian Disputes Centre ("**ADC**") Arbitration Rules. The seat of mediation shall be Melbourne, Australia. The language of the arbitration shall be English. The Parties agree that any party may seek a separate order from a court of competent jurisdiction enforcing the arbitrator(s)'s order protecting the disclosure of pleadings, motions, discovery responses, depositions, testimony, and documents exchanged or filed in the arbitration, provided, however, that such motion and responses thereto shall be filed under seal. Notwithstanding the foregoing, TreviPay may, at its option, choose to pursue legal action against the Accountholder in (1) the courts of Australia; or (2) The courts of any jurisdiction where the Accountholder does business or any other courts with jurisdiction. To the extent allowed by law, TreviPay may take concurrent proceedings in any number of jurisdictions. **ALL ACTIONS, CLAIMS, DISPUTES AND PROCEEDINGS ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND ACCOUNTHOLDER WILL NOT UNDER ANY CIRCUMSTANCES CONSOLIDATE OR SEEK CLASS TREATMENT FOR ANY SUCH ACTION, CLAIM, DISPUTE OR PROCEEDING UNLESS PREVIOUSLY AGREED TO IN WRITING BY TREVIPAY.**

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- b. Accountholder agrees that in the event of default, TreviPay may institute suit against the Accountholder as set forth in Section 11(a) and that service of process by certified mail, return receipt requested, postage prepaid, and addressed to the Accountholder shall be sufficient to confer jurisdiction of said courts, regardless of where the Accountholder is geographically located or does business.
- c. To the fullest extent permitted by applicable law, Accountholder expressly and irrevocably waives, and agrees not to assert, a defense of immunity on the grounds of sovereign immunity or other similar grounds in any action or proceeding which may be commenced or asserted by TreviPay against Accountholder or Accountholder's revenues and/or assets, whether in whole or in part or otherwise, which status would otherwise entitle Accountholder to assert such a defense in any claim against it from: (a) suit; (b) jurisdiction of any court; (c) relief by way of injunction, order for specific performance or for recovery of property; (d) attachment of Accountholder's revenues and/or assets (whether before or after judgement); and (e) execution or enforcement of any judgement to which Accountholder or Accountholder's revenues and/or assets might otherwise be subject in any proceedings in the courts of any jurisdiction. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF THESE TERMS AND CONDITIONS.** No action shall be brought against TreviPay by Accountholder arising out of any transactions charged to any Account in accordance with this Agreement more than one (1) year from the date therefrom or, if less, such period of time set forth by the laws Australia.

12. Term and Termination

This Agreement will continue in effect until terminated by either party immediately upon written notice to the other at the mailing address or email address, in the case of TreviPay, as set forth herein, or in the case of Accountholder, at the mailing address or email address set forth in the Accountholder application or maintained in the Program Website. This Agreement may be terminated by either party at any time by giving written notice to the other party; provided, however, that such termination shall not relieve Accountholder of the obligation to repay any outstanding or pending amounts owed to TreviPay in connection with such Accountholder's Account. Upon termination, the Account shall be immediately terminated and deactivated, and the Accountholder must immediately destroy all Account identification numbers in the possession or under the control of the Accountholder or any Authorized Person. Accountholder shall have the responsibility to pay all amounts outstanding on the Account, which shall become immediately due and payable. All terms and provisions by their nature that should survive the termination of this Agreement shall so survive and continue in full force and effect after the termination or expiration of this Agreement, including, without limitation, Sections 6, 7, 10, 11, and 12.

13. Assignment

TreviPay may assign, novate, or otherwise transfer this Agreement and any and all rights and obligations hereunder without prior notice to Accountholder. Accountholder may not assign or transfer this Agreement or any rights or obligations hereunder, by merger, or law, or otherwise, without the prior written consent of TreviPay.

14. Waiver and Amendment

Failure by TreviPay to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing and signed by TreviPay. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

15. Electronic Communication

This Agreement authorizes TreviPay to transmit Accountholder information via email to the Merchant and to the Accountholder at the email address(es) provided for communication in the Accountholder application or maintained at the Program Website. Accountholder acknowledges that the email communication may contain confidential information intended solely for the use of the Accountholder and its authorized agents and representatives. In consideration of TreviPay's willingness to provide the reporting to Accountholder via email, Accountholder agrees

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that it will not hold TreviPay responsible for any email communication intercepted or received by anyone other than the intended recipients. Accountholder hereby releases TreviPay and its affiliates, and each of its agents, employees, and representatives, from any and all liabilities, claims, losses, damages, injuries, and expenses of any kind in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients. Accountholder hereby further agrees to indemnify, defend, and hold harmless TreviPay and its affiliates, and each of its agents, employees and representatives, from and against any and all liabilities, claims, losses, damages, injuries, or expenses sought by a third party and in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients. Accountholder's obligations, as set forth in Section 15, shall not apply to the extent such liabilities, claims, losses, damages, and injuries are caused by the gross negligence or willful misconduct of TreviPay, or its employees or agents.

