

EXECUTABLE

First Electronic Bank

and

Credit Fresh Admin, Inc.

and

Propel Holdings Inc.

PROGRAM MARKETING AND SERVICING AGREEMENT

Dated April 2, 2021

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PROGRAM MARKETING AND SERVICING AGREEMENT

THIS PROGRAM MARKETING AND SERVICING AGREEMENT (the “Agreement”), dated as of April 2, 2021 (“Effective Date”), is made by and between First Electronic Bank, an FDIC-insured, Utah state-chartered industrial bank having its principal location in Salt Lake City, Utah (“Bank”), Credit Fresh Admin, Inc., a Delaware corporation, having its principal location at 200 Continental Drive, Suite 401, Newark, DE 19713 (“Program Manager”), and Propel Holdings Inc. (“Propel”) (as an additional representation, warranty and covenant provider solely with respect to Sections 15(ii)(A) and 15(ii)(B)).

RECITALS

WHEREAS, Bank is an FDIC-insured, Utah state-chartered industrial bank engaged in the business of originating various types of loans, including consumer-purpose open-end revolving credit accounts, throughout the United States; and

WHEREAS, Program Manager desires to develop and establish with Bank a consumer purpose loan program pursuant to which Bank is willing to originate and establish certain open-end revolving credit Accounts (defined below) and disburse Account Advances (defined below) under such Accounts to qualifying applicants (the “Program”); and

WHEREAS, subject to and, in accordance with, the terms and conditions set forth in this Agreement, Bank desires to have Program Manager, on its own behalf and/or by and through Program Manager’s Approved Affiliates, perform, on Bank’s behalf: (i) certain marketing and administrative services in connection with Bank’s origination of Accounts (as defined below) and disbursement of Account Advances (as defined below) under the Program; and (ii) administrative account servicing functions in connection with the Accounts originated under the Program.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the terms, conditions and mutual covenants and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank and Program Manager intending to be legally bound hereby mutually agree as follows:

1. Definitions and Rules of Construction.

Whenever capitalized and used in this Agreement, the following words, and phrases, unless otherwise specified, shall have the following meanings, and shall be construed in accordance with the following rules of construction:

- (a) “ACH” means the Automated Clearinghouse operating under the Federal Reserve System.
- (b) “ACH File” shall have the meaning set forth in Section 9(a).
- (c) “Accepted Servicing Practices” means, with respect to each Account, the servicing practices and procedures that Program Manager and its applicable Approved Affiliate follows in the servicing and administration of, and in the same manner in which, and with the same care, skill, prudence and diligence with which Program Manager services and administers accounts similar to the Accounts on behalf of

itself and other Persons; provided, however, that in all cases the account servicing practices must (i) comply with the terms of Applicable Laws and the related Account Agreements; and (ii) be consistent with customary, reasonable and usual standards of practice for institutions that service accounts that are similar to the Accounts.

- (d) “Account” means an Open-End Account established by Bank for a Borrower pursuant to the Program and documented by an Account Agreement.
- (e) “Account Advance” means the funds disbursed to a Borrower by Bank under an Account and pursuant to the Program, which generates a Receivable.
- (f) “Account Agreement” means each agreement between Bank and a Borrower containing the terms and conditions of an account relationship established under the Program between Bank and Borrower, as may be amended, modified, or otherwise changed from time to time.
- (g) “***” shall have the meaning set forth in the Receivables Sale Agreement.
- (h) “Affiliate” means, with respect to any Person, each Person who directly or indirectly controls, is controlled by or is under common control with a Party. For the purpose of this definition, the term “control” (including with correlative meanings, the terms controlling, controlled by and under common control with) means the power to direct the management or policies of such Person or Party, directly or indirectly, through the ownership of twenty-five percent (25%) or more of a class of voting securities, by contract or otherwise.
- (i) “Agreement” shall have the meaning set forth in the introductory paragraph.
- (j) “Applicable Law” means: (i) all federal, state and local laws, statutes, rules, regulations, orders, and requirements that relate to consumer financial services or are otherwise applicable to a Party or relating to or affecting any aspect of the Program, including, without limitation, the Accounts, the Marketing Materials, the Finance Materials; and (ii) all written requirements, as they relate to or affect the Program, of any Regulatory Authority having jurisdiction over a Party, as any such laws, statutes, rules, regulations, orders, and requirements may be amended or changed and in effect from time to time during the Term of this Agreement.
- (k) “Applicant” means a Person who applies under the terms of the Program to obtain an Account from Bank.
- (l) “Application” means any request from an Applicant for an Account in the form required by Bank, as such may be amended, modified, or changed in accordance with the terms of this Agreement.
- (m) “Approval” means Bank’s approval or consent; provided, however, that the fact that Bank has provided such approval or consent shall not mean or otherwise be construed to mean that: (i) Bank has performed any due diligence with respect to the requested or required approval or consent; (ii) Bank agrees that the item or information for which approval or consent is being sought complies with any Applicable Law; (iii) Bank has assumed Program Manager’s, Program Manager’s

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Approved Affiliates, or any other Person's obligations to comply with all Applicable Laws arising from or related to any requested or required approval or consent; or (iv) any approval or consent impairs in any way Bank's rights or remedies under the Agreement, including indemnification rights, for the failure of Program Manager and/or Program Manager's Approved Affiliates to comply with all Applicable Laws or the terms and conditions of this Agreement.

- (n) "Approved Affiliate" means any Affiliate of Program Manager that is performing any of Program Manager's duties, responsibilities, functions, and/or obligations under this Agreement and that Bank has Approved and properly authorized Program Manager to delegate to such Affiliate (as agent of Bank) to perform any of Program Manager's duties, responsibilities, functions, and/or obligations set forth in this Agreement.
- (o) "Bank" shall have the meaning set forth in the introductory paragraph of this Agreement.
- (p) "Bank Indemnified Parties" shall have the meaning set forth in Section 17(b).
- (q) "Borrower" means an Applicant that has been approved for an Account under the Credit Underwriting Standards and from whom Bank receives an executed Account Agreement and/or any Person who is liable, jointly, or severally, for amounts owing with respect to the related Account.
- (r) "Borrower Data" means information that is provided to or obtained by a Party in the performance of its obligations under this Agreement or otherwise regarding Applicants and Borrowers, including, but not limited to (a) name, postal address, social security number, email address, telephone number, date of birth, account number, security codes, valid to and from dates, as well as information and demographic data, data generated and/or created in connection with account processing and maintenance activities, account statement preparation and customer service, telephone logs and records and other documents and information necessary for the processing and servicing of accounts, and (b) all "Nonpublic Personal Information" and "Personally Identifiable Financial Information" (as defined in 12 C.F.R. §§ 332.3(n) and (o), respectively).
- (s) "Business Day" means any day other than (i) a Saturday or Sunday; (ii) a day designated by the Federal Reserve Bank of San Francisco as a banking holiday; or (iii) a day on which banking institutions in the State of Utah are authorized or obligated by law or executive order to be closed.
- (t) "BSA Officer" shall have the meaning set forth in Section 11(i).
- (u) "CIP Program" shall have the meaning set forth in Section 11(l).
- (v) "Claim Notice" shall have the meaning set forth in Section 17(e).
- (w) "***"

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- (x) “Collections” means, with respect to each Account, all payments and all amounts received from, or on behalf of, a Borrower, in respect of such Account (regardless of the source), including, but not limited to payments of principal, interest and/or fees collected or received as payment by Program Manager (or its Approved Affiliate) on the Account and all proceeds of such Account.
- (y) “Compliance Policies” means the policies developed by Program Manager, subject to Bank Approval, adopted to ensure compliance of the Program with Applicable Law. The following are examples of the regulations and/or subjects that such Compliance Policies shall address: Bank Secrecy Act (BSA)/Anti-Money Laundering (AML)/ Office of Foreign Assets Control (OFAC); Business Resumption/Contingency Planning & Testing, Change Management; Complaint Management; Compliance Management; E-Sign; Fair Debt Collection Practices; Fair and Accurate Credit Transactions Act (FACTA)/ID Red Flags; Gramm-Leach-Bliley Act (GLBA) Security; Unfair, Deceptive and Abusive Acts and Practices (UDAAP); Reg B-Equal Credit Opportunity Act and Fair Lending; Reg P-GLBA Privacy; Reg Z-Truth in Lending Act (TILA); Reg V-Fair Credit Reporting Act (FCRA), Reg E-Electronic Fund Transfer Act; Right to Financial Privacy; Servicemembers Civil Relief Act; Military Lending Act; and Telephone Consumer Protection Act (TCPA). The Compliance Policies shall also include the Vendor Management Policy.
- (z) “Compliance Officer” shall have the meaning set forth in Section 11(i).
- (aa) “Compliance Management System” shall mean the process(es) by which Program Manager, under the direction of its board of directors and management: (i) learns about its compliance responsibilities with respect to applicable consumer protection laws and regulations; (ii) assesses applicability and risk for Program Manager as to these compliance requirements; (iii) provides training to Program Manager employees to understand these compliance responsibilities; (iv) reviews Program Manager operations in light of the same; (v) incorporates these requirements into Program Manager’s business processes; and (vi) takes corrective action as necessary.
- (bb) “Confidential Information” means the terms and conditions of this Agreement and all other confidential and proprietary information and/or trade secrets including, but not limited to, technical information, know-how, algorithms, code, networking, software, techniques and methods as well as any other proposals, client, consumer and customer lists, pricing and pricing strategies, sources of supply, sales and marketing strategies, business methods or practices, programs, hardware, software, and procedures, sources of finance, business partners, all non-public customer and consumer information Borrower Data and any other confidential and proprietary consumer or customer information.
- (cc) “Credit Fresh Facility” means that certain loan and security agreement, as amended, modified or restated from time to time, dated as of March 24th, 2021, between (i) Bastion Consumer Funding II LLC (in its capacity as agent for itself and the other Lenders, together with its successors and assigns, as defined therein, the "Agent"); (ii) the lenders who are party thereto from time to time (and together with their respective successors and assigns, the "Lenders"); (iii) Opus Trust I, a Delaware statutory trust ("Opus I"); (iv) Opus Trust II, a Delaware statutory trust

("Opus II" and together with Opus I, the "Debtors"); (v) Credit Fresh Holdings, Inc. ("CF Holdco"); and (vi) Propel (solely with respect to specific Sections of the Credit Fresh Facility).

- (dd) "Credit Underwriting Standards" means the minimum requirements, which may include ***, and/or other such considerations, that Bank uses to approve or deny an Application and to authorize establishing an Account, and make Account Advances thereunder, the current form of which is attached as Exhibit A and which may be amended from time to time in accordance with this Agreement.
- (ee) "Critical Complaint" means any of the following regarding or related to the Program: a consumer or other customer complaint to the Better Business Bureau, state attorney general's office, Consumer Financial Protection Bureau, or other Regulatory Authority; a consumer or other customer complaint alleging a specific violation of Applicable Law or discriminatory practice; a consumer or other customer complaint threatening credible and material legal action that may give rise to an action against Bank, Program Manager, any Approved Affiliate, or Third Party Service Provider; or, any oral consumer or other customer complaint escalated through Program Manager's Complaint Management policy in which the consumer or customer has expressed dissatisfaction with Program Manager or any Approved Affiliate's response to or proposed resolution of the complaint at the conclusion of Program Manager's or any Approved Affiliate's duties under the Complaint Management policy or in which the consumer or customer has indicated an intent to contact a Regulatory Authority; or a consumer or other customer complaint addressed to any member of Program Manager's or any Approved Affiliate's management team.
- (ff) "Daily Originations File" means the statement, in the form attached hereto as Exhibit B and prepared by Program Manager or its applicable Approved Affiliate each Business Day that contains: (i) as applicable, ***; (ii) as applicable, ***; (iii) ***; and (iv) such other information as shall be reasonably requested by Bank and mutually agreed to by the Parties.
- (gg) "Effective Date" shall have the meaning set forth in the introductory paragraph of this Agreement.
- (hh) "Finance Materials" shall have the meaning set forth in Section 7.
- (ii) "Force Majeure Event" shall have the meaning set forth in Section 36.
- (jj) "Funding Amount" means the aggregate amount, as listed on a Daily Originations File, of all Account Advances to be disbursed by Bank to (or on behalf of) Borrowers on each Funding Date with respect to the Accounts related thereto.
- (kk) "Funding Date" means the Business Day on which Bank will disburse Account Advances under an Account as listed on the Daily Originations File.
- (ll) "GAAP" means generally accepted accounting principles, applied on a consistent basis, as set forth in the standards issued by the Accounting Standards Board in Canada, and/or its successors and which are applicable in the circumstances as of the date in question to private enterprises. Accounting principles are applied on a

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“consistent basis” when the accounting principles applied in a current period are comparable in all material respects to those accounting principles applied in a preceding period.

