

FINANCE PROGRAM AGREEMENT FOR PARTICIPATING MERCHANTS

Synchrony Bank, located at 170 Election Road, Suite 125, Draper, Utah 84020-6425 (“Bank”) has established a credit program for merchants that participate in one or more programs offered by Bank. Under the Program, customers may finance the purchase of goods and services provided by merchants who have applied to Bank and been approved for participation in the Program (“Merchant”). This Finance Program Agreement for Participating Merchants (the “Agreement”) supersedes and replaces in its entirety any previous agreement with Bank concerning the establishment of a similar credit program. This Agreement governs the credit program(s) that Bank will provide to Merchant (collectively, the “Program”). Bank will have sole discretion on the credit programs offered to Merchant. Under the Program, customers of Merchant may finance the purchase of goods and services sold by Merchant on credit extended by Bank, subject to the terms and conditions of this Agreement. The scope of this Agreement is limited to the United States. Capitalized terms that are not defined in the body of the Agreement are defined in Section 13.

If Merchant is a new participant in the Program, this Agreement is effective upon Bank’s approval of Merchant’s application to participate in the Program. If Merchant is an existing participant under the Program, including the installment credit program previously offered by Ally Lending, this Agreement will be effective when Merchant submits a transaction financed on an Account, or an application for credit under the Program, to or through Bank for processing fifteen (15) days or more after receipt of this Agreement (or Bank’s having made this Agreement available to Merchant, including on a website designated by Bank), and once effective, its terms will apply to new transactions processed by Merchant, as well as transactions processed under any predecessor agreement replaced hereby.

TERMS AND CONDITIONS

1. Banks Obligations. Bank agrees to:

- a. Provide the financing program described herein to finance the sale of goods and services of Merchant; and, subject to Merchant’s obligations in this Agreement, establish and administer the Program in compliance with all Applicable Laws. Bank will be responsible for establishing, and updating from time to time, Accountholder terms and credit criteria, including, without limitation, establishing credit lines for open-end Accounts, authorizing open-end purchases, and assigning loan amounts and establishing credit terms for closed-end/installment Accounts.
- b. Provide a process for Merchant to use to enter applicant information for new Accounts and Accountholder Charge Transaction Data for authorization and processing.
- c. Provide to Merchant procedures that govern the Program, including without limitation, documents entitled Operating Procedures, Orientation Guide, Merchant Operating Guidelines and Quick Reference Guide (collectively, the “Operating Procedures”) and update the Operating Procedures from time to time in Bank’s discretion. Any reference in the Operating Procedures (or elsewhere) to a Card Acceptance Agreement for Participating Merchants, Merchant Financing Program Agreement, or Direct Installment Credit Financing Program Business Agreement, will be deemed a reference to this Agreement. Any conflict between the terms of this Agreement and the Operating Procedures will be governed by this Agreement.
- d. Provide to Merchant the approved forms of credit disclosures (credit applications, terms, privacy policies and for closed-end/installment transactions, Credit Agreement terms) and updates as they are published.
- e. Inform Merchant of any Accountholder dispute requiring support from Merchant to resolve.
- f. From time-to-time, make available pricing sheets that specify the Merchant Fee Percentages applicable to the credit offerings available through the Program, as well as any other fees applicable to Merchant’s participation in the Program and any rebate or participation percentages available to Merchants. If,

within the timeframe set forth in any pricing schedule, any Account to which a discount or other rebate or participation percentage or fee was paid to Merchant is: (i) paid in full, regardless of the funding source used to pay the Account in full, or (ii) in default (as evidenced by a copy of Bank’s “Notice of Default”), or (iii) the Account is charged back to Merchant, then any and all of such rebate or participation funds paid by Bank must be returned promptly to Bank following Bank’s request (including via setoff of settlement funds otherwise due Merchant under Section 3). Bank may modify the pricing schedule under the Program in its discretion. Such new prices will be applicable to Merchant as of the effective date established by Bank.

2. Program, POS and Transaction Processing Requirements.

Merchant agrees to:

- a. Honor Accounts established through the Program as a method of payment for purchases.
- b. For Merchants involved in open-end/revolving programs, honor the Card, as well as other credit cards issued by Bank and identified to Merchant by Bank. Merchant acknowledges that the Program may allow Accountholders to use Cards at other merchants participating in the Program. Likewise, credit cards originated by Bank through other merchants may be usable as a method of purchases from Merchant. Bank will identify to Merchant whether the Program allows for cross-utility of Cards and other credit cards issued by Bank.
- c. Actively promote the Program on its website and any physical store locations; provided that all in-store advertising, application processing, and transaction processing must comply with Bank guidance on in-store advertising and processing.
- d. Process transactions under the Program without discrimination of any kind; participate in the Program in accordance with this Agreement and the Operating Procedures (and other bulletins provided to Merchant by Bank); and, comply with all Applicable Laws.
- e. Process only bona fide charges and credits and transmit them to Bank in the required format.

- f. Only submit transactions authorized by the Accountholder, which may be based on a click-through process, for each charge included in the Charge Transaction Data.
- g. Properly code all charges subject to a promotional credit offering and make any corrections necessary in the event of mistakes and disputes regarding such promotions.
- h. Only use disclosures (or the applicable Credit Agreement for closed-end/installment loans), including Promotional Disclosures, in connection with the Program that were provided to Merchant, or approved in writing, by Bank (and only the latest version of the disclosures and Credit Agreements) and refrain from modifying any approved disclosures, Credit Agreements or other forms without Bank's prior written consent.
- i. For revolving transactions, obtain an authorization code from Bank on all transactions prior to submission.
- j. Deliver or ship all goods and services covered by any charge prior to the time the charge is submitted to Bank.
- k. In connection with any return or exchange of merchandise or services originally charged to any Account, issue an Account credit (and don't give cash), and include the credit in the next day's transmission of Charge Transaction Data.
- l. Not submit to Bank any transactions taken over the telephone unless the parties have established agreed upon processes for these types of transactions.
- m. Not implement any employee incentive program that is related to the Program unless the employee incentive program has been mutually agreed to by the parties in writing.
- n. Not permit to be charged to Accounts: (A) the sale of any goods or services sold at a liquidation or "going-out-of-business" sale or that are sold by a third party, (B) any cash advance, cash substitutes or script, or goods or services not listed in the applicable invoice or receipt, (C) any amounts previously owed by the Accountholder to the Merchant; or (D) extended warranties (excluding manufacturer's warranties included in the purchase price), service contracts, gift certificates, stored value cards (or reloads), or any other future service or delivery obligation, without Bank's prior written consent. Merchant may, however, without Bank's prior written consent, allow the use of Accounts to finance the sale of any extended warranty whose performance is fully insured by a Bank-approved, third party insurance carrier.
- o. Not require any Accountholder to (i) pay, or charge to an Account, any part of any charge assessed by Bank to Merchant, including by requiring the purchase of additional goods or services, or (ii) pay any additional fee or finance charge in connection with a transaction charged to an Account or the Program. Additionally, in connection with installment/closed-end financing under this Agreement, Merchants will not charge more for its goods and services (whether through a difference in price, a surcharge, or a convenience fee) for using an Account rather than an alternate payment method (i.e., Merchant will offer its goods and services to all customers at the same price regardless of method of payment (e.g., cash, check, credit card, or other financing).
- p. Cooperate in the resolution of any Accountholder disputes; respond within 20 days (unless the Merchant Operating Guidelines require a shorter period, such as five business days) to any dispute forwarded to Merchant from Bank, and; forward to Bank promptly after receipt by Merchant copies of any

communication relating to an Account or the Program received from any person, entity or governmental authority.

