

STREET CRED CAPITAL, LLC

GENERAL TERMS AND CONDITIONS

1. **Definitions and Interpretation.** For the purposes of the Agreement, unless defined elsewhere, the following terms shall have the meaning as set forth below:
 - a. **Affiliates.** means, as to either Party, any entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that party. The term “**control**” means that power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise
 - b. **Applicable Law.** All federal, state and local statutes, regulations, regulatory guidelines, and judicial or administrative holdings or interpretations applicable, as the case may be, to each Party’s performance of its obligations under this Agreement (including applicable consumer credit laws, rules and regulations).
 - c. **Application.** The action and/or document by which a consumer applies for financing either as an Installment Loan or a Lease whereby if accepted, creates a Customer Account, including the Financing Terms and conditions provided a Lender.
 - d. **Business Day.** Each day other than Saturday, Sunday or a day on which Financial Institutions in the State of New York are obligated by law to be closed.
 - e. **Customer.** The individual whose name is on an Application.
 - f. **Customer Account.** The account established by an agreement between a Customer and a Street Cred Lender that participates in the Program.
 - g. **Decisioning Solution Partner.** A Street Cred Affiliate(s), as listed in Exhibit A, that has a real-time software engine used in credit scoring and decisioning allowing Lenders to simplify their underwriting process in whether to accept or deny a Customer’s Application and creating a Customer Account.
 - h. **Discount Fee.** The amount paid by Merchant or withheld by Lender for each Customer Account funded by a Lender.
 - i. **Financing Terms.** Installment Loan or Lease rates and payment terms of to be offered under the Program and accepted by an Applicant.
 - j. **Installment Loan.** A Customer Account whereby, among other provisions and according to its Financing Terms (i) a Street Cred Lender finances Products to an individual, (ii) the individual agrees to make regularly scheduled finance payments towards the financing given for such Products, and (iii) the individual will own such Products upon making all loan payments owed by Customer.
 - k. **Lease.** A Customer Account whereby, among other provisions and according to its Financing Terms (i) a Street Cred Lender leases Products to an individual, (ii) the individual agrees to make regularly scheduled lease or rental payments for such Products, and (iii) the individual has the option at some future time either to purchase such Products or return them to the Lender.
 - l. **Lender.** A third-party lender, as listed in Exhibit A that is authorized by Street Cred to receive Customer financing Applications and open a Customer Account by financing a purchase through one of the available options in the Program.
 - m. **Lender Financing Agreement.** The agreement outlining the Financing Terms and conditions by

each individual Lender including, but not limited to the application process, the type of lending program (whether Lease or Installment Loan or both), separate Representations and Warranties Merchant makes to Lender, and certain additional policies and procedures, including but not limited to returns, disputes, jurisdiction and payment processing.

- n. **Merchant.** Merchant, its Affiliate, or any other third-party that enters into this Merchant Agreement with Street Cred, Street Cred Affiliates and/or Lenders, and is deemed by Street Cred to be eligible to participate in the Program.
 - o. **Merchant Agreement.** This agreement, executed between Merchant, its Affiliates or other eligible and approved third party by the Parties and Street Cred, pursuant to which Merchant offers for sale Products, and Merchant or its Affiliates market and service Customer Accounts as a part of the Program.
 - p. **Merchant Location.** Any Location that is approved by Street Cred and subject to a Merchant Agreement.
 - q. **Products.** Those electronic devices, other goods and related services as agreed to in writing between the Parties to be offered for sale and eligible for the Program to consumers by Merchants.
 - r. **Program.** The Product financing program offered by Street Cred and memorialized in this Agreement, including any exhibits and schedules hereto or thereto, whereby, among other rights and obligations, Street Cred, Merchant and/or their Affiliates have the right at Merchant Locations and on Websites to market and offer Customers the opportunity to submit an Application through Street Cred to a Lender.
 - s. **Purchase Amount.** The amount funded by Lender through a Customer Account, including any initial payment made by the Customer and Discount Fee, which amount serves as the initial amount due pursuant to the Lender Financing Agreement.
 - t. **Regulatory Authority.** Any applicable federal, state or other governmental agency having jurisdiction over the Program.
 - u. **Websites.** Means any consumer-facing web page(s) and related content that is identified by a common domain name and published on at least one web server for the sale of Products that is owned or operated by Merchant and/or Merchant Affiliates.
 - v. **Interpretation.** For purposes of this Agreement, (a) the words “include,” “includes,” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole; and (d) references to, rights inuring to, and obligations imposed on a Party shall include and apply to, as the context provides, that Party’s Affiliates and designees.
2. **Merchant Representations and Warranties.**
- a. Merchant is a company or corporation duly organized, validly existing and in good standing under the laws of the state listed in the Merchant Agreement and has all necessary corporate power and authority to enter into the transactions contemplated hereby.
 - b. Merchant has all requisite power and authority to enter into this Agreement and to perform all of the obligations to be performed by it hereunder. The execution, delivery and performance by Merchant of this Agreement and the consummation by Merchant of its obligations hereunder of the transactions contemplated hereby have been duly and validly authorized by all requisite

