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 Technology Solutions, Inc. (dba TreviPay) ("***TreviPay***"), with reference to the following facts:

WHEREAS, TreviPay is engaged in the business of providing a purchase financing program (the "***Pay By Invoice Program***") which can be used through certain commerce channels of Walmart, Inc. and its affiliates (the "***Merchant***"). Such commerce channels may include the Merchant's e-commerce website ("***E-Commerce Site***"), in-store app (the "***App***", the App and the E-Commerce Site referred to as "***Digital Channels***"), and retail locations (the retail locations and the Digital Channels, collectively, the "***Channels***"); and

WHEREAS, Accountholder requests TreviPay provide financing accommodations to Accountholder to participate in the Pay By Invoice 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 Accountholder's application, TreviPay, at its sole discretion, shall open a Pay By Invoice Program account for Accountholder (the "***Account***") pursuant to which TreviPay shall extend credit to Accountholder for making purchases on behalf of 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, which may be adjusted in TreviPay's sole discretion.

b. Accountholder shall appoint an administrator (the "***Administrator***") who shall be responsible for setting up the Account in TreviPay's Accountholder web portal (together, the "***Program Website***"). The initial Administrator cannot be edited or deleted by Accountholder. Accountholder can change the Administrator by contacting TreviPay as set out in Section 4(e). After the initial login process has been completed, the Administrator shall have the option to appoint individual users to conduct transactions under the Pay By Invoice Program and to have access to the Account and the Program Website ("***Users***"). The Administrator will have the ability to assign users to buyer, payer and program Administrator roles. 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 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 Accountholder. 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 Accountholder or the Administrator by Users will be considered by TreviPay for all purposes to be duly authorized by Accountholder. For greater certainty, and as set out in Section 4, Accountholder will be liable for all purchase transactions using the Pay By Invoice Program conducted through the Channels by its Users (and its Administrator).

2. Credit Evaluation

a. In connection with Accountholder's application for participation in the Pay By Invoice 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 Accountholder's application for an Account), and investigate Accountholder's credit history in connection with Accountholder's application, including obtaining commercial credit reports on Accountholder. This credit history investigation may include, without limitation, inquiries to commercial reporting companies and direct inquiries to businesses where Accountholder has accounts.

b. 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, guaranty, or other collateral in order to open or to continue the Account. Accountholder authorizes TreviPay to share with Merchant whether Accountholder's application for credit has been approved.

c. If TreviPay approves Accountholder's application for credit, Accountholder authorizes TreviPay to perform periodic credit history investigations and to periodically obtain additional commercial reports on Accountholder to determine whether Accountholder continues to meet the requirements for an Account.

d. Small Business Credit Evaluation. Where used throughout this Agreement, the term "***You***" refers to the Principal Owner of Accountholder who is completing the Account application on behalf of Small Business Accountholder and approving this Agreement. For purposes of this Agreement, "***Principal Owner***" means an owner of 25% or more of Accountholder and a "***Small Business***" is any enterprise with less than $10,000,000 in annual revenue. If Accountholder is a Small Business, You authorize TreviPay to obtain a consumer report on You from a consumer credit reporting company to determine whether Accountholder meets the minimum requirements for an Account. If TreviPay approves Accountholder's application for credit and Accountholder is a Small Business, You authorize TreviPay to perform periodic credit history investigations and obtain additional consumer reports on You to determine whether Accountholder continues to meet the requirements for an Account.

3. Program Usage

a. Accountholder may only use the Pay By Invoice Program for business and commercial purposes and not for household, personal, or family purposes.

b. As a condition of participating in the Pay By Invoice Program, Accountholder consents to receive information from TreviPay electronically through the Program Website and the Merchant's website, 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.