- q. Provide to Bank upon request, financial statements and information in a form reasonably requested by Bank. Additionally, Merchant will provide Bank with information of any change of control involving Merchant, or any change in Merchant's name, business structure or form, principal office, or state of incorporation, at least twenty (20) days before the change occurs, or if not allowed prior to the change because of limits in Applicable Law, as soon after the change as reasonably possible. Merchant represents and warrants that all information provided to Bank as part of the Program or in connection with Bank's review of Merchant's participation in the Program is accurate in all material respects.
- r. Use the Program for first look financing only unless Bank has agreed in writing that Merchant may use the Program for second source financing.
- s. If Merchant intends to mention the Program on one or more of its websites, allow potential Accountholders to access the Program website and an online application to apply for an Account (collectively, the "Bank Website") via digital interfaces developed, or approved in writing, by Bank. At Bank's option, Merchant will provide links on its website(s) (the "Merchant Website"), including the mobile optimized site and native application, where applicable, to the Bank Website in the global header/footer and at the following key points: (i) on its home page, (ii) on category product pages, (iii) in its check-out process, (iv) on its customer profile pages, (v) on its gift registry page, and (vi) on such other pages of the Merchant Website as the parties agree to from time to time. Merchant acknowledges that, except as allowed by this Section, it is prohibited from collecting application information via its website or through any other digital channel.
- t. If Merchant participates in a sponsored Program, promptly notify Bank if Merchant ceases to be an "authorized dealer" for the Sponsor's products and services. Merchant will provide all assistance as may be reasonably requested by Bank relating to, in connection with or arising out of any dealings with Sponsor, and cooperate with Bank in all respects in connection with any such matters. Merchant acknowledges that Bank may share information on Merchant's participation in the Program with Sponsor.

2A. Digital Transactions.

- a. Merchant agrees not to submit to Bank any purchases transacted on the Merchant Website ("Digital Purchases") unless the parties have established agreed upon processes for Digital Purchases. Without limiting the foregoing and in addition to the other terms of this Agreement, the following requirements apply to Merchants that have been approved to transact Digital Purchases:

Merchant must process all Digital Purchases in accordance with the terms of this Agreement, the Operating Procedures, and any other written guidance provided by Bank to Merchant. Merchant will also develop, maintain and operate the Merchant Website so that all Digital Purchases processed through the Merchant Website will be transmitted and accepted on a secure basis which ensures, among other things, that the information cannot be altered, viewed or captured by

an unauthorized party. Merchant will ensure that Bank has approved the process for accepting Digital Purchases, including how disclosures are presented to Accountholders. Merchant must use the Bank-hosted process for (i) providing the credit promotion disclosures (the “Promotional Disclosures”) applicable to any purchase (whether the purchase is to be made at the time of an Accountholder’s application for credit or otherwise), (ii) establishing whether the Accountholder is willing to consent to the receipt of the Promotional Disclosures electronically (“E-Consent”), and (iii) obtaining the Accountholder’s consent to the terms set forth in the Promotional Disclosures (“Promotional Terms Consent”). The form, content, and placement of Promotional Disclosures and E-Consent language will be determined by Bank and implemented by Merchant on the Merchant Website. From time to time, Bank may develop one or more upgraded processes related to digital transactions, including, without limitation, the acceptance of online applications, delivery of the content of Promotional Disclosures to Merchant, and the settlement of Digital Purchases (each, an “Upgraded Process”). Merchant will use commercially reasonable efforts to implement any Upgraded Process within 90 days from the date of notice from Bank (which may be made by email) of an Upgraded Process.

b. For all Digital Purchases, Merchant must use the same fraud tools, in substantially the same manner, that the Merchant is required to use, or uses to mitigate chargeback risk, for other forms of payment, including tools used for bankcard transactions.

c. If Merchant offers another consumer financing product in one or more digital channels, the Program should be offered more prominently than the competing consumer financing product. Bank may terminate this Agreement immediately if Bank determines that the advertising and offering of the Program is less prominent than the advertising and offering of a competing consumer financing product. In no event may the Program be advertised or offered in a manner that is deceptively confusing with the advertisement or offering of a competing consumer financing product.

2B. Installment Accounts. In addition to the other terms of this Agreement, the requirements set forth on Schedule 2B apply to Merchants participating in a Program offering one or more of Bank’s installment loan products to the extent that such requirements apply to the Program the Merchant is participating in. For sake of clarity, buy now, pay later products, including Pay Later, are considered installment loan products. Additional requirements applicable to installment loan products may also be found in Operating Procedures and rate sheets.

2C. Conversion Solutions. In addition to the other terms of this Agreement, the following requirements apply to Merchants that participate in a conversion solution (e.g., e-commerce platform or second source waterfall capability) available for use with Bank’s Program:

a. Bank may offer to Merchant the opportunity to participate in a conversion solution, such as a third-party conversion solution offered through ChargeAfter USA, Inc., or a conversion solution

offered by Bank through Bank’s Business Center, or the TRANSACT-branded conversion solution offered by Bank in the home improvement industry. Merchant may also elect to offer Bank’s Program through a third-party e-commerce platform, such as Shopify, that Bank has a current integration solution with. Merchant must ensure that the applicant agrees to participate in any conversion solution process in the manner directed by Bank (e.g., Merchant will be responsible for providing to each applicant the application disclosure that obtains the applicant’s consent and direction to Bank to share application information with one or more second source lenders). For any conversion solution, Merchant acknowledges that it will be responsible for any second source lenders or lease-to-own providers engaged by Merchant for the conversion solution. Further, the parties acknowledge that Bank is not a partner of ChargeAfter, Shopify, or any other third-party conversion solution, and Bank will not be responsible for acts or omissions of ChargeAfter, Shopify, or other third-party conversion solution providers. Merchant acknowledges that there may be separate fees imposed by the applicable second source lender(s), lease-to-own provider(s), and e-commerce platforms for transactions that are not made by Bank or directly through Bank’s transaction processing system. If Merchant or Bank terminate its agreement with ChargeAfter, Shopify, or other third-party permitting the conversion solution, transactions between Merchant and Bank will be suspended until an alternative solution with substantially similar functionality is available.

b. For any conversion solution enabled by Bank in coordination with a third party, such as ChargeAfter or Shopify, pricing sheets provided by Bank from time to time will specify whether the costs of such third-party are included in the pricing for loans made by Bank. If not, Merchant may be invoiced directly by the third-party.

3. Settlement Process/Payment for Charges.

a. Merchant will transmit to Bank, promptly, but in any event, no longer than two (2) business days (or five (5) business days for installment loans) after the transaction date, complete information about all charges and credits to open-end Accounts and, as applicable in the case of closed-end Accounts, the Credit Agreement accepted by Bank (collectively, “Charge Transaction Data”) occurring since the immediately previous transmission, as provided in the Operating Procedures. Additionally, if Merchant provides home improvement goods or services, upon request by Bank, Merchant will deliver to Bank, in a manner specified by Bank: (i) the completed credit application (in case of the initial extension of credit); (ii) the sales slip with credit authorization noted on it; (iii) the work order or sales slip with evidence that any required federal and/or state law three-day rights of rescission have been given; (iv) a completion or delivery certificate; and (v) and other documentation Bank may reasonably require (together, the “Home Improvement Loan Documents”). Additionally, there may be specific loan document requirements for other industries. For example, if Merchant provides outdoor power equipment (OPE) goods or services, Merchant will be required to deliver to Bank, in a manner specified by Bank, the sales slip with credit authorization noted on it. Upon receipt of the Charge Transaction Data, and provided Merchant is not in

default under this Agreement, Bank will deposit to a bank account designated by Merchant the total amount of all charges and accepted Credit Agreements reflected in the Charge Transaction Data, less the total of (i) any credits reflected in the Charge Transaction Data, (ii) any amounts being charged back to Merchant, (iii) any Merchant Fees, which Bank may choose to deduct on a daily or monthly basis, in its discretion (and corrections to any Merchant Fees based on erroneous information submitted by Merchant), unless Bank elects to separately bill Merchant for Merchant Fees, and (iv) at Bank's option, any other amounts which may be owed by Merchant to Bank (including the return of any Participation Fee or other fees subject to return as set forth herein) or by Merchant to any of Bank's affiliates. Notwithstanding the foregoing, Bank may settle debits and credits separately. If at any time, the amount Bank owes Merchant is less than the amount Merchant owes Bank (without regard to any Reserve Account), Merchant agrees to pay Bank the net difference. Merchant hereby authorizes Bank to initiate ACH credits and debits to Merchant's designated bank account for purposes of settling transactions hereunder, and making necessary adjustments and initiating payments due to Bank from Merchant hereunder. If applicable, such bank account may be the account utilized by a floor plan lender to settle obligations owing by Merchant to the floor plan lender under its floor plan financing agreement with the floor plan lender. In such case, or if Merchant has otherwise elected to participate in an auto-settlement process to make payments to the floor plan lender, Bank may setoff amounts due either Bank or the floor plan lender against amounts due Merchant hereunder or under Merchant's agreement with the floor plan lender. Merchant acknowledges that Bank will not be responsible for the application or use of funds by the floor plan lender. Merchant is solely liable for all fees and costs associated with such ACH Account and for all overdrafts. Bank will not be liable for any delays in receipt of funds or errors in ACH Account entries caused by third parties, including Merchant's bank or the floor plan lender. Notwithstanding any other provision of this Agreement, Bank will have the right to net, setoff or recoup any amounts due to it under this Agreement against any amounts owing to Merchant under this Agreement.