- (mm) “***”
- (nn) “Indemnifiable Claim” shall have the meaning set forth in Section 17(c).
- (oo) “Indemnified Parties” shall have the meaning set forth in Section 17(c).
- (pp) “Initial Term” shall have the meaning set forth in Section 18(a).
- (qq) “Insolvent” means the failure of a Person to pay its debts in the ordinary course of business or the inability to pay its debts as they come due.
- (rr) “Interim Fees” shall have the meaning set forth in the Receivables Sale Agreement.
- (ss) “Losses” shall have the meaning set forth in Section 17(a).
- (tt) “Marketing Materials” shall have the meaning set forth in Section 5.
- (uu) “Minimum Tangible Net Worth” means the excess of total assets over total liabilities, in each case as determined in accordance with GAAP consistently applied, excluding, however, from the determination of total assets all assets which would be classified as intangible assets under GAAP including goodwill, licenses, patents, trademarks, trade names, copyrights, and franchises.
- (vv) “***” .
- (ww) “Non-Critical Complaint” means any customer complaint regarding or related to the Program that is not a Critical Complaint.
- (xx) “Open-End Account” means, an unsecured, revolving open-end line of credit account established by Bank for a Borrower pursuant to the Program and documented by an Account Agreement that has (among other terms and conditions each as set forth in the Account Agreement): (i) a credit limit of \$3,500; (ii) the billing cycle charges approved by Bank and incorporated in the federal Truth-in-Lending disclosure in the Account Agreement, as the same may be amended or modified from time to time in accordance with the terms and conditions of this Agreement.
- (yy) “Party” means, as applicable, either Program Manager or Bank, and “Parties” shall mean Program Manager and Bank.
- (zz) “Person” means, any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust or other entity or organization, or any government or political subdivision or any agency, department, or instrumentality thereof.
- (aaa) “Prime Rate” means, as of any date of determination, the Prime Rate published in *The Wall Street Journal*.

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- (bbb) “Program” means the credit program established in accordance with and subject to the terms and conditions of this Agreement for which: (i) Program Manager by and/or through its Approved Affiliates provide marketing and administrative services, on behalf of the Bank; (ii) Program Manager by and/or through its Approved Affiliates perform servicing of Accounts; and (iii) Bank underwrites, approves, and originates such Accounts and disburses Accounts Advances to Borrowers pursuant to this Agreement and the Program Guidelines.
- (ccc) “Program Administrator” shall have the meaning set forth in Section 13.
- (ddd) “Program Documents” means this Agreement, the Receivables Sale Agreement, the ***, the ***, and any other documents executed and delivered in connection therewith, each as amended, supplemented, or modified from time to time.
- (eee) “Program Guidelines” means the guidelines and policies under which Program Manager, on its own behalf and/or by and through Program Manager’s Approved Affiliates, will generally perform, on Bank’s behalf, the duties, responsibilities, and services set forth in this Agreement.
- (fff) “Program Manager” means Credit Fresh Admin, Inc., a Delaware corporation.
- (ggg) “Program Manager Indemnified Parties” shall have the meaning set forth in Section 17(a).
- (hhh) “Program Manager’s Proprietary Material” shall have the meaning set forth in Section 20.
- (iii) “Program Materials” means Finance Materials, Marketing Materials, and Servicing Materials.
- (jjj) “Program Start Date” means the date on which the Parties first agree that the Program Manager may, on Bank’s behalf, begin accepting Applications from consumers for Accounts, whether from Applicants in all States or initially in a limited number of States as agreed by the Parties which shall not be earlier than delivery of the ***.
- (kkk) “Program Threshold Limit” means the ***.
- (lll) “Proprietary Materials” shall have the meaning set forth in Section 20.
- (mmm) “Purchase Premium Fees” shall have the meaning set forth in the Receivables Sale Agreement.
- (nnn) “Purchaser” shall have the meaning set forth in the Receivables Sale Agreement.
- (ooo) “Receivable” shall have the meaning set forth in the Receivables Sale Agreement.
- (ppp) “Receivables Sale Agreement” means that certain Receivables Sale Agreement, dated as of April 2, 2021, by and between Bank, as seller thereunder, Credit Fresh

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Holdings, Inc., and Purchaser pursuant to which Bank agrees to sell and Purchaser agrees to purchase certain Receivables.

- (qqq) “Regulatory Authority” means any federal, state, or local regulatory agency or other governmental agency or authority having jurisdiction over a Party and, in the case of Bank shall include, but not be limited to, the Federal Deposit Insurance Corporation and the Department of Financial Institutions, State of Utah.
- (rrr) “Restricted Party” shall have the meaning set forth in Section 19(a).
- (sss) “Servicing Materials” shall have the meaning set forth in Section 8.
- (ttt) “States” means those states and jurisdictions in which the Program may be offered as listed on Exhibit F attached hereto (as may be amended from time to time in accordance with terms and conditions of this Agreement).
- (uuu) “Third Party Service Provider” means any contractor or service provider retained by Bank or Program Manager, other than an Approved Affiliate, or retained by any party directly or indirectly retained by Bank or Program Manager, other than an Approved Affiliate, who provides or renders services to Bank or Program Manager, as applicable, in connection with the Program or any time with respect to the Applications and/or Accounts.
- (vvv) “Trademark” means trademarks, service marks, trade dress, logos, trade names, internet domain names, corporate names, social and mobile media identifiers and other source indicators and proprietary designations and the goodwill associated therewith.
- (www) “Vendor Management Policy” means the policy governing Program Manager’s relationships with, and oversight concerning its Approved Affiliates, and Third Party Service Providers used by Program Manager and its Approved Affiliates in connection with the Program.

As used in this Agreement:

- (a) All references to the masculine gender shall include the feminine gender (and vice versa);
- (b) All references to “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation”;
- (c) the word “or” means both “and” and “or,” except where the context clearly indicates that the Parties intend “or” to designate alternatives only, including when the word “either” or similar words or phrases are used;
- (d) References to any law or regulation refer to that law or regulation as amended from time to time and include any successor law or regulation;
- (e) References to “dollars” or “\$” shall be to United States dollars unless otherwise specified herein;

- (f) Unless otherwise specified, all references to days, months or years shall be deemed to be preceded by the word “calendar”;
- (g) Unless otherwise specified, all references to “quarter” shall be deemed to mean calendar quarter; and
- (h) References to this Agreement or to any Schedule or Exhibit to this Agreement shall include any permitted amendments or modifications thereto.

2. General Description of Program, Appointment of Program Manager and Approved Affiliates as Bank Agent.

- (a) The Parties agree that, in accordance with the Program Guidelines, the Program generally shall involve: (i) Program Manager, by and/or through an Approved Affiliate or Third Party Service Provider, promoting, marketing, and offering the Program and Accounts, on behalf of Bank, to potential Applicants; (ii) Bank establishing the Program and the Credit Underwriting Standards, accepting Applications, establishing Accounts, and making Accounts Advances to Borrowers residing in the States; (iii) Program Manager, by and/or through an Approved Affiliate or Third Party Service Provider, being the system of record and the administrator to provide ongoing servicing functions, including processing Applications and servicing and collecting Accounts (and related Receivables) on behalf of Bank. The duties of the Parties in connection with the Program shall be as set forth in the terms of this Agreement.
- (b) Bank hereby appoints Program Manager as its agent and service provider, and Program Manager accepts such appointment, to discharge Bank’s duties and obligations in connection with the Program and with respect to each Application and Account, including: (i) the day to day administration in support of the Program; (ii) compliance with Applicable Law; (iii) applicable customer credit reporting, anti-money laundering and terrorist financing laws; (iv) management and supervision of Program Manager’s Third Party Service Providers; (v) management and supervision of Bank Third Party Service Providers to the Program (as listed on Exhibit H); and (vi) Account servicing and collection, each full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such appointment, including the power and authority to do or cause to be done any and all things that Program Manager may reasonably deem necessary or desirable in connection with the rendering of such duties and obligations hereunder. To the extent Program Manager delegates any of its duties and obligations under this Agreement to an Approved Affiliate, Bank appoints such Approved Affiliate as an agent for such purpose; provided, however, that such appointment shall not relieve Program Manager of any of its duties and obligations under this Agreement. This appointment as agent will expire automatically upon the termination of this Agreement.

3. Approved Affiliates

- (a) Right to Engage Approved Affiliates. Subject to the terms and conditions in this Agreement, Program Manager shall have the right to engage Approved Affiliates to perform Program Manager’s duties and obligations under this

Agreement on Bank's behalf, provided that Program Manager shall remain fully responsible for fulfilling all of its duties and obligations under this Agreement.

- (b) Approved Affiliates. Subject to the terms and conditions in this Agreement, Program Manager has engaged the Approved Affiliates set out in the table below to provide and perform certain duties and obligations of Program Manager under this Agreement, as further described in Appendices 1 to 3 hereunder.

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4. Notification requirements.

- (a) Prior to changing and/or replacing an Approved Affiliate named in Section 3(b) above to perform any of the duties and obligations of Program Manager, Program Manager shall provide Bank with:
 - i. written notice thereof identifying the Approved Affiliate to be changed and/or replaced and detailing the duties and obligations of Program Manager to be performed. Bank shall provide a response in writing, approving, rejecting, or making further inquiry regarding any change or replacement of an Approved Affiliate within fifteen (15) Business Days of receiving such notice; and
 - ii. a copy of the proposed contract to Bank between Program Manager and such Approved Affiliate.