action on the part of Merchant. This Agreement, when executed and delivered by Merchant, will constitute the valid and binding obligation of Merchant, enforceable against Merchant, in accordance with its terms.

- c. Merchant warrants that at all times prior to a sale of such Products, Merchant shall have and maintain good and marketable title to each Product available for purchase from Merchant, free and clear of any lien, mortgage, pledge, encumbrance, or charge of any kind. Merchant further warrants that all Products made available for sale by Merchant are, to Merchants knowledge free from defects in material and workmanship under normal use and service, in good working order, operational as intended by the manufacturer of such Product, and with regard to previously unused Products or Products which have never been owned by an end user, that such Products are unopened and new.
 - d. If a Product is a USED OR REFURBISHED Product, Merchant warrants that any Product refurbishment was performed in a good and workmanlike manner, approved by the original Product manufacturer, and by an individual authorized by such manufacturer to perform such refurbishments, and that such used or refurbished Products are in good and working order at the time of such sale to Customer.
 - e. Merchant is not involved in any dispute with any taxing authority, nor is Merchant deficient in any payment of any taxes or amounts owed by Merchant to any taxing authority.
 - f. Merchant is not a party to any litigation, arbitration, or other legal proceedings currently ongoing, pending, or threatened against Merchant, nor does Merchant have any reason to believe that any such proceeding will be brought or threatened in the future before any court or administrative agency and/or that are likely to have a material adverse effect on its condition or the results of its operations or its ability to perform its obligations under the Agreement.
 - g. Merchant has all permits, licenses, rights, registrations, and other approvals necessary to operate Merchant's business as currently operated.
 - h. Merchant agrees not to amend, change, settle, or compromise any Program and/or Program Documents. Merchant will take any and all necessary steps and sign and execute any and all necessary documents or Agreements required to implement the terms of the Agreement. Merchant has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with or that would hinder either Party's performance of its obligations under this Agreement. Merchant shall deliver to Street Cred, within five (5) Business Days of the date of receipt, any notice of actual or threatened actions issued by any Regulatory Authority involving any Customer Account. Any written executive or regulatory complaints received by Merchant relating to the Program will be promptly reported to Street Cred, to the extent permitted by Applicable Law.
 - i. Merchant also agrees to refrain from taking any action, either expressly or impliedly, which would have the effect of prohibiting or hindering the performance of Street Cred to this Agreement.
3. **Merchant Responsibilities.** Merchant, in good faith and at its own expense, shall: (a) at all times accurately market, advertise, promote and represent the terms and conditions of the Program and all components therein, or such other financial products or programs made available to Merchant and Customers by Street Cred during the Term of this Agreement; (b) conduct business in a manner that reflects favorably at all times on the good name, goodwill, and reputation of Street Cred; (c) observe all reasonable directions and instructions given to it by Street Cred in relation to the marketing, advertisement, and promotion of the Program; (d) promptly notify Street Cred of any

complaint or adverse claim about any Product or its use of which Merchant becomes aware; (e) not make any misleading or untrue statements concerning Street Cred or the Program and all components therein, or such other financial products or programs made available to Merchant and Customers by Street Cred during the Term of this Agreement; and (f) at all times comply with all federal, state and local laws, ordinances, regulations and orders that are applicable to the operation of its business, and this Agreement and its performance hereunder as well as it relates to marketing, selling and otherwise handling Products, Merchant's agreement with Customers, Merchant's policies, procedures, terms and conditions, and that standard of care required in connection with such Products. Merchant is responsible for any local, state, and federal product laws as well as warranties that apply to the items financed by the Lenders on the Street Cred Program. To the extent the Products sold by Merchant have been refurbished prior to such sale, Merchant shall, prior to Street Cred's purchasing of such refurbished Products and Customers lease or purchase of Products by Street Cred, make Street Cred and the Customer aware that such Products have been refurbished. Merchant further agrees to warrant all USED OR REFURBISHED Products to be free from defects in materials and workmanship for either the period of one (1) year from the date of purchase by Street Cred, or the date on which Street Cred no longer holds title to the Product, whichever occurs first ("**Used or Refurbished Warranty Period**"). Parts repaired or replaced under the terms of this warranty will be warranted for the remainder of the original Used or Refurbished Warranty Period only. To claim under this warranty, Customer must notify Merchant within thirty (30) days after the date of discovery of any claimed defect and make the affected Product available for inspection by Merchant. In the event any Products are deemed by Merchant to be defective or non-conforming Merchant agrees to either repair or replace the Product, or to provide a refund of the purchase price paid by Street Cred. In the event Merchant provides a refund (in whole or in part) of the Purchase Price, the refund amount will be provided directly to Lender and NEVER to the Customer directly.