b. If Bank determines that Merchant's financial condition has deteriorated, if Merchant breaches this Agreement, or if Bank experiences an unusual volume or nature of disputes or chargebacks, returns or credits relating to charges submitted by Merchant (based on Bank's experience with Merchant and other retailers operating within similar sales channels (e.g., online)), then Bank may withhold from the settlement payments otherwise due Merchant an amount Bank deems necessary to fund a non-interest bearing reserve account (the "Reserve Account"). Bank will be the sole owner of the Reserve Account, and may (but need not) debit the Reserve Account from time to time to satisfy any amounts owed by Merchant to Bank. However, Bank will return to Merchant any amounts remaining in the Reserve Account no later than one year after termination of Merchant's participation in the Program (the "Final Liquidation Date").

4. Compliance Obligations.

a. Access; Cooperation. Merchant will permit Bank, and hereby authorizes Bank, to audit and monitor the administration and promotion of the Program through anonymous requests to open or utilize Accounts and by other means. In addition, Merchant will permit Bank's representatives or its regulators to visit Merchant's locations, and the relevant locations of its Third Party Vendors during normal business hours with reasonable advance notice and provide access to Merchant (and Third Party Vendor) records relating to the Program to Bank or Bank's regulators to the extent access is requested by Bank or Bank's regulators. To facilitate Bank's audit and review, Retailer will provide Bank with test credentials and accounts and access to Retailer's systems, including test and production regions without limit. If Bank is unable to access screens/process in a production environment, Retailer will provide screen shots and other reasonable validation upon request by Bank. Merchant further agrees to cooperate with Bank to ensure ongoing security and protection of applicant and Accountholder data and to ensure that the Program complies in all respects with all Applicable Laws. Merchant will, and will cause its vendors, agents and subcontractors to, make changes recommended by Bank or Bank's regulators with regard to data security and compliance with all Applicable Laws.

b. Advertising. Merchant will ensure that credit-related advertising and other disclosures or processes applicable to the Program created by Merchant comply with Applicable Law. Merchant will (A) as directed by Bank, either (i) submit any credit-related advertising and disclosures applicable to the Program for prior review by Bank (pursuant to a review process developed by Bank and incorporated in the Operating Procedures, as the same may be updated from time to time on a prospective basis upon at least 30 days prior written notice to Merchant), or, (ii) follow the most current versions of advertising templates provided to Merchant by Bank, and, in either case, (B) use the Bank-approved advertising, templates, and other disclosures or processes in the manner directed by Bank. If Bank informs Merchant (which may be done in writing, by email, or by telephone) of any errors or compliance violations in Merchant's credit-related advertising or disclosures, Merchant will correct the error(s)/violation(s) as soon as possible, but in no event later than 5 business days.

c. POS and Transaction Process. Merchant will ensure that its point-of-sale (POS) processes and systems comply with all Applicable Laws, including any and all compliance and regulatory requirements communicated to Merchant by Bank. Merchant will provide reasonable assistance to Bank so that Bank may, in its discretion, review Merchant's transaction processes or sample transactions to ensure compliance with Applicable Law and the Operating Procedures. Merchant will address, within a time period reasonably acceptable to Bank, any deficiency in Merchant's processes or systems that results or would result in any transaction or the Program failing to be in full compliance with all applicable requirements. Without limiting Bank's rights under this Agreement, Bank may, at Bank's sole discretion, suspend or modify Merchant's ability to offer promotions under the Program until any deficiencies are corrected. Merchant will notify Bank of any changes to its transaction process with as much advance notice as is reasonably practicable; provided that the notice will be at least

60 days in advance of any process change implementation that could be reasonably expected to impact the Program.

Merchant will also remediate, or will reimburse Bank for Bank's remediation of, any transactions that were not handled by Merchant in accordance with bank guidance and Applicable Law, regardless of whether Bank reviews Merchant's POS process or communicates specific requirements to Merchant.

d. Payments. Merchant will make available to Accountholders the address to be used for payment on Accounts to be made directly to Bank. Merchant grants to Bank a limited power of attorney (coupled with an interest) to sign and endorse Merchant's name upon any form of payment on an Account that may have been issued in Merchant's name.

e. Recordkeeping. For at least 48 months, Merchant will retain copies of all charge and credit slips, all Charge Transaction Data, including any Credit Agreements, submitted to Bank, and in the case of secured installment loans, detailed sales invoices, and, if applicable, electronic evidence of each applicant's consent to the electronic delivery of Promotional Disclosures and of the Accountholder's consent to the terms of the Promotional Disclosures. In addition, Merchant will retain copies of original completed applications (if collected by Merchant) for at least 25 months and thereafter continuously unless after retaining the documents for the 25 month period Merchant offers to ship the documents to Bank and Bank authorizes Merchant to destroy them instead.

f. Tax Refunds or Deductions. Merchant will pay when due any sales taxes relating to the sale of goods or services financed on Accounts. Merchant agrees that Bank will be entitled to any and all recoveries of taxes of any type that were imposed on the sale of goods or services attributable to any Account that Bank determines to be non-collectable during the Term through any and all potential means, including, but not limited to, refunds, deductions, credits or audit offsets. Merchant will cooperate with Bank in the recovery of any and all such taxes by any and all such means, including but not limited to executing any and all forms or other documentation deemed necessary by Bank or required by any taxing authority, and retaining and timely producing all supporting documentation and data relative to such Accounts. Bank will reimburse Merchant for all reasonable expenses incurred by Merchant for copying, mailing or transmitting such documentation or data at the direction of Bank as contemplated by this Agreement. Merchant will retain a record of each purchase included in any Charge Transaction Data submitted to Bank under the Program for at least 48 months from the date of each purchase, which record may be maintained in electronic format and must show the Account number, amount of sales, use or excise tax included in each such purchase and the street address of the Store Location where each such purchase was made (or a store number or other information from which the street address or the location of the sale can be readily ascertained). Merchant will provide such information to Bank within three (3) business days after Bank's request.

g. Obligations Subject to Law. All obligations of either party hereunder will be subject to all Applicable Laws and either party may take any actions that it in good faith believes are required by then Applicable Law or the direction of any regulatory authority or, in Bank's case, to prevent the

occurrence of an "unsafe or unsound" banking practice (as defined in 12 U.S.C. § 1818).

h. Return Policy. Merchant will maintain fair (as reasonably determined by Bank) and legally compliant refund, return and exchange policies, which are designed and reasonably expected to be easily understood by the average customer (it being agreed that any return policy that precludes reimbursement under any circumstances for services not rendered is deemed unreasonable) and Merchant will ensure the refunds and returns are processed promptly and that any material restriction or limitation is clearly and conspicuously disclosed to customers in one or more documents signed by the customer and that such disclosure appears near the customer signature area of such documents.

i. Training. Merchant will train its personnel in accordance with this Agreement and any training materials and standards provided by Bank, or at Bank's option, permit Bank to conduct training of Merchant personnel, so as to be able to properly fulfill its responsibilities under the Program.

j. Prohibition on Illegal Gambling. Merchant will not permit any Account to be used to place, receive, or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the internet where the bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received, or otherwise made.

k. Transparency Principles. Merchant will comply with the Transparency Principles set for in Schedule 4 of this Agreement.

l. CAN-SPAM Compliance. If Merchant sends any marketing emails with respect to the Program, Merchant agrees that it will be designated as the single "sender" for purposes of compliance with the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM).