5. Marketing of the Program and Accounts, States, Compensation.

- (a) At its own cost, Program Manager, directly or through its applicable Approved Affiliate, shall promote and otherwise market the Program and Accounts to potential Applicants. Program Manager may promote the Program and receive Applications, on behalf of Bank, through any marketing channel, form of media or media channel that has been approved by Bank, provided that Program Manager shall discontinue the use of any marketing channel, form of media or media channel if directed to do so by Bank for good cause in its reasonable discretion. Program Manager may promote the Program and accept applications, directly or through its applicable Approved Affiliate and Third Party Service Providers, that have been approved by Bank; provided, however that Program Manager must immediately terminate the use of any Third Party Service Providers if directed to do so by Bank for good cause, including without limitation any breach of (or other failure to comply with) Vendor Management Policy by any Third Party Service Providers. Bank agrees that Program Manager and its applicable Approved Affiliate may refer to Bank and the Program in any promotional, marketing, and solicitation materials, including marketing scripts (collectively, all such promotional, marketing, and solicitation materials referred to herein as "Marketing Materials"), upon the condition that any references, either directly or indirectly, to Bank and/or the Program in any such Marketing Materials must receive the prior written Approval of Bank, which Approval shall not be unreasonably withheld, conditioned, denied or delayed. Program Manager shall ensure that all Marketing Materials shall be true and accurate in all material respects and not deceptive or

misleading. Program Manager shall ensure that all Marketing Materials and all marketing and promotional activities and strategies, including through its applicable Approved Affiliate and any other distribution channels, including any Third Party Service Providers listed on Exhibit H, comply with Applicable Law. All Marketing Materials shall be the property of Program Manager, except with respect to any Proprietary Materials of Bank, which remain the property of Bank. Program Manager shall provide samples of final Marketing Materials on a periodic basis as reasonably requested by Bank and shall provide to Bank all updates and revisions to Marketing Materials prior to use for Bank's prior Approval, which Approval shall not be unreasonably withheld, conditioned, denied, or delayed. Bank may require a change in any Marketing Materials upon prompt written notice provided to Program Manager. For avoidance of doubt, Bank may expel, upon notice to Program Manager, any Third Party Service Provider from participation in the Program that Bank deems, in its reasonable discretion, to be unsuitable or harmful to Bank's reputation. The Vendor Management Policy may be changed only with the prior written consent of both Parties, which consent shall not be unreasonably withheld or delayed, or by written notice provided to Program Manager by Bank but without Program Manager's prior written consent to the extent that Bank is advised by legal counsel or a Regulatory Authority that such change is required by Applicable Law or necessitated by safety and soundness concerns.

- (b) Program Manager shall ensure that Approved Affiliates and all Third Party Service Providers comply with the Vendor Management Policy and the obligations set forth in this Agreement, including Applicable Laws, that directly or indirectly relate to Approved Affiliates and/or the Third Party Service Providers' participation in the Program. Program Manager agrees to be fully responsible for the acts and omissions of its Approved Affiliates and Third Party Service Providers, including its Approved Affiliates' and Third Party Service Providers' compliance with the terms of this Agreement and all Applicable Law. Program Manager agrees to perform reasonable due diligence and ongoing oversight of all Approved Affiliates and Third Party Service Providers consistent with Applicable Law and applicable Regulatory Authority guidelines, including periodic risk assessments and tracking of complaints, and Program Manager shall share the results of any such assessments of its Approved Affiliates and all Third Party Service Providers with Bank.
- (c) The Parties may agree not to market the Program in certain States for legal, regulatory, financial or for other good or sufficient business reasons, in compliance with Applicable Law.
- (d) Compensation.
 - (i) To Bank: In addition to the other fees and expenses agreed to by Program Manager in this Agreement, ***:
 - (A) ***
 - (B) ***
 - (C) ***

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(D) ***

(E) ***

(ii) To Program Manager: Commencing on the first day of the first calendar month following the Program Start Date and continuing during the Term of the Agreement, Bank shall pay Program Manager ***:

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(A) ***

(B) ***

(C) ***

6. Bank to Extend Credit.

- (a) Subject to the terms and conditions in this Agreement, from and after the Program Start Date and during the Term of this Agreement and any wind-down period, if applicable, Bank agrees to (i) offer Accounts to all Applicants who qualify for credit under the Credit Underwriting Standards, or as otherwise approved pursuant to Section 7 below, and who reside in the States; and (ii) to make Account Advances to Borrowers under the Account Agreement accepted by the related Applicants. All Accounts established by Bank under this Agreement shall be originated by Bank using the Program Manager's services described in this Agreement and all Account Advances shall be disbursed by Bank.
- (b) Program Manager acknowledges that approval of an Application, the offering an Account, and the disbursement of the related Account Advances creates a creditor-borrower relationship between Bank and the Borrower, and not between Program Manager and the Borrower, which involves, among other things, the origination of an Account, the extension of credit, the disbursement of Account Advances, and the collection of payments from Borrowers. Nothing in this Agreement shall authorize or require Program Manager to extend credit to an Applicant and nothing herein shall obligate Bank to extend credit to an Applicant if Bank determines, in its reasonable judgment, that doing so would be an unsafe or unsound banking practice. Bank, in its sole discretion, may deny any Application in good faith and in accordance with Applicable Laws; provided, however, that Bank promptly notify Program Manager of any Applicants for whom Bank denies an Application.
- (c) As service provider for Bank, Program Manager, directly or through its applicable Approved Affiliate shall perform its duties and obligations, including processing, in a timely manner, Applications from Applicants who desire to establish Accounts and obtain Account Advances from Bank (including retrieving credit reports on behalf of Bank) to determine whether or not the Applicants meet the eligibility criteria set forth in the Credit Underwriting Standards. Program Manager shall provide connectivity to its systems such that Bank may review (solely in read-only mode) Applications for the Program for which the customer did not meet the Credit Underwriting Standards. As agent for Bank, Program Manager, directly or through its applicable Approved Affiliate, shall respond to all inquiries from Applicants regarding the application process.

7. Finance Materials and Credit Underwriting Standards.

Prior to the Program Start Date, Program Manager shall submit to Bank, for its Approval, not to be unreasonably withheld, conditioned, delayed or denied, the following documents (which may include documents listed as Exhibits hereto) (“Finance Materials”) that will be used by Bank with respect to the Accounts: (i) description of the Program and the terms and conditions of the Accounts, including fees; (ii) the Credit Underwriting Standards; (iii) form(s) of electronic and paper Applications (including required data fields, disclosures and, as applicable, electronic signature consent forms); (iv) form(s) of Account Agreement; (v) form of Daily Originations File; (vi) forms of other applicable consumer finance disclosures, including privacy policy and privacy notices, required by Applicable Law with respect to the Applications and/or the Accounts; and (vii) any other documents that in the reasonable judgment of either Party are necessary to make or evidence an Account and the disbursement of the related Account Advances. The Parties agree to work together in good faith to incorporate into the Program potential credit improvement elements, which may include some or all of the following: underwriting standards (such as ability to repay), consumer financial education, customer advancement opportunities (such as “turn-up”, rate reduction, and refinancing programs), and risk based pricing. The Finance Materials may be changed only with the prior written consent of both Parties, which consent shall not to be unreasonably withheld, conditioned, delayed or denied; provided, however, Bank may change the Finance Materials upon written notice given to Program Manager, as promptly as practicable, but without Program Manager’s prior written consent, to the extent that Bank is advised by legal counsel or a Regulatory Authority that such change is required by Applicable Law or necessitated by safety and soundness concerns. The Parties shall use the same process and procedures to prepare and approve Finance Materials for products added to the Program after the Program Start Date. Notwithstanding anything to the contrary in this Agreement, no change may be made to the Credit Underwriting Standards unless each such change has been approved by Bank’s board of directors or its designee, in its sole discretion. The Parties acknowledge that each Account Agreement and all other documents referring to the creditor for the Program shall identify the Bank as the creditor under the Account. Program Manager shall ensure that the Finance Materials comply with Applicable Law. Except with respect to the Finance Materials, the Marketing Materials, or as otherwise expressly permitted in this Agreement, Program Manager shall not refer to Bank or its participation in the Program without the express written consent of Bank.

8. Application Processing, Origination Assistance, Servicing and Collections, Third Party Service Provider Compliance.

- (a) As service provider for Bank, Program Manager, directly or through its applicable Approved Affiliate, shall process, in a timely manner, Applications from Applicants who desire to apply for Accounts and obtain Account Advances from Bank (including retrieving credit reports on behalf of Bank) to determine whether or not the Applicants meet the eligibility criteria set forth in the Credit Underwriting Standards. Program Manager, directly or through its applicable Approved Affiliate, will only refer Applications to Bank for Applicants that have had their identities verified in accordance with the CIP Program and anti-money laundering criteria (collectively, the “Bank Secrecy Act Policy”), which shall be in a form agreed to by Program Manager and Bank. The Bank Secrecy Act Policy may be changed only with the prior written consent of both Parties, which consent shall not be unreasonably withheld or delayed; provided, however, that Bank may change the Bank Secrecy Act Policy upon written notice provided to Program Manager but without Program Manager’s prior written consent, to the extent that

Bank determines that such change is required by Applicable Laws or necessitated by safety and soundness concerns; provided, further, that Bank shall, to the extent reasonably practicable and permissible under Applicable Laws and safety and soundness concerns, provide at least thirty (30) days' prior notice of such change. Program Manager shall provide Bank connectivity to Program Manager's systems to enable Bank to have sufficient but limited access to the Program Manager and any Approved Affiliate servicing system (solely in read-only mode) for the purpose of reviewing only those Applications processed by Program Manager or its applicable Approved Affiliate on behalf of Bank, including those Applications for which the customer does not meet the eligibility criteria in the Credit Underwriting Standards. Program Manager and Bank shall negotiate in good faith to agree prior to the Program Start Date on an expedited and efficient method, including any related reporting procedures, for Bank to approve Applications determined by the Program Manager, directly or through its applicable Approved Affiliate, to meet the Credit Underwriting Standards and to approve or reject exceptions or ambiguities identified by the Program Manager, applicable Approved Affiliate or Bank in specified Applications. As agent for Bank, Program Manager, directly or through its applicable Approved Affiliate, shall respond to all inquiries from Applicants regarding the application process. The Parties shall agree on mutually acceptable procedures with respect to Program Manager providing: (i) adverse action notices to Applicants with regard to Applications that do not meet Credit Underwriting Standards criteria or are otherwise denied by Bank; and (ii) Account Agreements to Applicants with regard to Applications that are approved by Bank. On Bank's behalf, and pursuant to procedures mutually agreed to by the Parties, Program Manager shall provide the foregoing services and deliver Applications, other Finance Materials (including adverse action notices), and any other customer communications all at its own cost. Program Manager shall have no discretion to override the Credit Underwriting Standards with respect to any Applications.

- (b) On behalf of Bank, Program Manager, directly or through its applicable Approved Affiliate, shall service and administer the Accounts for as long as Bank owns the Accounts. Such servicing shall include, as applicable or required, preparation and delivering of statements, undertaking collections, providing customer service, crediting Accounts in respect of adjustments, resolving customer disputes, and providing such other services as are ordinary and customary for a servicer of Accounts. Program Manager shall service and administer each Account in accordance with Accepted Servicing Practices for the benefit of Bank and any subsequent owner and holder of the related Receivables, and Program Manager shall have full power and authority, acting alone or through its designee, to do any and all things in connection with such servicing and administration as limited by Accepted Servicing Practices. Program Manager agrees and acknowledges that any Collections received or collected directly by Program Manager or its applicable Approved Affiliate shall be held in trust for Bank and shall be delivered promptly to Bank. All materials, documents, communication forms and templates, policies, and procedures that are used by Program Manager, directly or through its applicable Approved Affiliate, to service and administer the Accounts ("Servicing Materials") shall be subject to the review and Approval of Bank. The Servicing Materials may be changed by Program Manager, subject to the review and Approval of Bank; provided, however, that Bank may change the Servicing Materials upon written notice provided to Program Manager but without Program

Manager's prior written consent, to the extent that Bank determines that such change is required by Applicable Law or necessitated by safety and soundness concerns. Program Manager shall ensure that the Servicing Materials comply at all times with Applicable Law. Program Manager shall provide Bank, upon Bank's request, with connectivity to a limited portion of its systems to enable real-time access (solely in read-only mode) only to the information pertaining to the Accounts. The costs and expenses associated with pulling credit bureau reports, any ACH charges and/or any Federal Reserve Bank, and all servicing costs shall be the responsibility of Program Manager.