4. **Customer Disputes.** In the event that any Customer asserts any claim against Street Cred or Merchant, or disputes any payments owed relating to, or originating from, any Product, Program and/or Program Documents, Merchant shall notify Street Cred of such claim or dispute within two (2) business days from the date on which Merchant becomes aware of such claim or dispute. Merchant agrees to provide Street Cred with any and all notes, records, receipts, and any and all other documents that may relate to any claim or dispute as reasonably requested by Street Cred, within five (5) days of receipt of such written request for such documentation.
5. **Audit Rights.** At all times during the Term of this Agreement, or for so long as Street Cred retains title to any particular Product sold by Merchant, Street Cred shall have the right to inspect, audit and copy any financial books, computer programs, Customer and sales information and other data containing financial information in connection with the Merchant's sale of Products to Street Cred under the terms of the Program. Such information shall be made available to Street Cred at Merchants physical address, during normal business hours, within ten (10) days of Street Cred's demand for same.
6. **Non-Solicit, Non-Disparagement.** During the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall recruit or otherwise solicit for employment any employee or subcontractors of the other Party, without the other Party's express prior written consent. The Parties further agree that neither Party will, directly or indirectly, take any action or make any statements, written or verbal, including statements on social media sites, that defame, disparage or in any way criticize the personal or business reputation, products, services, practices or conduct of the other or any of their officers, directors, employees, or other Affiliates.
7. **Non-Circumvention.** Without limiting Merchant's other obligations under the Agreement, and

absent written consent from Street Cred, Merchant and its Affiliates shall not, directly or indirectly, engage or enter into any agreement to engage, or be connected with any person or entity in connection with any person's or entity's engaging or entering into any agreement to engage, in any project similar to, entirely or in part, the Program, with respect to the any Lender or Street Cred third-party partner that participates through the Program.

8. **Confidentiality.** For the purposes of this Agreement, the term "Confidential Information" shall mean all business, technical or financial data, information, processes and trade secrets, and business activities, whether in written, oral, or other form, including but not limited to, methods of doing business, and names and all personal or private information of customers or clients, and all other documentation or information which are treated or identified as confidential or proprietary by Street Cred or the disclosure of which might reasonably be construed to be contrary to the interest of Street Cred, and any and all other protected documentation, data or information under the terms of this Agreement. For the avoidance of doubt, the Parties acknowledge and agree that each of the above items contained within the definition of Confidential Information of Street Cred shall always be deemed confidential and proprietary by Street Cred, and the disclosure of same would be contrary to the interest of Street Cred.

Except as otherwise provided herein, Merchant agrees that all information communicated to it by Street Cred, whether before or after the Effective Date, will be deemed to have been received in strict confidence, will be used only for purposes contemplated hereby, and Merchant will use the same means it uses to protect its own Confidential Information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality thereof. No such information shall be disclosed by the Merchant, its officers, directors, managers, members, agents, representatives, employees, and subcontractors without the prior written consent of Street Cred. The foregoing shall not prevent Merchant from disclosing information that: (i) becomes publicly available other than as a result of a disclosure by officers, directors, managers, members, agents, representatives, employees, or subcontractors, or other persons to whom the Merchant has disclosed such information; (ii) was available to the Merchant on a non-confidential basis prior to its disclosure to Street Cred provided that such prior disclosure and its non-confidential status are evidenced in writing; or (iii) becomes available to Merchant on a non-confidential basis from a source other than Street Cred, provided that such source is not bound by a confidentiality agreement with Street Cred.