c. Any usage of the Account by Accountholder shall be deemed to be an acceptance by Accountholder of all terms and conditions contained herein and on the Program Website, 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 Accountholder has read this Agreement and has agreed to accept all of the terms and conditions contained herein. This Agreement and the terms and conditions contained herein may be amended, modified, or otherwise supplemented from time to time by TreviPay upon prior written notice to Accountholder at its place of business, any address registered by Accountholder with a county, state, or federal government authority, or at any address provided to TreviPay by Accountholder as part of its application for an account or from time to time through the Program Website (whether orally, via email, or otherwise), and if no effective date of the revised terms is provided in such notice, then such revised terms shall be effective as of the date of such notice (for purposes hereof, email notification by TreviPay shall constitute written notice). After receipt of such notice, Accountholder's continued use of the Account shall be deemed acceptance of such revised terms and conditions. If Accountholder does not accept the changes, then Accountholder may close its Account through the Program Website or by notifying TreviPay at the notice address listed below or by 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 prior to termination. Usage of the Account by Accountholder includes the retention or use of the Account by (i) 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.

4. Ownership of Accounts

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

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. 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 Accountholder believes there may have been unauthorized access to the Account, it is 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 Accountholder's sole responsibility. 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 provided on 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 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. 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. Accountholder will be liable for any unauthorized uses of the Account or the Program Website.

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 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 (if Accountholder is a Small Business, You also represent and warrant the following):

a. The financial information and all other information provided to TreviPay or Merchant as part of the Pay By Invoice Program is true, complete and accurate;

b. This Agreement is valid, binding, and enforceable against Accountholder;

c. The execution of this Agreement and the performance of its obligations hereunder are within Accountholder's (or its designee's) and Your power, have been authorized by all necessary corporate actions and does not constitute a breach of any agreement of Accountholder or You with any other party;

d. Accountholder has and continues to comply with all applicable state and federal 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;

g. If Accountholder is a Small Business, You are a Principal Owner of Accountholder and You are authorizing TreviPay to obtain Your consumer report in connection with the credit evaluation process, as well as to obtain additional consumer reports on You in the future to ensure that Accountholder continues to meet the requirements for an Account; and

h. The credit extended by TreviPay to Accountholder shall be used solely to carry on a business or commercial enterprise and shall not be used for individual, personal, family, or household purposes.

6. Limitations of Warranties

a. TreviPay's sole function in connection with the Pay By Invoice Program is to furnish financial services and accommodations to Accountholder. Accountholder acknowledges that TreviPay is not a seller of any merchandise, products, or services obtained by Accountholder from Merchant or from any other third party under the Pay By Invoice Program. TreviPay is not responsible for any defect in, the quality of, the quantity of, or the delivery of, any products or services obtained by Accountholder from Merchant under the Pay By Invoice Program using the Account and such issues shall have no effect on Accountholder's obligations to pay amounts due to TreviPay under this Agreement.

b. **TREVIPAY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY PRODUCTS OR SERVICES PURCHASED BY ACCOUNTHOLDER FROM MERCHANT OR ANY THIRD PARTY THROUGH 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. FURTHERMORE, TREVIPAY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO MERCHANT'S WEBSITE AND THE CHANNELS, INCLUDING ANY WARRANTIES WITH RESPECT TO SECURITY OR FUNCTIONALITY.**

7. Indemnification and Limitation of Liability

a. 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 Accountholder of the terms of this Agreement or if any representation or warranty made by Accountholder in connection with or under this Agreement shall prove to have been incorrect when made or deemed to have been made. To the extent that Accountholder is prohibited by Applicable Law from agreeing to indemnify TreviPay, Accountholder shall nevertheless hold TreviPay harmless to the full extent permitted by Applicable Law.

b. **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 IN CONNECTION WITH THE PAY BY INVOICE PROGRAM OR THROUGH THE MERCHANT'S WEBSITE, ANY OF THE CHANNELS, OR FOR MERCHANT'S FAILURE TO PROPERLY AND SECURELY STORE ACCOUNTHOLDER'S INFORMATION OR PROPERLY TRANSMIT ACCOUNTHOLDER'S INFORMATION TO TREVIPAY FROM TIME TO TIME.**

c. **IN NO EVENT SHALL TREVIPAY OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO ACCOUNTHOLDER OR ANY THIRD PARTY FOR MERCHANT'S OR ANY THIRD PARTY'S FAILURE TO CORRECTLY INVOICE OR CHARGE TAX OR VAT, GST, OR HST FOR ANY TRANSACTIONS MADE THROUGH THE PAY BY INVOICE PROGRAM.**