- (c) Program Manager shall hold and maintain, as custodian for Bank, all documents of Bank pertaining to the Accounts. At Bank's request, Program Manager shall provide Bank with immediate access to the originals or copies of such documents in accordance with Bank's request, and the obligation set forth in this sentence shall survive the expiration or termination of this Agreement, for a period equal to the time that Bank is required by Applicable Law to retain or have access to such documents.
- (d) Program Manager shall ensure that all Approved Affiliates and Third Party Service Providers listed in Exhibit H comply with the obligations set forth in this Agreement, including Applicable Laws, that directly or indirectly relate to its Approved Affiliates and Third Party Service Providers' participation in the Program.

9. Bank Funding of Account Advances.

- (a) ***
- (b) ***
- (c) The obligation of Bank to disburse the Funding Amount, as provided in this Section 9, is subject to the satisfaction of the following conditions precedent immediately prior to each disbursement of Account Advances by Bank: (i) the representations and warranties of Program Manager and Purchaser set forth in the Program Documents shall be true and correct in all material respects at the time of or prior to each such disbursement by Bank as though made as of the time Bank disburses such amount; and (ii) the obligations of Program Manager and Purchaser set forth in the Program Documents to be performed prior to each such disbursement by Bank shall have been performed prior to each such disbursement.
- (d) If Program Manager, as servicer for Bank, agrees to cancel a disbursement of an Account Advance and refund interest and fees to Borrower at the request of a Borrower, Program Manager shall ensure that the original principal amount of the Account Advance is promptly returned to Bank.

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10. Program Threshold Limit.

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11. Privacy Notices, Information Security, Compliance.

- (a) Privacy. Program Manager, directly or through an Approved Affiliate, on behalf of Bank, shall be responsible for providing to Applicants and Borrowers the Bank's privacy policy notices in the form supplied by Bank without modification. In connection with the Program, Program Manager shall be responsible for maintaining an information security program that is designed, after consulting with and subject to the Approval of Bank, to: (i) ensure the security and confidentiality of Borrower Data held by Program Manager or on behalf of Program Manager and/or Bank; (ii) protect against any anticipated and emergent threats or hazards to security or integrity of such information held by Program Manager or on behalf of Program Manager and/or Bank; (iii) protect against unauthorized access to or use of such information held by Program Manager or on behalf of Program Manager and/or Bank that could result in substantial harm or inconvenience to any Applicant or Borrower; and (iv) ensure the proper disposal of Borrower Data held by Program Manager or on behalf of Program Manager and/or Bank. The information security program shall address information held directly by Program Manager, as well as information held or accessibly by its Approved Affiliates and any Third Party Service Providers. Program Manager shall also maintain disaster recovery and business continuity programs and policies that are: (i) at the least consistent with industry standards for the consumer lending industry; (ii) in compliance with all Applicable Laws; and (iii) subject to the Approval of Bank.
- (b) Information Security. Program Manager shall cooperate with, participate in, and bear the costs and expenses of an annual third-party information technology risk assessment consistent with banking industry practices by participating in the Bank's annual security assessments conducted internally or by a third-party, the first of which shall occur in the calendar year following the Program Start Date. The assessment shall include and discuss material matters related to the information security program and such other matters as may be requested by Bank from time to time in its reasonable discretion, and shall address issues such as risk assessment, risk management and control decisions, service provider arrangements, results of testing, security breaches or violations and management's responses, and recommendations for changes. The assessment shall be conducted by a third-party audit firm that is selected and engaged by, and reports to, Bank and acceptable to Program Manager, which acceptance shall not be unreasonably withheld, conditioned or delayed. The scope of each audit under the assessment shall be determined by Bank and Bank shall receive all draft and final reports from the audit firm and shall be included in any meetings or correspondence related to the audit. The auditor shall deliver the final audit report to Bank, and Bank shall provide a copy of the report to Program Manager; provided, however, that Program Manager agrees that it may not share the report of the assessment with any other Person other than Affiliates, attorneys, accountants or other professional consultants without the consent of Bank. Program Manager shall bear the expenses of such assessment, such assessment not to exceed ***. Program Manager shall promptly take action to correct any errors, deficiencies, or recommendations identified in any report or audit, and shall develop, with the Approval of Bank, a schedule for the correction of such errors and deficiencies and implementation of such recommendations.
- (c) Compliance Management System Review. In addition, within six (6) months of the Program Start Date, or as otherwise identified by Bank, and once every year

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thereafter, within sixty (60) days of each anniversary date of the initial third-party review, Program Manager shall have completed, at Program Manager's expense, such expense not to exceed ***, an independent third-party review concerning Program Manager's compliance with Applicable Law related to the Program and Program Manager's compliance obligations under this Agreement, which review shall be subject to prior Approval by the Bank of both the third party conducting the review and the scope of review. Such review shall include but not necessarily be limited to: (i) transactional testing; (ii) risk assessment; (iii) a review of the Program's compliance with applicable consumer finance regulations such as the Fair Credit Reporting Act, the Fair and Accurate Credit Transactions Act (FACTA), the Bank Secrecy Act, the USA PATRIOT Act of 2001, the Gramm-Leach-Bliley Act, the Equal Credit Opportunity Act, the Fair Debt Collection Practices Act, the Servicemembers Civil Relief Act, the Truth-in-Lending Act, UDAAP, the Military Lending Act, Regulation Z; and (iv) a comprehensive review of Program Manager's Compliance Management System. Upon completion of said review, Program Manager shall provide the Bank a copy of the third party's report and address any violations of the foregoing as well as management responses and recommendations for changes; provided, however, that Program Manager agrees that it may not share the report with any other Person without the consent of Bank; provided, however, that Program Manager may share the report with its Affiliate(s) and parent company's board of directors, and Program Manager's accountants, attorneys and other professional consultants. Program Manager agrees to address any violations or recommendations promptly.

- (d) Supplemental Review. At the reasonable request of Bank, Program Manager shall also engage at Program Manager's expense, an independent third party for the purposes of reviewing or validating actions taken in response to specific compliance issues or customer remediation related to the Program. Both the independent third party and scope of review shall be subject to the prior Approval of Bank, not to be unreasonably withheld, delayed, conditioned, or denied. Upon completion of said review, Program Manager shall provide to Bank a copy of the third party's report and promptly address any additional violations or recommendations; provided, however, that Program Manager agrees that it may not share the report with any other Person without the consent of Bank; provided, however, that Program Manager may share the report with its Affiliate(s) and parent company's board of directors, and Program Manager's accountants, attorneys and other professional consultants. Program Manager agrees to address any violations or recommendations promptly.
- (e) Compliance Policies. Program Manager agrees to maintain all Compliance Policies and ensure that such Compliance Policies comply in all respects with Applicable Laws. Program Manager shall review and, as necessary, update the Compliance Policies on at least an annual basis. All Compliance Policies shall be provided to Bank and Bank shall have the right to make changes to these policies to comply with any changes in Applicable Law, requests of a Regulatory Authority or reasonable requests to comply with best practices and changes will be made as mutually agreed upon by the Parties.
- (f) Monitoring and Testing. Program Manager shall conduct regular transaction and compliance testing of the Program based on a schedule and methodology that is subject to Bank's Approval, which testing shall occur on a basis that is no less

frequent than monthly; provided, however, upon Program Manager's request, Bank may, in its sole discretion and after consideration of prior testing results, agree to future testing on a quarterly basis. Reports of this testing shall be provided to Bank periodically on a schedule determined by Bank; provided, however, that Program Manager agrees that it may not share such reports with any other Person without the consent of Bank other than to accountants, attorneys or other professional consultants of Program Manager.

- (g) Risk Assessment. Program Manager shall conduct an annual risk assessment of the Program, which shall be used, in part, to determine the appropriate level of testing of the Program. This risk assessment shall consider inherent risk, strength of controls and residual risk in areas concerning operations, regulatory compliance, and Third Party Service Providers.
- (h) Training. Program Manager at its own expense, shall complete necessary regulatory compliance training for all employees, Affiliates or agents performing services under this Agreement, as applicable, and on a schedule approved by Bank. Training shall include, but not be limited to training that addresses the areas covered by the Program Manager's Compliance Policies. Program Manager agrees to use a recognized regulatory compliance platform or have Bank's prior express Approval of training material. Program Manager also agrees to provide Bank with training reports, on no less than a quarterly basis, which sets forth what training is being conducted, who is subject to such training and a confirmation of which persons have completed the training. Program Manager further agrees that it will determine whether any Third Party Service Providers who are performing material services for the Program Manager that involve interacting with customers or handling customers' confidential information, or whose compliance with laws concerning privacy, data protection or customer protection must, pursuant to Applicable Law, be subject to the supervision of Bank or Program Manager as agent of Bank, have adequate regulatory compliance training programs in place. If Program Manager and/or Bank determines, in its reasonable judgment, that the regulatory compliance training programs of any Third Party Service Providers are not adequate, Program Manager shall provide regulatory compliance training to any such Third Party Service Providers.
- (i) Internal Controls. ***
- (j) Reporting. ***
- (k) OFAC. Program Manager or its applicable Approved Affiliate shall compare the names of all Persons applying for an Account and/or receiving Account Advances to the current list of Specially Designated Nationals and Blocked Persons (the "List") as published by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"). Additionally, Program Manager or its applicable Approved Affiliate shall compare the names of all existing Borrowers on Accounts to the List on a monthly basis. Should any names of Borrowers or Applicants match any names on the List, Program Manager shall alert Bank and follow the Compliance Policies to determine if the name match is a valid name match.

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- (l) CIP Program. Program Manager represents that its customer identification policy and procedures (the “CIP Program”) to be used by Program Manager as Bank’s servicer hereunder are compliant in all material respects with the USA PATRIOT Act of 2001 and the Bank Secrecy Act, and Program Manager through its applicable Approved Affiliate shall utilize the CIP Program to verify the identity of each Person for whom Bank establishes an Account. In conjunction with the CIP Program, Program Manager will implement a system to monitor, identify and report to Bank, at a minimum, any suspicious activity that meets the thresholds for submitting a Suspicious Activity Report (SAR).
- (m) FinCEN Requests. Program Manager, directly or through its Approved Affiliate, upon request from Bank, shall perform/facilitate necessary record searches in order to comply with FinCEN’s Section 314 (a) Requests, which may include the following: (i) compare the names, addresses, and social security numbers on such government list provided by Bank with the names, addresses, and social security numbers of Borrowers for all Accounts and/or Receivables purchased from Bank within the prior twelve (12) months; and (ii) within five (5) Business Days of receipt of such an information request, deliver to Bank a certification of completion of such a records search, which shall indicate whether Program Manager located a name, address, or social security number match and, if so, provide for any such match: the name of the Borrower, the account number identifying the Borrower’s Account, and the Borrower’s social security number, date of birth, address, or other similar identifying information provided by the Borrower. Program Manager shall take all necessary steps to ensure that it appropriately safeguards the information contained in the Section 314(a) Request as Confidential Information. Program Manager shall use such Confidential Information only in connection with the performance of the Section 314(a) Request.
- (n) Red Flags. Program Manager shall (i) develop and maintain policies and procedures (“Red Flags Policy”) to (1) detect relevant red flags that may arise in the performance of Program Manager’s obligations, (2) take appropriate steps to address such red flags and to prevent and mitigate the effect of identity theft, (3) report to Bank on such policies and procedures on a regular basis, and (4) otherwise assist Bank in complying with the provisions of § 605A of the Fair Credit Reporting Act, 15 U.S.C. § 1681c-1, and applicable implementing regulations; (ii) identify a program administrator responsible for the Red Flags Policy; (iii) conduct annual training regarding the Red Flags Policy; and (iv) provide a written report regarding the Red Flags Policy no less frequently than annually, by the date designated by the Bank, which report shall (1) address material matters related to the program, (2) evaluate issues such as the effectiveness of the Red Flags Policy in addressing the risk of identity theft in connection with the opening of covered accounts and with respect to existing covered accounts, (3) identify service provider arrangements, (4) identify significant incidents involving identity theft and management’s response, and (5) provide recommendations for material changes to the Red Flags Policy.