If, during the Term or at any time thereafter, Merchant receive a request to disclose any Confidential Information, whether under the terms of a subpoena, court order, or other governmental order or otherwise, Merchant will notify Street Cred immediately of the details of the request, including providing a copy thereof, and will consult with Street Cred on the advisability of taking legally available steps to resist or narrow such request. If disclosure of such Confidential Information is required to prevent Merchant from being held in contempt or subject to other penalty, Merchant will furnish only such portion of the Confidential Information as, in the written opinion of legal counsel satisfactory to Street Cred, Merchant is legally compelled to disclose, and Merchant will use their best efforts to assist Street Cred in obtaining an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information.

Merchant will (i) inform its officers, directors, managers, members, agents, representatives, employees, and subcontractors of the confidentiality requirements set forth in this Agreement and (ii) only permit access to Confidential Information of Street Cred to those of its officers, directors, managers, members, agents, representatives, employees, and subcontractors having a need to know and who have signed nondisclosure agreements at least as restrictive as those set forth herein

or are otherwise bound by confidentiality obligations at least as restrictive as those set forth herein.

9. **Notices.** All notices, demands and other communications shall be in writing and shall be deemed to have been given and received if delivered personally, or three days after mailing by certified mail (return receipt requested) or, one (1) day after delivery to overnight carrier to the respective addresses listed above or to such other address as either Party may designate by providing notice in accordance with the terms of this Section.
10. **No Agency, Partnership or Venture.** Nothing in this Agreement shall be deemed to create an agency relationship, partnership or joint venture between the Parties hereto. The Parties shall at all times be deemed independent contractors of one another.
11. **No Third-Party Beneficiaries.** This Agreement is between Street Cred and Merchant, and creates no individual rights for any agents of either Party. No agent of either Party will be deemed to be a third-party beneficiary hereunder, nor will any agent of either Party be deemed to have any employment or contractual relationship with the other Party as a result of this Agreement or his, her or its performance of services.
12. **Assignment.** Merchant may not assign its rights or obligations under this Agreement without the prior written consent of Street Cred, such consent may be unreasonably withheld, conditioned, or delayed in Street Cred's sole discretion. Any permitted assignee or successor of Merchant's rights and obligations hereunder shall be bound by this Agreement, and any attempted assignment in violation of the foregoing shall be void and of no effect.
13. **Governing Law.** THIS AGREEMENT WILL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF COLORADO, EXCLUDING THE PRINCIPLES OF CONFLICT OF LAWS THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY. THE PARTIES HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS IN DENVER, COLORADO, AND AGREE THAT ANY ACTION, SUIT OR PROCEEDING CONCERNING, RELATED TO OR ARISING OUT OF THIS AGREEMENT SHALL BE HEARD AND DETERMINED IN THE FEDERAL AND STATE COURTS IN DENVER, COLORADO, AND FURTHER IRREVOCABLY WAIVE ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH DISPUTE BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE. BOTH PARTIES AGREE TO WAIVE TRIAL BY JURY FOR ALL CLAIMS ARISING HEREUNDER.
14. **Compliance with Laws.** The Parties shall comply, at their own expense, with the provisions of all applicable federal, state, county and local laws, ordinances, regulations and codes, including procurement of any required permits or certificates, in connection with this Agreement or any order.
15. **Attorney's Fees.** In the event of any controversy, claim, or action being made, filed, or instituted between the Parties to this Agreement or any of the other documents related hereto to enforce or declare rights under this Agreement, or arising from the breach of any provision hereof, the prevailing Party will be entitled to receive from the other Party all costs, damages, and expenses, including reasonable attorney's fees in the amount of no less than fifteen (15%) of the damages stated in such controversy, claim or action, to be determined by the trier of fact.
16. **Limitation of Liability.**

IN NO EVENT SHALL STREET CRED OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR

RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF: WHETHER THE DAMAGES WERE FORESEEABLE; WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES; AND THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED.