Merchant will comply with all aspects of CAN-SPAM and the Telephone Consumer Protection Act (TCPA) with respect to Program-related marketing.

5. Chargeback Rights of Bank. Bank will bear all Accountholder credit losses. However, Bank may charge back to Merchant the entire amount of any transaction when any of the following occurs:

a. The Accountholder disputes the charge, if Bank has given Merchant an opportunity to respond and Bank determines that the Accountholder's dispute is valid.

b. The charge or transaction does not fully comply with any of (i) this Agreement (including the Presentment Warranties set forth in Section 6, or Schedule 2B, or any other representations, warranties or covenants set forth herein), (ii) the Operating Procedures, or (iii) Applicable Law.

c. Bank determines that (x) any charge does not represent a bona fide sale (including without limitation fraud arising from fraudulent activities of Merchant's employees) by Merchant, or involved acts of fraud by any party, or (y) Merchant did not obtain an authorization/approval code as provided for in Section 2(i).

d. The Accountholder or any person (i) disputes the amount or existence of an Account or the related Indebtedness or (ii) refuses to pay an Account or the related Indebtedness and Bank reasonably determines in good faith that the purchase in

dispute was transacted or the related Account was opened in a suspicious or fraudulent manner.

- e. The goods or services purchased have not been delivered, provided or shipped.
- f. For open-end transactions where the Accountholder did not present a Card in person and receive the goods/services in person (e.g., a Digital Purchase, a transaction made over the telephone, or an In-Store Card Not Present Purchase where the goods are shipped), any disputed or fraudulent charge where the Merchant cannot document that the goods/services were delivered to or at the Accountholder's billing address as evidenced by the signature of the Accountholder (or a person authorized to sign by the Accountholder).
- g. The Accountholder disputes the amount or existence of, or otherwise refuses to pay, all or any portion of the indebtedness resulting from an In-store Card Not Present Purchase unless Merchant has verified one primary form of identification (ID), as specified in the Operating Procedures, as evidenced by a document presented to Bank (in a form reasonably acceptable to Bank) that demonstrates that Merchant recorded the issuer of the ID, the type of ID, and the expiration date of the ID.
- h. If the Program is associated with a named sponsor and any charge to an Account is submitted after Merchant is no longer an authorized participant in the sponsor's dealer network.

If Bank determines, in its sole discretion, that Merchant is receiving an excessive number of chargebacks or attempted chargebacks, in addition to Bank's other remedies under this Agreement, Bank may impose a fee for processing chargebacks.

6. Presentment Warranties. Each time Merchant submits Charge Transaction Data, it makes the following warranties:

- a. All purchases included in the Charge Transaction Data constitute bona fide, arms-length sales by Merchant of the products or services described therein in the ordinary course of Merchant's business and in compliance with this Agreement; Merchant has delivered all the products and fully performed all the services covered by the Charge Transaction Data to the Accountholder's satisfaction (or in the case of staged funding or approved pre-funding, the stage of the project or purchase predating the applicable funding has been properly disclosed to, and agreed to by, the Accountholder);
- b. The amounts included in the Charge Transaction Data did not involve a cash advance or products or services not listed in the applicable sales invoice; only products sold directly by Merchant are included in the Charge Transaction Data; the amounts represent the entire purchase price of the products and services identified in the Charge Transaction Data other than a bona fide down payment or deposit either financed on a general purpose credit card or paid in cash; in the case of staged funding or approved pre-funding, Merchant attests that
- c. The products and services covered by the Charge Transaction Data were sold by Merchant to Accountholders; and were sold in compliance with all Applicable Laws, including federal and state regulations governing in-home sales;
- d. Merchant (and Merchant's third party providers) has all applicable licenses and registrations to perform and sell the products and services being financed and such products and services are sold in conformance with Applicable Law; no such

- licenses and registrations are limited in any way by any government authority; Merchant complied with all Applicable Law with respect to the sale of such products and services, including any state or local law limitations on payments prior to completion of the products and service; and such products and services are customarily delivered by businesses or professionals by merchants in Merchant's applicable specialty;
- e. Each Account has been authorized, created and submitted by Merchant in accordance with this Agreement and the Operating Procedures;
- f. There are no other agreements between Merchant and any Accountholder with respect to any Account and/or the underlying purchased product(s), except any bona fide and reasonable extended warranties permitted under this Agreement; and
- g. The Charge Transaction Data does not include (i) any line of products or services not offered for sale to Accountholders by Merchant as of the Program Commencement Date unless Bank has given its written consent to Merchant authorizing the financing of the purchases of such products or under the Program; and (ii) any line of products or services identified as not available for financing under the Program in the Operating Procedures.
- h. That each sale with respect to which Bank extends credit under an Account must have been generated from a direct sale by Merchant and not from a third party.

7. Indemnification; Limitation of Liability.

- a. Each party will indemnify, defend, and hold harmless the other party, its equity owners, directors, officers, agents and employees, from all third party claims, damages, expenses (including attorneys' fees and other legal, compliance, regulatory, and investigatory costs and expenses), fines, liabilities and other losses (any of the foregoing, collectively "Losses") brought by any third party, including any governmental authority, arising out of or related to (i) a breach of this Agreement by the indemnifying party, (ii) any negligence or willful misconduct by the indemnifying party or its agent(s), (iii) in the case of Merchant, any Breach of Security experienced by Merchant, and (iv) the sale or advertisement by a party of its products and services. Any advertisement sent by Bank on behalf of Merchant will be considered an advertisement of Merchant. Notwithstanding the foregoing, the indemnifying party will not be required to indemnify and hold harmless the indemnified party for any Losses to the extent resulting from gross negligence or willful misconduct of the indemnified party. The indemnifying party must allow the indemnified party the opportunity to defend (including the assumption of the defense if Bank is the indemnifying party) or participate in the defense of the claim at its expense. The indemnifying party will make no settlement of an indemnified claim specifically naming or directly affecting the indemnified party's rights without the indemnified party's prior written approval.

The parties agree that the term Losses and third party claims will include any consumer remediation (e.g. reimbursement of interest or fees paid by Accountholders based on incorrect advertising by Merchant) that Bank performs based on its standard policies, regardless of whether the Loss is prompted

by a third party claim, is directed by Bank's regulators, or Bank proactively initiates a remediation on its own.

b. **Limitation on Liability.** With the exception of Losses arising from a third-party indemnification claim or Section 11 ("Privacy and Confidentiality"), neither party will be liable to the other party under this Agreement for any lost revenues, lost profits, punitive, indirect or consequential damages, even if a party has been advised of the possibility of such damages, in any way connected to this Agreement.

8. Termination. The term of this Agreement begins on the Effective Date and will continue until it is terminated by either party (i) pursuant to Sections 8.a. through f. below, or (ii) for any reason, by providing at least fifteen (15) days' advance written notice (such period from the Effective through the effective date of termination, the "Term"). This Agreement also may be terminated as follows:

a. by Merchant upon 15 days' prior written notice, if Bank materially breaches this Agreement and fails to cure the breach within the 15-day period.

b. by a party upon written notice to the other party, if the performance by the other party of its obligations under this Agreement is prevented or materially impeded for a period of more than sixty (60) consecutive days by an act of God, fire, earthquake, explosion, accident, war, terrorist attack, nuclear disaster, riot, Applicable Law (including any new interpretation thereof), or other event beyond a party's reasonable control.

c. by Bank upon prior written notice If (1) Merchant breaches this Agreement, (2) Bank determines that Merchant's financial condition has materially deteriorated, or (3) the volume of disputes or chargebacks under the Program is materially higher than those of similarly situated merchants, or merchants in the same industry, that are participating in programs offered by Bank.

d. by Bank immediately if it reasonably believes that Merchant is involved in, or facilitating, fraudulent or illegal activity.

e. by Bank upon written notice to Merchant if Merchant undergoes a change of control (including as a result of a sale of all or substantially all of Merchant's assets, or a sale or transfer of 50% or more of the voting stock or other interests in Merchant resulting in effective control of Merchant's operations vesting in another party).

f. Automatically if either party (i) is the subject of a chapter 7 bankruptcy liquidation, a chapter 11 or 13 bankruptcy reorganization or similar insolvency-related proceedings, (ii) elects to wind up or dissolve its operations, (iii) suspends its business, or (iv) has a liquidator, trustee or custodian appointed over its affairs.