12. Bank Controls and Monitoring

- (a) Bank shall have implemented or shall implement such controls as Bank deems reasonably necessary to adequately control, monitor and supervise the operation

of Bank's obligations under the Program, including the funding of each Account Advance (the "Bank Controls").

- (b) Bank shall manage the Program in good faith, employing at least the same degree of care, skill, and attention that Bank devotes to the management of its other programs that are similar to the Program.
- (c) The Parties acknowledge and agree that the failure of the Bank to fulfill any of its obligations under this Section 12 shall not be a breach (or deemed a breach) of this Agreement by Bank or otherwise create any liability of Bank to Program Manager, including, without limitation, that Bank shall not be liable to Program Manager for any loss, damage or expense of any kind or nature caused, directly or indirectly, by Bank's failure to fulfill any of its obligations under this Section 12, other than with respect to Bank's gross negligence or willful misconduct. Program Manager's sole and exclusive remedy under this Agreement and/or by law for Bank's failure to fulfill any of its obligations under this Section 12 shall be Program Manager's right to terminate this Agreement without penalty after providing written notice thereof to Bank specifying the nature of such failure and Bank's failure to cure such failure within thirty (30) days of Bank's receipt of such notice or as allowed under the indemnification provisions hereunder.

13. Program Administrator.

Program Manager and Bank shall each designate a principal contact, who has relevant experience in the operation of a consumer purpose finance program comparable to the Program, (a "Program Administrator") to facilitate day-to-day operations of the Program and to discuss any day-to-day operational issues that may arise. Each Party may substitute an alternate principal contact from time to time in its discretion. If the Program Administrators are unable to resolve any day-to-day operational issues that arise, then the issue will be referred to the executive officers of the Parties who will work together in good faith to resolution. For the avoidance of doubt, the Program Administrators shall not have the authority to undertake any changes to the Program or alter the Parties' duties, obligations, rights, or remedies under this Agreement that would constitute or be deemed to constitute a modification of and/or amendment to this Agreement.

14. Borrower Disputes.

With respect to any period during which Bank owns or holds any interest in an Account, Program Manager shall ensure that:

- (a) all refunds or adjustments under an Account, including any disputes initiated through its applicable Approved Affiliate or a Third Party Service Provider, shall be disbursed or debited for the benefit of Bank or, as applicable, any subsequent owner and holder of the related Receivables, at the time of the refund or adjustment within three (3) Business Days after the refund or adjustment is made.
- (b) all adjustments and/or credits agreed upon by the Program Manager for resolving a Borrower dispute under an Account shall promptly be communicated to Bank. Program Manager, at its sole cost and expense, shall be responsible for providing and administering the financial settlement of all refunds, adjustments, charge-backs, and other disputes.

15. Representations, Warranties, and Covenants.

- (a) Bank hereby represents and warrants to Program Manager as of the Effective Date, Program Start Date and each Funding Date that:
- (i) Bank is an FDIC-insured state-chartered Utah industrial bank that has the authority to accept insured deposits from affiliated and non-affiliated Persons, and is a FDIC-insured state-chartered depository institution for the purposes of section 521 of the Depository Institutions Deregulation and Monetary Control Act of 1980, 12 U.S.C. § 1831 (d), and has the full power and authority to make the extensions of credit in all States, and is duly organized, and validly existing under the laws of Utah and has full corporate power and authority to execute, deliver and perform its obligations under this Agreement; the execution, delivery and performance of this Agreement have been duly authorized, and are not in conflict with and do not violate the terms of the charter or by-laws of Bank and will not result in a breach of or constitute a default under, or require any consent under, any indenture, loan or agreement to which Bank is a party;
 - (ii) All approvals, authorizations, consents, and other actions by, notices to, and filings with, any Person or Regulatory Authority that may be required in connection with the execution, delivery, and performance of this Agreement by Bank, have been obtained (other than those required to be made to or received from Borrowers and Applicants);
 - (iii) This Agreement constitutes a legal, valid, and binding obligation of Bank, enforceable against Bank in accordance with its terms, except (i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, receivership, conservatorship or other similar laws now or hereafter in effect, including the rights and obligations of receivers and conservators under 12 U.S.C. §§ 1821(d) and (e), which may affect the enforcement of creditors rights in general; and (ii) as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity);
 - (iv) There are no proceedings or investigations pending or, to the knowledge of Bank, after due inquiry, threatened against Bank (i) asserting the invalidity of this Agreement; (ii) seeking to prevent the consummation of any of the transactions contemplated pursuant to this Agreement; (iii) seeking any determination or ruling that, in the reasonable judgment of Bank, would materially and adversely affect the performance by Bank of its obligations under this Agreement; (iv) seeking any determination or ruling that would materially and adversely affect the validity or enforceability of this Agreement; or (v) would have a materially adverse financial effect on Bank or its operations if resolved adversely to it.
 - (v) Bank is well-capitalized according to capital adequacy standards of the FDIC and is not Insolvent; and

- (vi) The performance of its obligations under this Agreement by Bank does not violate Applicable Law; provided, however, that Bank makes no representation or warranty regarding compliance with Applicable Law relating to consumer protection, consumer lending, usury, loan collections, anti-money-laundering, privacy, or any duties and/or obligations of Program Manager (or any Person acting on behalf of Program manager) performed or to be performed by Program Manager on its own behalf or on behalf of Bank.
- (b) Program Manager hereby represents and warrants, and covenants to Bank as of the Effective Date, the Program Start Date, and on each Funding Date that:
 - (i) Program Manager is a corporation, duly organized and validly existing in good standing under the laws of the State of Delaware, and Program Manager has full power and authority to execute, deliver, and perform its obligations under this Agreement; the execution, delivery, and performance of this Agreement have been duly authorized, and are not in conflict with and do not violate the terms of the organizational documents of Program Manager and will not result in a breach of or constitute a default under or require any consent under any indenture, loan, or agreement to which Program Manager is a party;
 - (ii) All approvals, authorizations, licenses, registrations, consents, and other actions by, notices to, and filings with any Person required to be obtained for the execution, delivery, and performance of this Agreement by Program Manager have been or will be obtained prior to the Program Start Date;
 - (iii) This Agreement constitutes a legal, valid, and binding obligation of Program Manager, enforceable against Program Manager in accordance with its terms, except (i) as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws now or hereafter in effect, which may affect the enforcement of creditors' rights in general; and (ii) as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity);
 - (iv) There are no proceedings or investigations pending or, to the knowledge of Program Manager, threatened against Program Manager: (A) asserting the invalidity of this Agreement; (B) seeking to prevent the consummation of any of the transactions contemplated pursuant to this Agreement; (C) seeking any determination or ruling that, in the reasonable judgment of Program Manager, would materially and adversely affect the performance by Program Manager of its obligations under this Agreement; (D) seeking any determination or ruling that would materially and adversely affect the validity or enforceability of this Agreement; or (E) would have a materially adverse financial effect on Program Manager or its operations if resolved adversely to it;
 - (v) Program Manager is not Insolvent;

- (vi) The execution, delivery and performance of this Agreement by Program Manager, the Finance Materials (except to the extent modified by Bank without the prior written consent of Program Manager), the Marketing Materials and marketing and promotional activities, and the Servicing Materials and servicing activities, do not violate Applicable Law; and
 - (vii) Program Manager's contracts with all Third Party Service Providers contain commensurate warranties, representations and terms and conditions to establish controls necessary to meet the Program Manager's duties, obligations, and requirements in this Agreement.
- (c) Program Manager hereby represents, warrants, and covenants to Bank as of each Funding Date that:
- (i) For each related Account: (A) all information provided by an Applicant in the related Application is true and correct to the best of Program Manager's knowledge; (B) all required disclosures to Applicants and Borrowers have been delivered in compliance with Applicable Law; (C) assuming the due authorization, execution and delivery thereof by each Borrower, the Account Agreement and any other Account related documents are genuine and legally binding and enforceable, conform to the requirements of the Program and were prepared in conformity with the Compliance Policies and Applicable Law, with all required disclosures to Borrowers delivered in compliance with Applicable Law; (D) neither Program Manager nor anyone performing obligations for Program Manager has done anything that would impair the Bank's ability or authority to sell the Account and/or related Receivables; and (E) neither Program Manager nor anyone performing obligations for Program Manager has done anything that would impair Bank's sole ownership of the Account and/or related Receivables;
 - (ii) For each Account: (A) the Program Manager's services, including those performed by anyone on Program Manager's behalf, with respect to such Account were performed in compliance with the Credit Underwriting Standards; (B) Program Manager used the form of Application (as amended from time to time in accordance with Section 7); and (C) such Account is evidenced by an Account Agreement that is in the form approved in accordance with Section 7;
 - (iii) Each Borrower listed on a Daily Originations File is eligible for an Account and related Account Advances under the Credit Underwriting Standards; or has otherwise been approved for an Account by the Bank;
 - (iv) The information on each Daily Originations File is true and correct in all respects; and
 - (v) Program Manager is in compliance with all material obligations and agreements under the Program Documents, including compliance with the Compliance Policies and all obligations under Section 11 of this Agreement.

(d) Financial Covenants.

(i) At all times during the Term of this Agreement, Program Manager shall cause:

(A) ***;

(B) ***;

(C) ***;

(D) ***

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(ii) At all times during the Term of this Agreement, Propel shall:

(A) ***

(B) ***

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16. Other Relationships with Borrowers.

With respect to the promotion and sale and delivery of products or services outside of the scope of this Agreement, subject to Applicable Law and compliance with the Program privacy policy and notices, Program Manager shall have the right, at its own expense, to solicit Applicants and Borrowers for any products or services from Program Manager and parties other than Bank, subject to Bank's prior Approval, which shall not be unreasonably withheld, delayed or conditioned, but not in the name of Bank, by any means and using Program Manager materials, including through inserts to billing statements on Accounts (whether in paper or electronic form) and through messages on such statements and to retain any related fees or revenue associated therewith; provided, however, that Bank shall have appropriate space on the Account billing statement and in the statement envelope to provide information on matters required by Applicable Law. Bank shall use all information relating to Applicants and Borrowers for the exclusive purpose of fulfilling its obligations under this Agreement or as required by Applicable Law or Regulatory Authority. Notwithstanding the foregoing, on a case-by-case basis, upon the prior written approval of Program Manager and to the extent of such approval, Bank may solicit Applicants or Borrowers for products or services. Notwithstanding the foregoing, Bank or agents of Bank shall not be precluded from soliciting the general public for the sale of any products or services by media, including but not limited to newspaper, radio, television, which are not specifically directed toward Borrowers.

17. Indemnification.

(a) Indemnification by Bank. ***

(b) Indemnification by Program Manager. ***

(c) Program Manager Indemnified Parties and the Bank Indemnified Parties are sometimes referred to herein as the "Indemnified Parties," and Program Manager

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or Bank, as an indemnitor hereunder, is sometimes referred to herein as the “Indemnifying Party.”