IN NO EVENT SHALL STREET CRED'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO STREET CRED UNDER THIS AGREEMENT IN THE ONE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND, ABSENT ANY OF SUCH DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS OF LIABILITY, THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE ECONOMIC TERMS, WOULD BE SUBSTANTIALLY DIFFERENT. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATIONS APPLY EVEN IF THE MERCHANT'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

17. **Force Majeure.** No Party to this Agreement shall be liable for failure or delay in the fulfillment of all or part of this Agreement, except with regard to the financial obligations of Merchant, because of acts of God, governmental orders or restrictions, war, threat of war, warlike conditions, terrorism, hostilities, sanctions, mobilization, blockade, embargo, revolution, riot, strike, walk-out, plague or other epidemics or medical pandemics, as determined by either the World Health Organization and/or the Centers for Disease Control and Prevention, fire, flood, earthquake or any other similar causes or circumstances beyond the reasonable control of the parties. Any such failure or delay shall not be deemed a breach of this Agreement provided, however, that (a) the Party so prevented from complying with this Agreement gives written notice to the other Party within three (3) days after the force majeure event begins or occurs of the nature of the force majeure event and the way in which, and the extent to which, its obligations are prevented or delayed; and (b) the Party so prevented from complying with this Agreement shall continue to take all actions within its power to comply as fully as possible and shall in every instance, to the extent it is capable of doing so, use its best efforts to remove or remedy such cause with all reasonable dispatch.
18. **Relationship of the Parties.** Street Cred and Merchant shall at all times during the term of this Agreement act as, and shall represent itself to be, an independent contractor, and not an agent or employee of the other. This Agreement does not create any relationship of association, partnership, or joint venture between the Parties. Neither Party will have any right or authority to assume, create or incur any liability or obligation of any kind against or in the name of the other Party.
19. **Change of Terms.** All of the terms, charges, conditions or covenants of the Agreement are SUBJECT TO CHANGE SOLELY BY STREET CRED UPON THIRTY (30) DAYS prior written notice. If changed, Merchant may terminate the agreement on the effective date of such change by giving Street Cred ten (10) days prior written notice of its intent to terminate. If Merchant does not give such notice, the change shall become effective and apply in accordance with the terms of the notice.

20. **Data Security**

a. **Definitions**

- i. **Authorized Persons / Authorized Employees:** means (A) authorized employees of Street

Cred; and (B) third party lenders of Street Cred who have a need to know or otherwise access Personal Information to enable Street Cred to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Agreement.

ii. **Highly-Sensitive Personal Information:** means an (A) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (B) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (C) biometric, genetic, health, medical, or medical insurance data.

iii. **Personal Information:** means information provided to Street Cred or at the direction of Merchant, information which is created or obtained by Street Cred, or information to which access was provided to Street Cred by or at the direction of Merchant in the course of Street Cred's performance under this Agreement that: (A) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (B) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), in case of both subclauses (A) and (B), including, without limitation, all Highly-Sensitive Personal Information.

iv. **Security Breach:** means (A) any act or omission that compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by Street Cred, or any Authorized Persons, or by Merchant should Street Cred have access to Merchant's systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (B) receipt of a complaint in relation to the privacy and data security practices of Street Cred or any Authorized Persons or a breach or alleged breach of this Agreement relating to such privacy and data security practices. Without limiting the foregoing, a material compromise shall include any unauthorized access to or disclosure or acquisition of Personal Information.

b. Standard of Care

i. Street Cred acknowledges and agrees that, in the course of its engagement by Merchant, Street Cred may create, receive, or have access to Personal Information. Street Cred shall comply with the terms and conditions set forth in this Agreement in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession by all Authorized Employees/Authorized Persons of Street Cred. Street Cred shall be responsible for, and remain liable to, Merchant for the actions and omissions of all Authorized Persons or Authorized Employees concerning the treatment of Personal Information as if they were Street Cred's own actions and omissions.

ii. In recognition of the foregoing, Street Cred agrees and covenants that it shall:

A. Keep and maintain all Personal Information in strict confidence, using such

degree of care as is appropriate to avoid unauthorized access, use, or disclosure;

B. Not create, collect, receive, access, or use Personal Information in violation of law;

C. Use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of either the Program Documents or this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Street Cred's own purposes or for the benefit of anyone other than Customers of Merchant, in each case, without Customer's prior written consent; and

D. Not, directly or indirectly, disclose Personal Information to any person other than its Authorized Employees/Authorized Persons, including any Street Cred third party Lender, without Customer's prior written consent unless and to the extent required by Government Authorities or as otherwise, to the extent expressly required, by applicable law in which case, Street Cred shall (I) use best efforts and to the extent permitted by applicable law notify Customer before such disclosure or as soon thereafter as reasonably possible; (II) be responsible for and remain liable to Customer for the actions and omissions of such unauthorized third party concerning the

treatment of such Personal Information as if they were Street Cred's own actions and omissions; and (III) require the unauthorized third party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Agreement.

c. Information Security

i. Street Cred represents and warrants that its creation, collection, receipt, access, use, storage, disposal, and disclosure of Personal Information does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives. Street Cred shall implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually.