d. **IN NO EVENT SHALL TREVIPAY OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO ACCOUNTHOLDER IN CONNECTION WITH ANY BREACH BY MERCHANT OF ANY CONTRACT TERMS WITH ACCOUNTHOLDER WITHIN ANY OF THE CHANNELS OR ELSEWHERE.**

e. **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 IN CONNECTION WITH THE PAY BY INVOICE PROGRAM.**

f. **ACCOUNTHOLDER ACKNOWLEDGES AND AGREES THAT TREVIPAY'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF THE AMOUNTS RECEIVED FROM ACCOUNTHOLDER IN THE PAST 12 MONTHS OR $10,000.**

8. Credit Limit/Credit Line

A credit line will be assigned to Accountholder, based on TreviPay's determination of the creditworthiness of 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 Pay By Invoice 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 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 Pay By Invoice Program. Each purchase made by 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 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 thirty (30) or otherwise depending on the Account's billing settings or options as provided in the Program Website and selected by Accountholder). All payments will be due on the due date indicated on the invoice. TreviPay shall apply all payments received by Accountholder to the total amounts due by Accountholder under the Pay By Invoice 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. For purposes of this Agreement, "***Applicable Law***" means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority with jurisdiction over TreviPay, Accountholder or this Agreement. 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. 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 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, failed payment fees, late fees, and reasonable legal and collection fees, if any, incurred by TreviPay to collect all amounts due on Accountholder's Account.

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 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 should fail for any reason to timely pay any amount due TreviPay under an invoice (and hereunder), Accountholder understands and agrees that TreviPay may immediately suspend the Account (and any other accounts held by Accountholder with TreviPay) and draw against any letter of credit or other security pledged by Accountholder for the benefit of TreviPay. If Accountholder's bank should fail to honor any payment made to TreviPay or any outstanding amounts due in connection with Accountholder's Account become delinquent, then TreviPay may demand immediate and full payment of all outstanding amounts under the Account. In the event that a payment made to TreviPay or TreviPay's designee is returned by Accountholder's bank, then TreviPay reserves the right to charge a returned payment fee to Accountholder's Account in the amount of fifty dollars ($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, including, to the extent allowed by TreviPay, payment by credit card at the time of transaction, or for payment of a TreviPay invoice. 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 recurring 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 and/or credit card 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

a. Accountholder acknowledges that if it has a disagreement or dispute in connection with a purchase made under the Pay By Invoice Program in any respect, or with respect to any right of set-off or compensation, Accountholder must raise a dispute through the Program Website within sixty (60) days from the original invoice due date (the "***Purchase Dispute Period***"). The process for raising a dispute is 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. Regardless of whether 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 disagreement or dispute between Accountholder and the Merchant which remains unresolved.

b. 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 any disagreement or dispute as to whether a refund or credit is due to Accountholder through TreviPay, and such decision shall be final as between Accountholder and TreviPay. 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.

c. In the event that 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, Accountholder must dispute any charges made in respect of a transaction for such reasons through the Program Website within the Purchase Dispute Period. 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 Accountholder and Accountholder will be liable for all charges related to the purchase transaction.

d. **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. 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 THAT ACCOUNTHOLDER MAY OTHERWISE BE ENTITLED TO UNDER APPLICABLE LAW OR BY CONTRACT. ACCOUNTHOLDER ACKNOWLEDGES THAT ANY DISPUTE THAT IS RESOLVED IN FAVOR OF ACCOUNTHOLDER WILL ENTITLE ACCOUNTHOLDER TO A CREDIT FROM THE MERCHANT (AND NOT A REFUND), UNLESS OTHERWISE AGREED TO BY THE MERCHANT 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 the State of Kansas, without reference to conflicts of laws principles. To the extent that Accountholder is prohibited by Applicable Law from agreeing to selecting the laws of the State of Kansas as governing law for this Agreement, this Agreement will be governed by the laws of the state in which Accountholder is domiciled, without reference to conflicts of laws principles. The law governing this Agreement based on the foregoing provision is hereinafter referred to as the "***Governing Law***".