- (d) Any Indemnified Party seeking indemnification hereunder shall promptly notify the Indemnifying Party, in writing, of any notice of the assertion by any third party of any claim or of the commencement by any third party of any legal or regulatory proceeding, arbitration or action, or if the Indemnified Party determines the assertion of any such claim or the commencement by any third party of any such legal or regulatory proceeding, arbitration or action is reasonably likely, whether or not the same shall have been asserted or initiated, in any case with respect to which the Indemnifying Party is or may be obligated to provide indemnification (an “Indemnifiable Claim”) specifying in reasonable detail the nature of the claim, and if known, the amount, or an estimate of the amount, of the Losses, provided, that failure to promptly give such notice shall only limit the liability of the Indemnifying Party to the extent of the actual prejudice, if any, suffered by such Indemnifying Party as a result of such failure. The Indemnified Party shall provide to the Indemnifying Party as promptly as practicable thereafter information and documentation reasonably requested by the Indemnifying Party to defend against the Indemnifiable Claim.
- (e) The Indemnifying Party shall have twenty (20) days after receipt of any notification of an Indemnifiable Claim (a “Claim Notice”) to undertake, conduct and control, through counsel of its own choosing, and its own expense, the settlement or defense thereof, and the Indemnified Party shall cooperate with the Indemnifying Party in connection therewith if such cooperation is so requested and the request is reasonable. If the Indemnifying Party assumes responsibility for the settlement or defense of any such claim, (i) the Indemnifying Party shall permit the Indemnified Party to participate in such settlement or defense through counsel chosen by the Indemnified Party; provided that the fees and expenses of the Indemnified Party’s counsel shall not be borne by the Indemnifying Party; and (ii) the Indemnifying Party may, upon prior written notice to and consultation with, the Indemnified Party, compromise or enter into a settlement agreement (reasonably acceptable to the Indemnified Party) that involves solely the payment of money by the Indemnifying Party, if such settlement includes a complete, unconditional, irrevocable release of the Indemnified Party; provided, however, if the Indemnifying Party requests the Indemnified Party to accept a financial settlement or financial compromise offered by the Person asserting the Indemnifiable Claim as the primary aspect of any such settlement with respect to any Indemnifiable Claim (assuming that no part of the settlement or compromise involves a material change in the Indemnified Party’s methods of doing business or otherwise materially restricts any of its respective future conduct or includes an admission of criminal culpability) and the Indemnified Party withholds its consent thereto, the obligation of the Indemnifying Party to the Indemnified Party under this Section 17 with respect to such Indemnifiable Claim shall not thereafter exceed the aggregate amount that the Indemnifying Party would have paid hereunder in connection with such settlement or compromise (including reimbursable expenses to the date thereof).
- (f) Notwithstanding the foregoing, the Indemnifying Party shall not have the right to control the defense of any such Indemnifiable Claim if: (i) the Indemnifying Party fails to assume the defense of such Indemnifiable Claim or acknowledge in writing

that it will assume the defense of such Indemnifiable Claim within twenty (20) days of receipt of the applicable Claim Notice or thereafter fails to contest such Indemnifiable Claim; (ii) the Indemnified Party reasonably determines (at any time while the Indemnifiable Claim is pending) based upon advice of counsel that there are issues which could raise possible conflicts of interest between the Indemnifying Party and the Indemnified Party or that the Indemnified Party has claims or defenses that are separate from or in addition to the claim or defenses of the Indemnifying Party; (iii) such Indemnifiable Claims seeks an injunction, cease and desist order, or other equitable relief against the Indemnified Party that could reasonably be expected to materially adversely affect the ongoing business of the Indemnified Party, other than the Program; or (iv) such Indemnifiable Claim arises out of or is related to any investigation or proceeding of a Regulatory Authority having jurisdiction over the Indemnified Party. In each such case described in clauses (i) – (iv) above, the Indemnified Party shall have the right to control the defense of the Indemnifiable Claim and retain its own counsel, which counsel shall be subject to approval by the Indemnifying Party, such approval not to be unreasonably withheld, conditioned, delayed or denied, and the Indemnifying Party shall pay the reasonable cost of such defense, including reasonable attorneys' fees and expenses of one law firm, and shall be entitled to participate in the defense of such claim, on a non-controlling basis, at its expense with counsel of its own choosing. In such event, the Indemnified Party may, upon the prior written consent of the Indemnifying Party, not to be unreasonably withheld, conditioned, delayed or denied, compromise or enter into a settlement agreement. No action taken by the Indemnified Party pursuant to this paragraph (f) shall deprive the Indemnified Party of its rights to indemnification pursuant to this Section 17.

- (g) After (i) any final judgment or award shall have been rendered by a governmental authority and the time in which to appeal therefrom has expired; (ii) a settlement shall have been consummated; or (iii) the Indemnified Party and the Indemnifying Party shall arrive at a mutually binding agreement with respect to any matter for which the Indemnified Party seeks indemnification from the Indemnifying Party hereunder, the Indemnified Party shall forward to the Indemnifying Party notice of any sums due and owing by it with respect to such matter and the Indemnifying Party shall pay all of the sums so owing to the Indemnified Party by wire transfer, certified or bank cashier's check within ten (10) Business Days after the date of such notice; provided that in the event the Indemnifying Party does not make such payment by such date, the sums due and owing to the Indemnified Party shall include interest thereon, computed at a rate per annum equal to the Prime Rate from the date (and applying the Prime Rate as of such date) on which the Indemnified Party delivered the applicable notice to the Indemnifying Party and to the date of payment.
- (h) In the event any Indemnified Party should have a claim against any Indemnifying Party that does not involve a third party Indemnifiable Claim, the Indemnified Party shall deliver a notice of such claim to the Indemnifying Party, setting forth in reasonable detail the identity, nature and estimated amount of Losses related to such claim or claims, with reasonable promptness and in any event prior to the expiration of the Indemnifying Party's indemnification obligation hereunder. If the Indemnifying Party notifies the Indemnified Party that Indemnifying Party disputes the claim described in such notice, the Indemnifying Party and Indemnified Party will proceed in good faith to negotiate a resolution of such

dispute for a period of at least thirty (30) days. If the Indemnifying Party disputes its liability to the Indemnified Party for the amount of the claim described in such notice and all or any part of such amount is subsequently determined in any settlement or final resolution to be owed to the Indemnified Party, the Indemnifying Party shall promptly, upon such settlement or resolution, pay such amount, together with interest thereon, computed at a rate per annum equal to the Prime Rate from the date (and applying the Prime Rate as of such date) on which the claim was finally settled or resolved to the date of payment.

- (i) Except with respect to the right of either Party to seek injunctive or other equitable relief, the foregoing indemnification provisions shall be the sole and exclusive remedies of Program Manager and its respective Affiliates and their respective officers, directors, employees, stockholders, and representatives for Losses.
- (j) The terms of this Section 17 shall survive the expiration or earlier termination of this Agreement.

18. Term and Termination.

- (a) This Agreement shall have an initial term of *** (the “Initial Term”). This Agreement shall renew automatically for subsequent one-year terms (each, a “Renewal Term”) at the conclusion of the Initial Term and any Renewal Term, unless either Party provides notice of non-renewal to the other Party at least *** prior to the end of the Initial Term or any Renewal Term or this Agreement is earlier terminated in accordance with this Section 18 or Sections 35 and 36.
- (b) This Agreement may be terminated by either Party, who is not in default of its obligations under this Agreement, immediately upon written notice to the other Party in any of the following circumstances:
 - (i) any representation or warranty made by the other Party in this Agreement shall prove to have been incorrect in any material respect when made and shall not have been corrected (if correctable) within forty-five (45) days after written notice thereof has been given to such other Party; or
 - (ii) the other Party shall materially default in the performance of any obligation or undertaking under this Agreement and, except in the case where the default is incurable, such default shall continue for thirty (30) days after written notice thereof has been given to such other Party.
- (c) This Agreement shall terminate:
 - (i) upon termination of the Receivables Sale Agreement in accordance with its terms;

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- (ii) if the other Party commences a voluntary case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy insolvency, receivership, conservatorship, or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, conservator, custodian, or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of a trustee, receiver, liquidator, conservator, custodian, or other similar official or to any involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;
- (iii) if an involuntary case, or other relief with respect to it or its debts under any bankruptcy, insolvency, receivership, conservatorship, or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, conservator, custodian, or other similar official of it or any substantial part of its property, or an order for relief shall be entered against the other Party under the Bankruptcy Code as now or hereafter in effect, in each case if such proceeding or petition shall continue un-dismissed for thirty (30) days or an order or decree approving or ordering any of the foregoing shall be entered;
- (iv) if there is a change in control of the ownership of Program Manager occurs, without the prior written consent of Bank; provided, however, there shall be no termination under this provision for any change in ownership of Program Manager that is part of a corporate reorganization where the Party taking control of Program Manager is an Affiliate; or, Program Manager may, without the prior written consent of Bank, assign the Sale Agreement to a successor or future parent company or corporation provided such entity has sufficient legal authority, and financial, managerial and operational capacity to perform assignor's obligations hereunder and is a publicly traded and reporting under a recognized national exchange or if a private entity, with a net worth of a minimum of Five Million Dollars (\$5,000,000);
- (v) immediately upon written notice, if Bank becomes subject to any regulatory action or is required by any Regulatory Authority to change the Program in such a way that prohibits Bank from originating new Accounts or funding Account Advances under the Program, and such condition, if capable of being cured, is not cured within 30 days;
- (vi) immediately upon written notice if there is any change in any federal or state statute, regulation or order or in any requirement of any

Regulatory Authority, including, for the avoidance of any doubt, any negative court ruling, which change, in the written opinion of counsel approved by Bank adversely affects, or would reasonably be expected to adversely affect either Party's ability to perform its obligations under this Agreement and/or in connection with this Agreement and/or in connection with this Agreement adversely affects, or would reasonably be expected to adversely affect, the collectability, enforceability or validity of the Accounts or the purchased Receivables; provided that Bank and Program Manager, shall use their commercially reasonable efforts to amend and/or modify (to the extent permitted by Applicable Law) the Agreement, the form of the loan documents and/or such applicable documents in such a manner so as to comply with any such change in law, regulation, order or any requirement of any Regulatory authority or negative court ruling.

(d) Termination by Bank

(i) ***

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(ii) ***

(iii) ***

(iv) ***

(e) Termination by Program Manager

(i) ***

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(ii) ***

(f) Effect of Termination

(i) Upon a notice of non-renewal by either Party under Section 18(a), the Parties agree to mutually wind down the business relationship including providing all Program services currently then being provided until such time as all transactions are so cancelled, terminated or completed ("Transition Period"). When applicable, such wind down shall be in accordance with all Applicable Laws and regulations including any informal or formal order or directive by any court of law or Regulatory Authority.

(ii) In the event of Termination pursuant to Sections 18(b) – 18(e), unless restricted by any Applicable Laws and regulations including any informal or formal order or directive by any court or regulatory authority:

- (A) Bank shall continue to have the option to approve any Applicants referred to Bank by Program Manager or its applicable Approved Affiliate who have been approved by Bank, for a mutually agreed upon period in consultation with the relevant Regulatory Authority when applicable.
 - (B) Bank shall continue to have the option to provide Borrowers with additional Account Advances for mutually agreed upon period, in consultation with the relevant Regulatory Authority when applicable.
 - (C) Program Manager, directly or through one or more Approved Affiliates, shall continue to perform the duties and obligations of Program Manager until the end of the Transition Period and both Parties will work in good faith to establish a transition plan.
- (iii) The termination of this Agreement shall not discharge either Party from any obligation incurred prior to such termination and any and all obligations that expressly survive such termination. For the avoidance of doubt, the termination of this Agreement shall not discharge Bank from its obligation to disburse the Account Advances for any Application that it approved prior to such termination, unless such disbursement would violate Applicable Law.
- (G) Termination Fee. Notwithstanding anything to the contrary in this Agreement, Program Manager shall pay Bank a termination fee (“Termination Fee”) in the event of a termination of the Agreement equal to the Minimum Annual Fees payable in the year the Agreement is terminated multiplied by the remaining number of years that, but for such termination, would have occurred in, as applicable, the Initial Term or any Renewal Term, except that no Termination Fee shall be due to Bank in the following events: (i) the Agreement is terminated by Program Manager if Bank is in default of Section(s) 18(e); (ii) Program Manager terminates the Agreement in accordance with Section 12(c) or 35; or (iii) Bank terminates the Agreement because Bank has received an order or other action, including a letter or directive of any kind from Bank’s Regulatory Authority that is not specific to the Program, but which effectively prohibits Bank’s continuing participation in the Program. Program Manager shall pay Bank the Termination Fee within one (1) Business Day of any such termination.