9. Effect of Termination; Survival. Notwithstanding termination by either party (A) the terms of this Agreement will continue to apply to any Accounts established or transactions occurring, prior to the effective termination or expiration date, (B) the provisions of Sections 4(e) (Recordkeeping), 4(f) (Tax Refunds or Deductions), 7 (Indemnification; Limitation of Liability), 9 (Effect of Termination; Survival) 10(a) (Ownership), 11 (Privacy and Confidentiality), 12 (Miscellaneous), and 13 (Definitions) will survive, and (C) Bank may continue to use the Merchant Marks for purposes of liquidating, transferring,

selling, administering or collecting Accounts. For sake of clarity, Bank will not be required to complete any transaction(s) after termination or expiration of this Agreement even if an authorization was obtained prior to termination or expiration. Upon expiration or earlier termination of this Agreement, Bank will have the right, in addition to and without waiving any other rights it may have under the terms of this Agreement or Applicable Law, to liquidate the Accounts in any lawful manner which may be expeditious or economically advantageous to Bank, including, without limitation, the issuance of a replacement or substitute credit card, transferring or selling the Accounts to any person or soliciting the affected Accountholders to transfer or convert balances to other credit vehicles. For open-end/revolving programs, Bank may continue to provide the Program following the expiration or termination hereof as Bank reasonably deems necessary or desirable to effect any transfer, conversion or substitution of the Accounts; provided, that the continuation will in no circumstances exceed six (6) months. Bank may use the Merchant Marks through the Final Liquidation Date to communicate with Accountholders in connection with any liquidation, conversion, substitution or sale. In no event will Bank be required to replace any Cards that were issued prior to the end of the Term.

10. Ownership; Intellectual Property:

a. Merchant acknowledges that Bank owns all Accounts, and all information concerning Accountholders, applicants and Accounts obtained in connection with the Program (collectively, "Accountholder Information"), and that Merchant has no ownership rights therein. Accordingly, Merchant will not represent itself as the owner of, or the creditor on, any Account or Accountholder Information. Bank may use Accountholder Information for any reason permitted by Applicable Law, including to sell or license anonymized Accountholder account transactional information.

b. Merchant grants to Bank the right and license to use the Merchant Marks (A) during the Term in connection with the Bank's establishment, marketing, administration and servicing of the Program (including any network aspects of the Program) and as otherwise used by Bank in the ordinary course of business, and (B) during any wind-down or conversion of the Program following termination of this Agreement, and in the case of either (A) or (B), through the Final Liquidation Date. Merchant agrees to promptly notify Bank if any changes are made to the Merchant Marks so that Bank may adjust the Program materials at the next convenient opportunity to Bank. If the Program uses physical cards, Merchant will pay the actual and reasonable expenses of Bank if Merchant does not allow Bank to exhaust its existing supply of card plastics or requires a forced reissuance of plastics. Bank will use the Merchant Marks in accordance with the reasonable written instructions provided to Bank by Merchant. Bank is not acquiring any right, title or interest in the Merchant Marks, and Bank will not take any action inconsistent with the Merchant's ownership of the Merchant Marks. Merchant represents and warrants to Bank that it or its affiliate owns the Merchant Marks, that Merchant has the right to grant the foregoing license and that Bank's use of Merchant Marks as authorized in this Agreement will not infringe the rights of any third party.

c. Without the prior written consent of Bank, Merchant may not use Bank's (or any affiliate thereof) names or any related marks, logos or similar proprietary designations; provided, that Merchant may use Bank's business name, in the nominative sense, in connection with any credit disclosure verbiage included in any advertising of the Program. If Bank consents to a use other than in the nominative sense, Merchant must comply with all guidelines provided to Merchant by Bank from time to time, including as set forth on a website designated by Bank applicable to such use.

d. Bank owns, operates, and manages one or more systems that enable application data capture, processing, and digital transmission of necessary applicant information as required for credit prequalification and pre-screen requests and applications (each system, a "Portal").

e. If approved by Bank, Merchant may use Bank-approved application programming interfaces ("APIs") to connect to Bank's systems, and if Merchant integrates its software or systems with Bank, whether through incorporating Bank's digital application APIs or other software, or future software enhancements (collectively, "Bank Software") into Merchant's software or systems or otherwise, then the following terms will apply. Merchant will be responsible for ensuring that its integrations remain up to date with any new or updated APIs or other Bank Software and will promptly inform Bank of any changes to Merchant's software that affects Bank Software for prior review and approval of such changes. Bank will exercise commercially reasonable efforts to provide at least thirty (30) days' notice prior to the release of any new or updated APIs or other Bank Software, unless such new or updated Bank Software is necessary to remedy a safety or security concern, in which case Bank will provide as much notice as is practicable under the circumstances. In addition to the requirements in Section 11, Merchant will (i) undergo any testing required by Bank with respect to the integration, (ii) comply with any security, information processing, or regulatory requirements as communicated in writing by Bank, (iii) promptly respond to any information security and physical security assessment questionnaires that Bank might provide from time to time (including allowing site visits and making knowledgeable representatives available to discuss), and (iv) provide, upon Bank's request, a SOC 2, Type II, report of a third party reasonably acceptable to Bank with respect to the applicable Merchant systems.

f. Merchant will not (i) copy or duplicate contents of the Portal; (ii) integrate its systems using any APIs or other Bank Software tools other than those made available by Bank; (iii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Portal is compiled or interpreted; (iv) create any derivative product from any of the foregoing; (v) interfere or attempt to interfere in any manner with the functionality or proper working of the Portal, Bank Software or Bank's systems; (vi) remove, obscure, or alter any notice of intellectual property or proprietary right appearing on or contained within the Portal or any APIs; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber Merchant's rights set forth in this Agreement. Merchant will ensure that its use of any of the Portal and any Bank Software complies with Applicable Law,

including any export and import requirements and will not use the Portal or APIs for the purpose of any illegal activities.

g. Each of Merchant and its affiliates and Bank and its affiliates will own exclusively all technology owned by such party at the time that the technology is provided for use in establishing, developing or administering the Program, all changes made by such party with respect thereto, and any new technology created by such party in connection therewith (in the case of Merchant and its affiliates, the "Merchant Technology", and in the case of Bank and its affiliates, including any Bank Software, Portals, or APIs, the "Bank Technology"). Each of Merchant and Bank grant to the other and its respective affiliates a non-exclusive, royalty-free, fully paid up, non-assignable, non-sublicensable, worldwide right and license to use the Merchant Technology or Bank Technology, as applicable, to the extent necessary or convenient to comply with the licensee's obligations under the Agreement. This license will expire at the end of the Term (including any wind-down period under Section 9). Upon the expiration of this license, each licensee party will return to the licensor party (or, at the licensor party's option, destroy) the licensor's technology then in the licensee's possession or control. Neither party will have any right to reverse engineer, decompile or disassemble the technology licensed to it hereunder. The limited licenses granted under this Section are AS IS and without any express or implied warranty of any kind. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH LICENSING PARTY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, AGAINST INTERFERENCE OF ENJOYMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF REASONABLE EFFORT AND LACK OF NEGLIGENCE. BANK DOES NOT WARRANT THAT OPERATION OF THE BANK PORTAL WILL BE UNINTERRUPTED, ERROR FREE, OR SECURE. MERCHANT ACKNOWLEDGES THAT THE BANK PORTAL AND BANK SOFTWARE IS PROVIDED FOR USE BY MERCHANT AS IS.