b. Any legal action connected with this Agreement, including, without limitation, the class action waiver provided in this Section shall be exclusively in the state courts located in Johnson County, Kansas or the U.S. District Court for the District of Kansas. Notwithstanding the foregoing, TreviPay may, at its option, choose to pursue legal action against Accountholder in any state or province in which Accountholder does business or where jurisdiction may otherwise be proper. To the extent that Accountholder is prohibited by Applicable Law from agreeing to jurisdiction and venue for any legal action connected with this Agreement being the state courts located in Johnson County, Kansas or the U.S. District Court for the District of Kansas, both TreviPay and Accountholder may choose to pursue legal action in any state or province in which Accountholder does business or where jurisdiction may otherwise be proper.

c. **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 ACTION, CLAIM, DISPUTE OR PROCEEDING UNLESS PREVIOUSLY AGREED TO IN WRITING BY TREVIPAY**.

d. Accountholder agrees that in the event of default, TreviPay may institute suit against Accountholder in aforesaid courts and that service of process by certified mail, return receipt requested, postage prepaid, and addressed to Accountholder shall be sufficient to confer jurisdiction of said courts, regardless of where Accountholder is geographically located or does business.

e. 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. To the extent that Accountholder is prohibited by Applicable Law from waiving a defense of immunity on the grounds of sovereign immunity, the foregoing provision will be of no force or effect.

f. **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**.

g. 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 Governing Law.

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 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 amounts owed to TreviPay in connection with such Accountholder's Account. Upon termination, the Account shall be immediately terminated and deactivated, and Accountholder must immediately destroy all Account identification numbers in the possession or under the control of Accountholder or any Authorized Person. Accountholder shall have the responsibility to pay all outstanding amounts 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 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 Accountholder at the email address(es) provided for communication in Accountholder application or maintained at the Program Website. Accountholder acknowledges that the email communication may contain confidential information intended solely for the use of Accountholder and its authorized agents and representatives. In consideration of TreviPay's willingness to provide the reporting to Accountholder via email, Accountholder agrees 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 Technology Solutions, Inc. (dba TreviPay)
6450 Sprint Parkway, Suite 3B203
Overland Park, KS 66211
ATTN: **Walmart Business: Pay By Invoice** 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 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 Pay By Invoice 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 Pay By Invoice Program, shall not violate, or infringe upon an individual's data privacy rights afforded under, any Applicable Law. 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/privacy-center, 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 Pay By Invoice Program, including any merchants, 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 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 trademarks owned by Merchant. The TreviPay marks are 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 US Dollars, unless a different currency is consented to and offered by TreviPay. If Accountholder makes a payment in a currency other than US 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 US Dollars which TreviPay is able to purchase at Johnson County Kansas with the amount it receives on the date of receipt. If the amount of US 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 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. Merchant is not a party to this Agreement and makes no representations or warranties with respect to TreviPay's performance of its obligations hereunder.

23. Joint and Several Obligations.

To the extent Accountholder requests, submits, or approves to add a subsidiary, affiliate, or other third party as a sub-Account (a "***Sub-Account***") under Accountholder's primary Account with TreviPay (the "***Parent Account***"), whether through the financing program portal or directly to TreviPay, regardless of whether such Sub-Account entity(ies) become individually responsible to TreviPay for any obligation under this Agreement or any other agreement with TreviPay, and regardless of whether or not any such Party that is now or hereafter becomes responsible to TreviPay for any of the obligations, or any part thereof, whether under this Agreement or any other agreement, shall in the future cease to be so liable, Accountholder hereby declares and agrees that the terms of this Agreement shall apply in all respects to each Sub-Account, and Accountholder further acknowledges and agrees that Accountholder as the Parent Account shall be jointly and severally liable for, and absolutely and unconditionally guarantees the payment of, any and all obligations owing to TreviPay of each such Sub-Account at all times **immediately on demand**, regardless of whether or not TreviPay has exercised any or all rights and remedies available to it against such Sub-Account. Such obligation of Accountholder as the Parent Account shall be a primary obligation of Accountholder, regardless of whether or not demand has been made on the Sub-Account by TreviPay, or whether TreviPay has exhausted all rights and remedies against the Sub-Account.

24. Severability

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

25. 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.