19. Confidentiality.

- (a) Each Party agrees that Confidential Information of the other Party shall be used by each Party solely in the performance of its obligations pursuant to the Program Documents. Except as required by Applicable Law, a Regulatory Authority or legal process, neither Party (the “Restricted Party”) shall disclose Confidential Information of the other Party to third parties; provided, however, that the Restricted Party may disclose Confidential Information of the other Party (i) to its Affiliates and agents or representatives for the sole purpose of fulfilling such Party’s obligations under this Agreement (as long as such Party appropriately restricts any further disclosure by its Affiliates, agents or representatives),

provided that in all events, the Restricted Party shall be responsible for any breach of the confidentiality obligations hereunder by any of its Affiliates, agents (other than Program Manager as agent for Bank), and representatives; (ii) to any Party's auditors, accountants and other professional advisors; or (iii) to any lender to or investor in such Party (the Person's described in clauses (i)-(iii), the "Representatives"), or in connection with enforcement of this Agreement. The Restricted Party shall ensure that its Representatives comply with the obligations of the Restricted Party pursuant to this Section 19 and shall be responsible for any failure of its Representatives to comply. Confidential Information shall not include information that:

- (i) is generally available to the public;
 - (ii) has become publicly known, not due to the fault of the Restricted Party subsequent to the Restricted Party acquiring the information;
 - (iii) was otherwise known by, or available to, the Restricted Party prior to entering into this Agreement; or
 - (iv) becomes available to the Restricted Party on a non-confidential basis from a Person, other than a Party to this Agreement who is not known, after due inquiry, by the Restricted Party to be bound by a confidentiality agreement with the non-Restricted Party or otherwise prohibited from transmitting the information to the Restricted Party.
- (b) Upon the termination of this Agreement, each Party, upon written request of the other Party, shall within thirty (30) days, destroy or return to the other Party all Confidential Information of the other Party in its possession that is in written form (other than Borrower Data), including by way of example, but not limited to, reports, plans, and manuals; provided, however, that each Party may maintain in its possession all such Confidential Information of the other Party required to be maintained under Applicable Law relating to the retention of records for the period of time required thereunder and in accordance with the bona fide document retention policies of such Party. Notwithstanding the return or destruction of the Confidential Information, the Parties shall continue to be bound by their obligations of confidentiality hereunder.
- (c) Program Manager shall require its Approved Affiliates and Third Party Service Providers having access to Confidential Information of Bank to agree in writing to maintain the confidentiality of such information prior to disclosure of any such Confidential Information to such Approved Affiliates and Third Party Service Providers. Program Manager shall keep and maintain such protective agreements and shall promptly provide Bank with copies thereof upon request.
- (d) In the event that a Restricted Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the other Party, the Restricted Party, if permitted, will provide the other Party with prompt notice of such request(s) so that the other Party may seek an appropriate protective order or other appropriate remedy. In the event that the other Party does not seek such a protective order or other remedy, or such

protective order or other remedy is not obtained, the Restricted Party may furnish that portion (and only that portion) of the Confidential Information of the other Party which the Restricted Party is legally compelled to disclose and will exercise reasonable efforts to obtain assurance that confidential treatment will be accorded any Confidential Information so furnished.

- (e) The terms of this Section 19 shall supersede and replace any other agreements between the Parties pertaining to confidentiality; and they shall survive the expiration or earlier termination of this Agreement.

20. Proprietary Materials.

Bank hereby grants Program Manager a revocable, non-exclusive, royalty-free right and license during the Term of this Agreement and during any wind-down period to use and reproduce the Bank's name, logo, registered and unregistered Trademarks and service marks ("Bank's Proprietary Material") on all Program Materials in connection with the Program Manager's activities under this Agreement; provided, however, that (a) Bank has approved all documents containing Bank's Proprietary Material pursuant to Section 7 or 8, and (b) Program Manager acknowledges that, except as specifically provided in this Agreement, it will acquire no interest in Bank's Proprietary Material. If Bank proposes to make any changes to the Bank's Proprietary Material being used by Program Manager, Bank shall give Program Manager sufficient advance written notice of any such change so as to enable Program Manager to make changes to relevant Program Materials without undue cost or disruption to the Program. Upon termination of this Agreement and any wind-down period, Program Manager will cease, and cause its Affiliates and Third Party Service Providers to cease, using Bank's Proprietary Material. Program Manager hereby grants Bank a revocable, non-exclusive, royalty-free right and license during the Term of this Agreement and during any wind-down period to use and reproduce Program Manager's name, logo, registered and unregistered Trademarks and service marks (collectively, "Program Manager's Proprietary Material") in connection with the Program and in connection with any listing of Bank vendors. Except as otherwise provided in this Agreement, Bank hereby agrees that Program Manager's Proprietary Material, and any business processes, methods or underwriting algorithms or other intellectual property developed, established or otherwise created by or for the benefit of Program Manager under this Agreement or in performance of the Program, including, without limitation, Program Manager's Confidential Information shall be the sole and exclusive property of Program Manager, and Bank shall have no rights or interest in Program Manager's Proprietary Material. During the Term of the Agreement and any wind-down period, either Party may continue to use the other Party's Proprietary Material in the manner consistent with the terms and conditions of this Agreement. Upon termination of this Agreement and any wind-down period, Bank will cease using Program Manager's Proprietary Material. This Section 20 shall survive the expiration or earlier termination of this Agreement.

21. Relationship of Parties.

The Parties agree that in performing their responsibilities pursuant to this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, nor does it create and shall not be construed to create a relationship of partnership or joint venture or any association for profit between Bank and Program Manager.

22. Expenses.

Except as set forth in this Agreement, each Party shall bear the costs and expenses of performing its obligations under this Agreement. In addition to the expenses allocated to a Party in the other provisions of this Agreement, the Parties agree that:

- (a) ***.
- (b) ***.
- (c) ***.
- (d) ***.
- (e) ***.
- (f) ***.
- (g) ***.
- (h) ***.

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23. Examination.

Each Party agrees to submit to any examination that may be required by a Regulatory Authority having jurisdiction over any of the other Party, during regular business hours and upon reasonable prior notice, and to otherwise provide reasonable cooperation to the other Party in responding to such Regulatory Authorities inquiries and requests relating to the Program. Further, each Party shall use commercially reasonable efforts to cause its Third Party Service Providers to comply with the requirements of this Section 23 and to comply with reasonable requests of a Party which are intended to allow such Party to satisfy its regulatory requirements.

24. Inspection.

Solely for purposes of establishing compliance with the terms of this Agreement, Program Manager, upon reasonable prior notice from Bank, agrees to submit, no more than four (4) times per each year of the Term, to an inspection of its books, records, accounts, and facilities, including account level transaction testing, directly related to the Program, during regular business hours subject to third party contractual obligations and to the duty of confidentiality each of the Parties owes to its customers and confidentiality requirements under Applicable Law. Program Manager agrees to pay Bank's reasonable travel expenses in conducting Bank's inspection, such reasonable travel expenses to be agreed up by both parties prior to being incurred.

25. Governing Law.

Except as preempted or controlled by federal law, this Agreement shall be interpreted and construed in accordance with the laws of the State of Utah, without giving effect to the rules, policies, or principles thereof with respect to conflicts of laws.

26. Severability.

Any provision of this Agreement, which is deemed invalid, illegal, or unenforceable in any jurisdiction, shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality,

or unenforceability, without affecting in any way the remaining portions hereof in such jurisdiction or rendering such provision or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

27. Assignment.

This Agreement and the rights and obligations created under it shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns. Neither Party shall be entitled to assign or transfer any interest under this Agreement without the prior written consent of the other, not to be unreasonably withheld or delayed.

28. No Third-Party Beneficiaries.

Except as expressly provided herein, nothing contained herein shall be construed as creating a third-party beneficiary relationship between either Party and any other Person.

29. Third Party Service Providers.

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30. Notices.

All notices and other communications, including consents and approvals, that are required or may be given in connection with this Agreement shall be provided in writing in both (a) email to the appropriate address below, and (b) traditional mail (as follows). Such notices and other communications shall be deemed received when (a) delivered by hand; (b) on the day actually delivered if delivered by a national overnight courier service with receipt confirmed by signature; (c) three (3) Business Days after the date of mailing to the other party if by first-class mail postage prepaid, or (d) if transmitted by email, on the date such email is received and acknowledged at the following address, or such other address as either Party shall specify in a notice to the other:

To Bank: President
 First Electronic Bank
 2150 South 1300 East, Ste. 400
 Salt Lake City, Utah 84106
 E-mail Address: ***
 Telephone: (801) 576-4460

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With a copy to: General Counsel
 First Electronic Bank
 2150 South 1300 East, Ste. 400
 Salt Lake City, Utah 84106
 E-mail Address: ***
 Telephone: (801) 576-4460

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To Program Manager: Credit Fresh Admin, Inc.
 200 Continental Drive, Suite 401
 Newark, DE 19713
 E-mail Address: ***
 Telephone: (800) 766-2007

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With a copy to: Tobias P. Moon
Chapman and Cutler LLP
1717 Rhode Island Avenue NW, 8th Floor
Washington, DC 20036
E-mail Address: ***
Telephone: (202) 478-6454

31. Amendment and Waiver.

This Agreement may be amended only by a written instrument signed by each of the Parties. The failure of a Party to require the performance of any term of this Agreement or the waiver by a Party of any default under this Agreement shall not prevent a subsequent enforcement of such term and shall not be deemed a waiver of any subsequent breach. All waivers must be in writing and signed by the Party against whom the waiver is to be enforced.

32. Entire Agreement.

This Agreement, including exhibits, constitute the entire agreement between the Parties with respect to the subject matter thereof, and supersede any prior or contemporaneous negotiations or oral or written agreements with regard to the same subject matter including the Summary of Proposed Terms and Conditions. PURSUANT TO UTAH CODE SECTION 25-5-4, THE PARTIES ARE NOTIFIED THAT THIS AGREEMENT IS A FINAL EXPRESSION OF THE AGREEMENT BETWEEN BANK AND PROGRAM MANAGER AND THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT.

33. Counterparts.

This Agreement may be executed and delivered by the Parties in any number of counterparts, and by different Parties on separate counterparts, each of which counterpart shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument.

34. Interpretation.

The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibit hereto, and the same shall be construed neither for nor against either Party, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms and the intent of the Parties.