11. Privacy and Confidentiality.

a. Merchant and Bank will only use, maintain and/or disclose Accountholder Information in compliance with all applicable privacy and security laws and with the policies set forth in this Section and related disclosures made by Bank (collectively, the "Bank Privacy Disclosures"), and each will ensure that persons to whom it transfers Accountholder Information do the same. Merchant acknowledges that it is subject to the reuse and redisclosure provisions of the Gramm Leach Bliley Act (the "Gramm Leach Bliley Act" as defined in Title V, Subtitle A of 15 U.S.C. 6801 et seq. (as it may be amended from time to time) and the implementing privacy and security regulations issued pursuant to the Gramm Leach Bliley Act (as the same may be amended from time to time)), and that it will ensure that Accountholder Information received from Bank under the "private label exception" found in the Gramm Leach Bliley Act is used only in connection with the Program and for no other purpose.

b. Merchant and Bank will each establish and maintain appropriate administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Accountholder Information. These safeguards will be designed to protect the security, confidentiality and integrity of Accountholder Information, ensure against any anticipated

threats or hazards to its security and integrity, and protect against unauthorized access to or use of Accountholder Information or associated records which could result in substantial harm or inconvenience to any Accountholder or applicant. Merchant will at all times be in compliance with, and treat all Accountholder Information in compliance with, the Payment Card Industry Data Security Standard issued by the PCI Data Security Standards Council.

c. Prior to engaging any third party vendor that would receive or have access to any Accountholder Information (a “Third Party Vendor”), Merchant will (A) notify Bank of its intention to engage the Third Party Vendor, (B) ensure that the Third Party Vendor has sufficient controls in place to comply with clauses (a) and (b) of this Section, and (C) ensure that the employees of the Third Party Vendor who will be responsible for fulfilling Merchant’s obligations under the Program have been trained sufficiently so as to be able to properly fulfill Merchant’s responsibilities under this Section. Merchant and Bank will each ensure that any third party, including a Third Party Vendor, to whom it transfers or discloses Accountholder Information signs a written contract with the transferor in which the third party agrees to (i) restrict its use of Accountholder Information to the use specified in the written contract; (ii) to comply with all Applicable Laws (including, without limitation, privacy and security laws and the reuse and redisclosure provisions of the Gramm Leach Bliley Act) and the Bank Privacy Disclosures, and (iii) implement and maintain appropriate safeguards as stated in paragraph (b) above. Merchant agrees to transfer or make available to Third Party Vendors only such Accountholder Information as is reasonably necessary to carry out the contemplated task and will ensure that no Third Party Vendor commingles Accountholder Information with any other information (unless approved by Bank in writing). Merchant will be responsible for each Third Party Vendor’s compliance with the provisions of this Section, and the services provided by the Third Party Vendor related to the Program or this Agreement, notwithstanding that Bank, and not Merchant, may have provided the applicable Accountholder Information to the Third Party Vendor on Merchant’s behalf.

d. Merchant will notify Bank immediately following discovery or notification of any actual or threatened Breach of Security of the systems maintained by Merchant. Merchant agrees to take action immediately, at its own expense, to investigate the actual or threatened Breach of Security, to identify and mitigate the effects of any Breach of Security and to implement reasonable and appropriate measures in response to the Breach of Security. Merchant also will provide Bank with all available information regarding the Breach of Security to assist Bank in implementing its information security response program and, if applicable, in notifying affected Accountholders. The provisions of this subsection will apply to any Third Party Vendor and any breach of its systems, and Merchant will be responsible for satisfying the obligations of this Section in any case in which there has been any actual or threatened Breach of Security of the Third Party Vendor’s systems.

e. Merchant will use reasonable measures designed to properly dispose of all records containing personally identifiable information relating to Accountholders, whether in

paper, electronic, or other form, including adhering to policies and procedures that require the destruction or erasure of electronic media containing personally identifiable information so that the information cannot practicably be read or reconstructed.

f. Merchant acknowledges that Bank may suspend or terminate the transfer of Accountholder Information to a Third Party Vendor at any time upon notice to Merchant if Bank determines that (A) the Third Party Vendor is failing to comply in all material respects with (i) the terms of this Section, or (ii) Applicable Law, or (B) allowing the Third Party Vendor to continue to receive or have access to Accountholder Information, including in connection with processing Digital Purchases, is likely to result in reputational or business harm to Bank.

g. All material and information supplied by one party to the other party under this Agreement, including, but not limited to, information concerning a party’s marketing plans, objectives or financial results (“Confidential Information”), is confidential and proprietary. The terms of this Agreement are the Confidential Information of Bank. Information owned by a party will not be deemed Confidential Information of the other party. Confidential Information will be used by each party solely in the performance of its obligations and exercise of its rights pursuant to this Agreement. Each party will receive Confidential Information from the other party in confidence and will not disclose the Confidential Information to any third party, except (A) as contemplated under this Agreement; (B) as may be agreed upon in writing by the party providing the Confidential Information; (C) in the case of Bank to an affiliate of Bank; (D) to the extent necessary, in exercising or enforcing its rights; or (E) as required by Applicable Law. Each party will use its reasonable best efforts to ensure that its respective officers, employees, and agents take such action as will be necessary or advisable to preserve and protect the confidentiality of Confidential Information. Upon written request after the Final Liquidation Date, each party will destroy or return to the party providing the Confidential Information all the Confidential Information in its possession or control. Confidential Information will not include information in the public domain and information lawfully obtained from a third party. Notwithstanding the foregoing, if Merchant is obligated to file periodic reports with the Securities and Exchange Commission, or with any stock exchange, government agency, or court, then Merchant will have the right to file a copy of this Agreement with the applicable exchange, government agency, or court to the extent necessary, in Merchant’s reasonable opinion, to comply with any Applicable Laws (including any reporting requirement of the Securities Exchange Commission), or any listing requirement of any stock exchange, including NASDAQ, applicable to Merchant; provided, that Merchant will (i) notify Bank in writing not less than thirty (30) days prior to any filing of this Agreement, (ii) redact the terms of this Agreement as Bank may reasonably request prior to any the filing, and (iii) file a confidential treatment request reasonably acceptable to Bank with respect to the redacted document as part of any filing. Notwithstanding anything in the foregoing to the contrary, Bank may disclose Confidential Information of Merchant to Bank’s regulator, without notice to Merchant, to the extent required to comply with any regulatory review of

the Bank's business. Bank may also share information about its relationship with Merchant with other financial institutions, credit associations (such as Dun & Bradstreet), trade associations or any bankcard association or the Discover Network.

12. Miscellaneous.

a. General. Each party must conduct its business and perform its obligations under this Agreement in compliance with all Applicable Laws. Any notice will be effective upon personal delivery, delivery by a nationally recognized courier, or mailing by certified mail, return receipt requested. Bank may also send notices to the email address of an officer of Merchant. Notices must be delivered or sent, in the case of Bank to the address set forth in the preamble above, or, in the case of Merchant, to the address or email address set forth in its Merchant application, or in either case to such other address as a party may provide by notice. In addition, notice to Bank must also be sent to Synchrony, 777 Long Ridge Road, Stamford, CT 06902 Attn: General Counsel. Merchant may not assign this Agreement, or its rights or obligations hereunder without the prior written consent of Bank. Bank may, without Merchant's consent, assign this Agreement to an affiliate or to any entity that acquires the portion of Bank's business that operates the Program, or transfer or securitize all or any portion of the Accounts or any related rights or interests therein. Bank may also use subcontractors to perform obligations of Bank hereunder, but any such subcontracting will not relieve Bank of its obligations to Merchant under this Agreement. Each party agrees to execute all documents and instruments and to do all things as the other party may reasonably request in order to give effect to and to consummate the transactions contemplated by this Agreement. There are no third party beneficiaries of this Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, both written and oral (including any RFP or similar document and any Card Acceptance Agreement for Participating Merchants), with respect to the subject matter of this Agreement. If any provision of this Agreement is found to be invalid or unenforceable, all other provisions will be enforced and construed as if the invalid provision were never a part of this Agreement. The failure to enforce any provision of this Agreement will not be considered a waiver. This Agreement may be executed in counterparts, but may only be amended in writing. The parties waive all right to trial by jury in any litigation. The relationship between Merchant and Bank is not one of partners, joint venturers, principal and agent, or employer and employee and nothing herein or with respect to the Program will be deemed to create any such relationship.