16. Correspondence

All written correspondence, with the exception of payments, pertaining to Accountholder's Account shall be sent to the following address via certified or registered mail, overnight courier:

Multi Service Pty Ltd. (trading as TreviPay)
Level 10, North Tower
459 Collins Street
Melbourne, VIC 3000
Australia
ATTN: Samsung Business Finance Purchase Program

You may also contact TreviPay using the telephone number or email address located at the bottom of the Program Website, which however, will not constitute notice to TreviPay unless followed by a written correspondence of the same to TreviPay's address above.

17. Accountholder Data and Personal Information

The parties certify and hereby agree to comply with the following terms, conditions, and restrictions related to any Accountholder data and any Personal Information contained therein or otherwise exchanged or transferred between the parties. Each party acknowledges and agrees that Accountholder data shall be considered confidential information regardless of whether provided verbally, in written form, or otherwise. TreviPay further agrees that it shall not, without the prior written consent of the Accountholder, (i) sell Personal Information, (ii) retain, use, or disclose Personal Information for any purpose other than for the specific purpose of performing the services specified in this Agreement, including retaining, using, or disclosing Personal Information for a commercial purpose other than providing the services specified in the Agreement; or (iii) retain, use, or disclose Personal Information for any purpose outside the scope of this Agreement. Accountholder shall ensure, for the duration of the Agreement, that any Accountholder data and any Personal Information provided to TreviPay is accurate, reliable, and relevant to the Purchase Program. Accountholder represents that its collection and disclosure of Personal Information to TreviPay, and TreviPay's use of such Personal Information in connection with the Purchase Program, shall not violate, or infringe upon an individual's data privacy rights afforded under, any applicable law, statute, or regulation. In the event that Accountholder provides Personal Information to TreviPay, Accountholder acknowledges and agrees that TreviPay shall, in addition to the terms and conditions set forth herein, collect, use, and disclose such Personal Information in accordance with its website Privacy Policy, which may be amended from time to time and is accessible at www.trevipay.com, and Accountholder shall provide the Privacy Policy, or a link thereto, to any individual whose Personal Information is provided to TreviPay by Accountholder. Accountholder hereby authorizes and directs TreviPay to disclose any Personal Information to any third party with whom TreviPay has a business relationship that governs, or otherwise relates to, Accountholder's obligations, responsibilities, services rendered, or benefits provided for, under the Purchase Program, including any merchants, and any organisation providing online verification of the Account Holder's identity (as required under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*), provided the third party does not sell the Personal Information. For purposes of this Section 17, the term "**Personal Information**" means any information that can be used to distinguish or trace an individual's

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identity, either alone or when combined with other personal or identifying information, that is linked or linkable to a specific individual, and that is subject to, or otherwise afforded protection under, an applicable data protection law.

18. Trademarks

The Merchant marks are and will continue to be trademarks owned by Merchant. The TreviPay marks are and will continue to be trademarks owned by Multi Service Technology Solutions, Inc.

19. Effective Date

This Agreement shall be effective on the date on which Accountholder executes this Agreement.

20. Language

The parties acknowledge having requested that this Agreement be drafted in the English language.

21. Currency

Accountholder will make all payments under this Agreement in Australian Dollars, unless a different currency is consented to and offered by TreviPay. If Accountholder makes a payment in a currency other than Australian dollars (whether voluntary or pursuant to an order or judgement of jurisdiction) such payment will constitute a discharge of the obligations of Accountholder under this Agreement only to the extent of the amount of Australian Dollars which TreviPay is able to purchase with the amount it receives on the date of receipt. If the amount of Australian Dollars which TreviPay is able to purchase is less than the amount originally due to it, Accountholder will indemnify TreviPay from any loss arising as a result of such deficiency.

22. Third Party Beneficiary/Agency

Nothing contained in this Agreement will or is intended to create or will be construed to create any right in or any duty or obligation to any third party, nor does this Agreement create any third-party beneficiary rights in the Accountholder with respect to any other agreement that may exist between TreviPay and Merchant. Accountholder acknowledges and agrees that with respect to Merchant, TreviPay is an independent contractor in the performance of all its Services under the terms of this Agreement, and nothing in this Agreement will be construed to create any relationship of employer and employee between TreviPay or TreviPay's directors, officers, employees, agents, and servants and Accountholder or Merchant. Nothing in this Agreement will be construed to create any joint venture, agency, or partnership relationship between TreviPay and Accountholder or Merchant.

23. Severability

If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

24. Future Reference

Please retain this Agreement for future reference.

By clicking "Yes" below, Accountholder certifies that all information provided in connection with Accountholder's application and Account to be true and correct, and agrees to be bound by the terms and conditions set forth above.