ii. Without limiting Street Cred's obligations herein, Street Cred shall implement administrative, physical, and technical safeguards to protect Personal Information from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practice, including the Control Objectives for Information and related Technology (COBIT) standards, the National Institute of Standards and Technology (NIST) Cybersecurity Framework, or other applicable industry standards for information security, and shall ensure that all such safeguards, including the manner in which Personal Information is created, collected, accessed, received, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

iii. If, in the course of its engagement by Merchant, Street Cred has access to or will collect, access, use, store, process, dispose of, or disclose credit, debit, or other payment cardholder information, Street Cred shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Street Cred's sole cost and

expense.

iv. At a minimum, Street Cred's safeguards for the protection of Personal Information shall include: (A) limiting access of Personal Information to Authorized Employees/Authorized Persons; (B) securing business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (C) implementing network, application, database, and platform security; (D) securing information transmission, storage, and disposal; (E) implementing authentication and access controls within media, applications, operating systems, and equipment; (F) encrypting Highly- Sensitive Personal Information stored on any media; (G) encrypting Highly-Sensitive Personal Information transmitted over public or wireless networks; (H) strictly segregating Personal Information from information of Street Cred or its other Merchants so that Personal Information is not commingled with any other types of information; (I) conducting risk assessments, penetration testing, and vulnerability scans and promptly implementing, at Street Cred's sole cost and expense, a corrective action plan to correct any issues that are reported as a result of the testing; (J) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (K) providing appropriate privacy and information security training to Street Cred's employees.

v. During the term of each Authorized Employee's employment by Street Cred, Street Cred shall at all times cause such Authorized Employees to abide strictly by Street Cred's obligations under this Agreement and Street Cred's standard policies and procedures. Street Cred further agrees that it shall maintain a disciplinary process to address any unauthorized access, use, or disclosure of Personal Information by any of Street Cred's officers, partners, principals, employees, agents, or contractors. Upon Merchant's written request, Street Cred shall promptly identify for Merchant in writing all Authorized Employees as of the date of such request.

vi. Upon Merchant's written request, Street Cred shall provide Merchant with a network diagram that outlines Street Cred's information technology network infrastructure and all equipment used in relation to fulfilling its obligations under this Agreement, including, without limitation: (A) connectivity to Merchant and all third parties who may access Street Cred's network to the extent the network contains Personal Information; (B) all network connections, including remote access services and wireless connectivity; (C) all access control measures (for example, firewalls, packet filters, intrusion detection and prevention services, and access-list-controlled routers); (D) all backup or redundant servers; and (E) permitted access through each network connection.

d. Security Breach Procedures

i. Street Cred shall provide Merchant with the name and contact information for an employee/security of Street Cred who shall serve as Merchant's primary security contact and shall be available to assist Merchant twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach.

ii. Street Cred shall notify Merchant of a Security Breach as soon as practicable, and by email or telephone to the agreed upon employee of Merchant, as same may be amended from time to time by written notification to Street Cred, but no later than twenty-four (24) hours after Street Cred becomes aware of it.

iii. Immediately following Street Cred's notification to Merchant of a Security Breach, the

parties shall coordinate with each other to investigate the Security Breach. Street Cred agrees to fully cooperate with Merchant in Merchant's handling of the matter, including, without limitation: (A) assisting with any investigation; (B) providing Merchant with physical access to the facilities and operations affected; (C) facilitating interviews with Street Cred's employees and others involved in the matter; and (D) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise required by Merchant.

iv. Street Cred shall at its own expense take reasonable steps to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. Street Cred shall reimburse Merchant for all reasonable costs incurred by Merchant in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation.

v. Street Cred agrees that it shall not inform any third party of any Security Breach without first obtaining Merchant's prior written consent, other than to inform a complainant that the matter has been forwarded to Merchant's legal counsel. Further, Street Cred agrees that Merchant shall have the sole right to determine: (A) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in Merchant's discretion; and (B) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

vi. Street Cred agrees to maintain and preserve all documents, records, and other data related to any Security Breach.

vii. Street Cred agrees to fully cooperate, at its own expense with Merchant in any litigation, investigation, or other action deemed necessary by Merchant to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Information.

e. **Oversight of Security Compliance.**

Street Cred shall provide Merchant with the results of any audit by or on behalf of Street Cred performed that assesses the effectiveness of Street Cred's information security program as relevant to the security and confidentiality of Personal Information shared during the course of this Agreement.