b. Amendment. This Agreement may be amended (or a new agreement substituted for it) by Bank by sending a notice of amendment to Merchant, and Merchant's submission of Charge Transaction Data to Bank after the stated effective date will constitute Merchant's agreement to the amendment. Unless an amendment expressly states otherwise, the amendment will be effective as to all Accounts whether established or incurred before or after the effective date of such amendment.

c. Governing Law and Arbitration. This Agreement will be interpreted in accordance with the substantive law, not including conflicts of law principles, of the State of Utah. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, will be finally settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (the "Rules") in effect on the date of the commencement of the arbitration, and applying the substantive law of the State of Utah, without reference to its laws relating to conflicts of law. The arbitration will be conducted in the County of New York, State of New York by a sole arbitrator appointed pursuant to the Rules. The arbitrator(s) will deliver a reasoned written decision with respect to the dispute to each party, who must promptly act in accordance therewith. The prevailing party will be entitled to recover its reasonable costs relating to that aspect of its claim or defense on which it prevails, including reasonable attorneys' fees and costs, and any opposing costs awards will be offset. The award of the arbitrator will be final and binding on the parties, and judgment may be entered on the award and enforced by any court of competent jurisdiction. Notwithstanding the foregoing, either party may seek injunctive relief or other provisional remedies in aid of arbitration from a court of competent jurisdiction in the event that such action is reasonably necessary (e.g., a Breach of Security). Each party hereby irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 12(a) for any proceeding commenced under this Section 12(c). TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES AGREES THAT ANY PROCEEDING, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, EACH PARTY KNOWINGLY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

13. Defined Terms.

"Account" means the consumer credit relationship established by Bank under the Program, including though a revolving credit account or an installment credit account (and the related cardholder agreement or Credit Agreement, respectively), and all amounts owed thereunder. For sake of clarity, an "Account" will include any Account issued by Bank and used to finance a transaction with Merchant.

"Accountholder" means any natural person who has established an Account.

"Accountholder Information" is defined in Section 10(a).

"Applicable Law" means all federal, state and local statutes, codes, ordinances, regulations, laws (including laws relating to fair lending and unfair, deceptive or abusive acts or practices), published regulatory guidelines and regulatory interpretations, judicial or administrative orders and interpretations, and regulatory guidance provided to Bank by its regulators,

including regulations and regulatory guidance pertaining to bank safety and soundness, orders or directives and examination report comments.

“Authorized Product” means all Program-eligible products and services, including all related accessories, parts and servicing, as outlined in the Operating Procedures or any other Program materials. The list of products and services constituting Authorized Products may be amended from time to time by Bank and Sponsor, with notice to Merchant, which may be done by email.

“Bank Technology” is defined in Section 10(d).

“Bank Website” is defined in Section 2A(b).

“Breach of Security” means the unauthorized access to or acquisition of any record containing personally identifiable information relating to an Accountholder, whether in paper, electronic, or other form, in a manner that renders misuse of the information reasonably possible or that otherwise compromises the security, confidentiality, or integrity of the information.

“Card” means the physical or digital credit card issued (or other form of card or access device designated by Bank) by Bank under the Program, as well as any other credit cards issued by Bank and identified to Merchant in advance by Bank.

“Card Present Purchase” means a purchase, at a Merchant physical store location, of Merchant’s products or services financed on an Account where the Card used is (A) dipped in an EMV capable terminal, (B) swiped with full track information sent to Bank, or (C) if both dip and swipe are not available, the Merchant key entered the Account information, including the Account number, CVV2 and expiration date.

“Charge Transaction Data” is defined in Section 3(a).

“Confidential Information” is defined in Section 11(g).

“Credit Agreement” means a loan agreement between Bank and an Accountholder, in either tangible or electronic form, setting forth the terms of a closed-end loan from Bank to the Accountholder for the purchase of Authorized Products from Merchant, together with any modifications or amendments which may be made to such agreement.

“E-Consent” is defined in Section 2A(a).

“Digital Purchase” is defined in Section 2A(a).

“In-Store Card Not Present Purchase” means a purchase, at a Merchant physical store location, of Merchant’s products or services financed on an Account that does not qualify as a Card Present Purchase (e.g., where the person transacting the purchase does not present a Card relating to the Account, but states that he or she is an Accountholder or an authorized user or where the Merchant does not provide CVV2 data and expiration date to Bank). An In-store Card Not Present

Purchase will not include the initial purchase financed on an Account on the same day and at the same store location where Accountholder applied to obtain the Account and Merchant verified the Accountholder’s identification in accordance with the Operating Procedures. An In-store Card Not Present Purchase will include a Digital Purchase, or purchase made by telephone, when the goods or services are picked up in person.

“Losses” is defined in Section 7.

“Merchant Fee” means the applicable Merchant Fee Percentage, multiplied by the amount of the charge or Credit Agreement, as applicable.

“Merchant Fee Percentage” means the percentage set by Bank used in calculating the Merchant Fee payable in connection with each submission by Merchant to Bank of Charge Transaction Data pertaining to a promotional or non-promotional purchase.

“Merchant Marks” means the trademarks, trade names, logos and service marks of Merchant and any related or derivative marks, trade styles or logos.

“Merchant Technology” is defined in Section 10(d).

“Merchant Website” is defined in Section 2A(b).

“Operating Procedure” is defined in Section 1(c).

“Participation Fee” is defined in Section (b) of Schedule 2B.

“Program” is defined in the opening paragraph on page 1. The parties acknowledge that this Agreement may cover one or more programs offered by Bank (such as an installment program and a revolving program).

“Promotional Disclosure” is defined in Section 2(f).

“Promotional Terms Consent” is defined in Section 2A(a).

“Reserve Account” is defined in Section 3(b).

“Second Source Program” means any consumer credit program that is available only to persons who submitted properly completed applications for an Account to, and were rejected by, Bank immediately preceding the person’s application to the other credit program. A Second Source Program may not be branded with any Merchant Marks.

“Term” is defined in Section 8.

“Sponsor” means the original equipment manufacturer, buying group or other entity (i) with respect to which Merchant has a contractual relationship to distribute the goods produced or sourced by such entity, and (ii) which has a contract with Bank to participate in the Program, including for purposes of establishing the Merchant Fees, Participation Fees and other fees and discounts applicable to Merchant.

“Third Party Vendor” is defined in Section 11(c).

“Upgraded Process” is defined in Section 2A(a).

Schedule 2B

Installment Lending

In addition to the terms and conditions of the Agreement set forth above, the following terms and conditions apply to Merchants participating on one of Bank's installment lending Programs.

a. Credit-Based Promotions. From time to time, in its sole discretion, Bank may make or may discontinue making credit-based promotions available to Accountholders. In the event that Bank makes credit-based promotions available, Bank will provide Merchant with the terms of such promotions and information about how to properly complete the Credit Agreement (or the data in respect thereof) submitted to Bank to reflect any such promotions in which Merchant elects to participate, including the Merchant Fee applicable thereto, if any. Merchant is responsible and liable for all advertising it conducts with respect to such promotions. Bank's approval of any billing and credit terms for any promotion is not intended, and will not be construed, to be an approval of any materials used in advertising or soliciting participation in such promotions. Additionally, Merchant will ensure that its store and other personnel are adequately trained to properly code and process promotional transactions and to explain and answer customer inquiries relating to such promotions.

b. Participation Fees. For certain programs, Merchant may be paid a fee (a "Participation Fee") for eligible Credit Agreements that meet Bank's criteria for Participation Fee eligibility, as published and distributed from time to time by Bank, for each eligible Bank Credit Agreement. Any Participation Fee may be paid to Merchant by Bank when Merchant submits the completed, eligible Credit Agreement to Bank in return for Bank's payment on the eligible Credit Agreement. If within 180 days or a timeframe otherwise set forth in the Operating Procedures, such Credit Agreement is either: (i) paid in full, regardless of the funding source used to pay the Account in full, (ii) in default (as evidenced by a copy of Bank's Notice of Default), or (iii) the Account is charged back to the Merchant, then any and all Participation Fees paid by Bank must be returned within fourteen (14) days of the date Bank sends written notice thereof to Merchant, or, if Merchant refuses, Bank may set-off the debt against any amounts owed to Merchant by Bank.

c. Assistance with Perfection of Security Interests. For each Program requiring Merchant to provide Bank with and perfect for the benefit of Bank a security interest in the product financed on an Account, Merchant will: (i) file and record all documents necessary to perfect a valid and enforceable first priority security interest for Bank in the products purchased under each Account, and (ii) send Bank the filing receipts. In states where security interests are noted on the certificates of title or registration, Merchant will (x) complete the necessary forms and documents, (y) forward them, together with the appropriate fees, to the public officials/offices responsible for issuing the certificate of title or registration and (z) send to Bank evidence that Bank's security interest is noted on the certificate of title or registration. All required security interests must be filed promptly after the Accountholder takes possession of the product, but in no event later than 20 business days later.

d. Assistance with Resale of Repossessed Goods. Bank may request Merchant's assistance, which assistance may not be unreasonably withheld, in re-marketing through Merchant's dealership, Authorized Products (other than parts, accessories or services) that (i) are returned to Merchant by an Accountholder on a voluntary basis; (ii) Merchant, based upon Bank's reasonable request and subject to Merchant's consent, has repossessed from an Accountholder on a voluntary basis, (the reasonable cost of such repossession to be at Bank's expense); or (iii) Bank physically delivers to Merchant. In connection with any repossessed product referred to in clauses (i), (ii) or (iii) above, (A) Merchant will use its commercially reasonable efforts to re-market such products; provided, that Merchant may submit a sealed bid to Bank for any Authorized Product in an "AS IS" condition, (B) Bank will have the right to accept or decline any offer or bid, and (C) for any such product sold by Merchant to a third party, Bank will pay Merchant five percent (5%) of the resale price of such product. Merchant agrees to store without charge to Bank the Authorized Products on its premises until such Authorized Products are redeemed by the original buyer or delivered to any third party purchaser (including Merchant) of such Authorized Product, as directed by Bank. Merchant must exercise the same degree of care in safeguarding all Authorized Products during the storage period as Merchant exercises in safeguarding Merchant's own inventory and at all times must have sufficient insurance coverage in order to maintain the repossessed Authorized Products until such time as they are sold. The operation of the Authorized Products by Merchant for any purpose during the period of storage (except for the purpose of routine testing before a buyer purchases such Authorized Product) will be deemed to be a Default and will entitle Bank to the remedies under this Agreement and Applicable Law.

e. Allowable Items to Be Financed. Merchant will only permit purchases of Authorized Products to be charged to Accounts. Merchant will not include in connection with any Credit Agreement any amount in excess of the cash selling price of the products or services being sold (which selling price may include taxes, delivery charges, document preparation fees, title fees, license fees, registration fees, lien notation fees and filing fees in a usual and customary amount but may not include any down payment or deposit).

f. Additional Chargeback Rights. For each Program requiring Merchant to provide Bank with and perfect for the benefit of Bank a security interest in the product financed on an Account, Bank may chargeback to Merchant the entire amount of the applicable transaction (or any portion thereof), if Merchant fails to (i) complete the steps necessary to perfect a valid and enforceable first

priority security interest for Bank in the product financed on an Account within 20 days after the Accountholder takes possession of the product, or (ii) send all required documentation in respect of the foregoing within 120 days after the Accountholder takes possession of the product.

g. **Refunds.** Merchant will immediately notify Bank of any refunds provided to an Accountholder. Any refunds provided to an Accountholder must be completed as an adjustment to the Accountholder's Account.

h. **Additional Presentment Warranties Relating to Credit Agreements.** Each time Merchant submits a Credit Agreement for an Account, in addition to the warranties set forth in Section 6 of this Agreement, Merchant makes the following warranties (to the extent that they are applicable to the Program that the Merchant is participating in):

(i) The Credit Agreement for each Account describes a valid loan repayment obligation entered into by a bona fide and competent buyer and is legally enforceable by Bank against the buyer (and any guarantor) and there is no fact, nor any claim or defense of the Accountholder that would impair the validity, enforceability, or collectability of the Accountholder's obligations evidenced by the Credit Agreement or otherwise arising from any purchase covered by the Credit Agreement;

(ii) The Credit Agreement, and any other writings which bear a signature purporting to be that of an Accountholder, will in fact be genuine, not forged or unauthorized; the Credit Agreement transmitted to Bank for each Account must be as provided by an Accountholder to Merchant and the Credit Agreement for each Account must be fully completed before execution by Accountholder; Merchant has no reason to suspect fraud in connection with the transaction;

(iii) Each Authorized Product covered by each Credit Agreement must, at the time the Credit Agreement is submitted to Bank and at the time of any extension of credit under the Credit Agreement with respect to that Authorized Product, be owned by Merchant free and clear of all liens and encumbrances whatsoever;

(iv) Prior to the delivery of the Authorized Products, the Accountholder must have paid thereon the down payment (if a down payment is required) set forth in the Account in cash, unless otherwise specified therein; no other credit provider has financed a portion of any sales transaction included in the Credit Agreement other than a bona fide down payment or deposit financed on a general purpose credit card;

(v) That the Credit Agreement transmitted to Bank for each Account must be as provided by an Accountholder to Merchant and the Credit Agreement for each Account must be fully completed before execution by Accountholder;

(vi) The credit extended by Bank in connection with each sale of Authorized Products under an Account may not be in excess of the amount of credit approved by Bank for such Accountholder; and

(vii) The transaction giving rise to the sale of the Authorized Products to the Accountholder and financed pursuant to the Credit Agreement have been or will be satisfactorily delivered, installed or accepted by the Accountholder.

(viii) Merchant has transmitted all documents required by the Operating Procedures specific to installment loans.

Schedule 4
Transparency Principles Compliance Requirements

Synchrony Bank promotes full transparency and disclosure to all applicants for its financing program (the “Synchrony Financing Program”). To assure that applicants are aware of several key attributes of the Synchrony Financing Program, you hereby agree as follows:

1. To the extent that you use associates to offer credit (e.g., in store or via telephone), you will ensure that training on how to offer, process and transact with the Synchrony Bank Financing Program is integrated into your existing associate training program. Helpful training materials including videos, self-paced courses and pre-recorded webinars can be found online at Synchrony Bank’s Learning Center:
<https://learn.synchronybusiness.com>.
2. You must provide all required disclosures to the consumer prior to applying. For example, your Card customers must receive the Card agreement establishing their Account in writing and have the opportunity to review it and other disclosures in the application brochure before signing an application. Synchrony Bank’s online application process will ensure this requirement is covered.
3. You must retain each Card applicant’s signature page for no less than 25 months from the date of the application; for each installment loan, you must retain each application and contract for the life of the loan. Failure to keep and, upon request, produce the signature page to Synchrony may expose your business to an automatic chargeback upon consumer dispute.
4. Any fees that might be charged to you for a promotion may not be passed onto the customer. This practice is prohibited and you will be responsible for refunding customers accordingly.
5. Your advertising or promotion of the Synchrony Financing Program must make it clear that:
 - a. The Synchrony Financing Program is NOT an in-house credit program.
 - b. You will follow the Synchrony approved advertising, templates, and other disclosures or processes in the manner directed by Synchrony in creating or distributing advertising about the Synchrony Financing Program.
 - c. Consumers should be provided with information about the different special financing options available to them and how they work before requested to choose which one to use for their specific purchase. It is especially important that they understand the basic features of No Interest, Reduced Interest, Introductory Rates and Deferred Interest /No Interest if Paid in Full options, if all these types of promotions are being offered. The key concepts include:
 - The length of the promotion/loan term;
 - Whether the promotion expires and if so, what happens upon expiration;
 - Required payments during the promotional period; and
 - For Deferred Interest promotions, deferred interest accrues on the promotional balance during the promotional period from the date of the transaction. Finance charges can be avoided ONLY IF the promotional balance is paid off prior to the end of the promotional period.
6. All customers must receive promotional terms prior to completion of the transaction. This may require you to complete a promotional disclosure form.
7. You will advise customers of any policy regarding returns/refunds. Your return policy must be reasonable and fair.
8. These program guidelines are designed to provide transparency for consumers. Synchrony Bank reserves the right to monitor your adherence to these and other Synchrony Financing Program policies.