35. Agreement Subject to Applicable Law.

If (a) either Party has been advised by legal counsel of a change in Applicable Law or any judicial decision of a court having jurisdiction over such Party or any interpretation of a Regulatory Authority that, in the view of such legal counsel would have a materially adverse effect on the rights or obligations of such Party under this Agreement, (b) either Party shall receive a written request of any Regulatory Authority having jurisdiction over such Party, including any letter or directive of any kind from any such Regulatory Authority, that prohibits or restricts such Party from carrying out its obligations under this Agreement, or (c) either Party has been advised by legal counsel that there is a material risk that such Party's or the other Party's continued performance under this Agreement would violate Applicable Law, then the Parties shall meet and consider in

good faith any modifications, changes or additions to the Program or the Program Documents that may be necessary to eliminate such result. In addition to the other termination rights provided in this Agreement, if the Parties are unable to reach agreement regarding modifications, changes or additions to the Program or the Program Documents within thirty (30) Business Days after the Parties initially meet, either Party may terminate this Agreement upon ninety (90) days prior written notice to the other Party and without payment of a termination fee or other penalty, including any minimum fees. In addition to any other rights and remedies available to Bank, Bank shall have the right, after providing written notice to Program Manager, to (x) suspend performance of its obligations under this Agreement, or (y) require Program Manager to suspend its performance of certain obligations under this Agreement as specified in Bank's notice to Program Manager, if, any of the following apply: (i) any event described in clauses (a) – (c) of this Section 35 above occurs; (ii) Program Manager is then in default of any of its obligations under this Agreement; (iii) there is any default under the Receivables Sale Agreement; or (iv) Bank reasonably determines that continued performance hereunder may result in a material fine, penalty or other sanction being imposed by the applicable Regulatory Authority, or in material civil liability.

36. Force Majeure.

In addition to the termination rights provided in Section 18 hereof, if any Party's performance, whether in whole or any part, of its material non-monetary obligations under this Agreement is delayed, prevented or impeded, by reason of a Force Majeure Event, then the performance of the obligations under this Agreement of such Party as they are affected by such cause shall be excused during the continuance of the Force Majeure Event, except that should such Force Majeure Event continue for one (1) month after the date of the start of such Force Majeure Event, either Party may at any time after the expiration of such one (1) month period, during the continuance of such Force Majeure Event, terminate this Agreement by giving written notice to the other Party and without payment of a termination fee or other penalty. A "Force Majeure Event" as used in this Agreement shall mean an event that is not reasonably within the control of the affected Party or its subcontractors (including, but not limited to, acts of God, acts of governmental authorities, acts of terrorism, strikes, war, riot, and any other causes of such nature, or national emergency including a pandemic that disrupts the relevant lending or credit markets). Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of a Force Majeure Event shall give prompt notice of such fact to the other Party, followed by written confirmation of notice, and shall exercise due diligence to resume performance of its obligations with all reasonable dispatch.

37. Arbitration.

Upon the demand of either Party, any action, dispute, claim, or controversy of any kind between the Parties arising out of, pertaining to or in connection with this Agreement (including without limitation issues regarding the enforceability of this arbitration provision) shall be resolved by neutral binding arbitration according to the rules of the American Arbitration Association in effect at the time the claim is filed. Any arbitration under this provision shall be conducted in Utah by an arbitrator with experience in the consumer credit or banking industry. Arbitration shall be the exclusive remedy of the Parties for any unresolved disputes under this Agreement, except that either Party may file a legal proceeding for injunctive relief in an event where that remedy is available at law or in equity. Judgment upon an arbitration award may be entered in any court having jurisdiction. A demand for arbitration may be made both, before or after, the institution of any legal proceeding. However, any demand made following the initiation of a legal proceeding must be made within ninety (90) days following the service of a complaint, third party complaint, cross-claim or counterclaim or any answer thereto or any amendment to any of the above. This

agreement to arbitrate controversies and claims includes disputes between either of the Parties and the other Party's agents, contractors, employees, officers, or assignees. This arbitration provision shall be interpreted under the Federal Arbitration Act. The terms of this Section 37 shall survive the expiration or earlier termination of this Agreement.

38. Financial Information and Reporting.

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(e) ***

(f) ***

(g) ***

39. Compliance with Applicable Law.

Program Manager shall comply with Applicable Law and shall employ procedures in accordance with the customary and usual standards of practice of prudent businesspersons in conducting the Program, including Account solicitation and Application processing. Bank shall comply with Applicable Law and shall employ procedures in accordance with the customary and usual standards of practice of prudent business persons with respect to its participation in the Program; provided that, Bank is not responsible for and shall have no liability to Program Manager for compliance with Applicable Law relating to consumer protection, consumer lending, usury, loan collections, anti-money-laundering or privacy or any failure to comply with Applicable Law.

40. Breach of Security, Fraud.

Bank and Program Manager will provide to each other the name or names and twenty-four (24) hour contact information for its personnel with authority and ability to immediately investigate and take action with respect to a potential breach of security or fraud related to the Program. In the event a Party becomes aware of any unauthorized use, modification, destruction or disclosure of, or access to, Borrower Data in such Party's possession or under such Party's control or its systems (containing such Borrower Data) used in connection with this Agreement (any of the foregoing events or circumstances, a "Security Incident"), the applicable Party suffering such unauthorized use, modification or access shall immediately notify the other Party and shall cooperate with each such other Party upon reasonable request by any such other Party or as required by Applicable Law, (x) to assess the nature and scope of the Security Incident, (y) to contain and control the Security Incident to prevent further unauthorized access to or use of Borrower Data, and (z) to provide prompt notice (which notice shall be subject to approval by the other Party, which approval shall not be unreasonably withheld, conditioned or delayed) to affected Borrowers (and other persons) to the extent required by Applicable Law.

41. Insurance.

Program Manager agrees to maintain insurance coverages on the terms and conditions specified in Exhibit C at all times during the Term of this Agreement, and to notify Bank promptly of any cancellation or lapse of any such insurance coverage. Program Manager further agrees to provide, upon reasonable request of the Bank and at least on an annual basis, such evidence confirming the agreed insurance coverages are in force and effect, including true and correct copies of all policies and declaration pages.

42. Data Security; Disaster Recovery.

Program Manager shall maintain, and cause its Approved Affiliates to maintain, data security and disaster recovery protections that are in compliance with Applicable Law and are consistent with industry standards for the consumer banking and lending industry, including testing of any such protections at least annually. Reports of the testing results will be provided to Bank no less frequently than annually.

43. Notice of Inquiries, Investigations, Customer Complaints.

Subject to any legal prohibitions or restrictions on disclosure of any inquiry, investigation, or other proceeding, each Party shall notify the other Party if it becomes aware of any inquiries, investigations, or other proceedings by any Regulatory Authority relating to any aspect of the Program within five (5) Business Days after becoming aware of such inquiry, investigation, or proceeding, and each Party shall deliver to the other Party all related documentation thereof to the extent such delivery is not prohibited by Applicable Law or order or direction of such Regulatory Authority and, further, to the extent that the delivery of such documentation would not result in the loss or waiver of any available privilege or right. Program Manager shall maintain a log of any Applicant and Borrower complaints concerning the Program and, on a monthly basis, Program Manager agrees to provide to Bank a monthly complaint log in a form approved by the Bank that lists among other things: complaints categorized as Critical Complaints or Non-Critical Complaints received during such month; the Program Manager's response to and resolution of any such complaint in accordance with Program Manager's customer complaint policy; and, the root cause, if any, of such complaint using categories consistent with those used by the Bank. Program Manager shall also provide Bank with a trending analysis and observations of any material variances with respect to customer complaints on no less than a monthly basis. Program Manager shall provide Bank all related documentation concerning any customer complaint within five (5) days of Bank's request therefor. Program Manager shall provide a copy of the forms of proposed standard responses to a customer complaint to Bank for its approval, not to be unreasonably withheld, conditioned, or delayed, prior to the Program Start Date. Program Manager shall cooperate in good faith and provide such assistance, at Bank's request, to permit Bank to promptly resolve or address any investigation, proceeding or complaint directed against Bank. Subject to any legal prohibitions or restrictions on disclosure of any investigation or proceeding, Bank shall notify the Program Manager if it becomes aware of (i) the commencement of any inquiry, investigation, or proceeding by any Regulatory Authority of Bank's failure to comply with Applicable Laws with respect to the Program; or (ii) any results of any such investigation or proceeding that indicate the existence of facts or circumstances that could reasonably be expected to have a material adverse effect on the Bank, or reasonably could indicate that any representation, warranty or covenant of the Bank is untrue or has been breached in any material respect, in each case within five (5) days of becoming aware of such inquiry, investigation, or proceeding, or the results thereof, and Bank shall provide the Program Manager with relevant written notices, demands or results relating thereto to the extent such delivery is not prohibited by Applicable Law or order or direction of such Regulatory Authority and, further, to the extent that the delivery of any of the foregoing would not result in the loss or waiver of any available privilege or right.

44. Audit Program; Resources.

Program Manager agrees that prior to the Program Start Date it has developed and implemented an internal audit program to assess the Program Manager's compliance with Applicable Law, including but not limited to, account level transaction testing. In addition, Program Manager shall ensure that there are adequate internal and outsourced resources and personnel devoted to the management of the Program to ensure the Program Manager's compliance with its obligations under this Agreement. At the Bank's reasonable request, but no less frequent than annually, Program Manager shall provide Bank with results of its internal audit program, including all findings related to the Program. Program Manager agrees to promptly address any findings as they relate to the Program from this internal audit.

45. Reports.

The Parties understand that the Bank has a responsibility to its customers under the Program. Therefore, in addition to Compliance Reports, and in order to ensure the Bank maintains proper oversight, Program Manager agrees to provide operational reporting to the Bank on no less than a quarterly basis. The specific reporting requirements will be provided by Bank and will include, but not be limited to (1) results of specific marketing/advertising campaigns, (2) results of promotional programs, (3) underwriting and origination reports, (4) application referral, investigation, and fraud reports, (5) portfolio performance, (6) customer service, (7) account management, (8) collection activities, and (9) vendor management. Bank may request additional reports that Bank has determined to be reasonably necessary to perform Bank's regulatory oversight obligations of the Program in accordance with Applicable Law.

46. Headings.

Captions and headings in this Agreement are for convenience only and are not to be deemed part of this Agreement.

47. Limitation of Liability.

IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLES, OR FOR ANY LOSS OF PROFITS OR REVENUE, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT WITH RESPECT TO ANY THIRD PARTY CLAIM FOR WHICH A PARTY IS ENTITLED TO BE INDEMNIFIED PURSUANT TO SECTION 17. THE TERMS OF THIS SECTION 47 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

48. Announcements. Neither Program Manager nor Bank shall make any public announcement in connection with the Program, except for any public announcements approved in writing by the other Party. Bank may make any announcement that it reasonably deems advisable or appropriate in connection with its responsibilities under Applicable Law and/or with respect to any Regulatory Authority, but, to the extent feasible, Program Manager shall have the ability to review and request modifications thereof as it relates to Program Manager.

49. Survival.

In addition to those provisions of this Agreement that state their survival after the expiration or earlier termination of this Agreement, the terms of Sections 7(d), 10, 11(c), 13, 16, 21 – 35, 38 – 42, and 45 shall survive the expiration or earlier termination of this Agreement.

[SIGNATURE PAGE(S) AND EXHIBITS FOLLOW THIS PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as of the date first set forth above.

BANK:

FIRST ELECTRONIC BANK

By: *(Signed) Derek Higginbotham*

Name: Derek Higginbotham

Title: President

Date: April 2, 2021

PROGRAM MANAGER:

CREDIT FRESH ADMIN, INC.

By: *(Signed) Clive Kinross*

Name: Clive Kinross

Title: CEO

Date: April 2, 2021

PROPEL HOLDINGS INC.

(as an additional representation, warranty and covenant provider solely with respect to Sections 15(ii)(A) and 15(ii)(B))

By: *(Signed) Clive Kinross*

Name: Clive Kinross

Title: CEO

Date: April 2, 2021

EXHIBIT A

[Redacted
Competitively
Sensitive and
Prejudicial
Information]

EXHIBIT B

[**]

[Redacted
Competitively
Sensitive and
Prejudicial
Information]

EXHIBIT C

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EXHIBIT D

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[Redacted
Competitively
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EXHIBIT E

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EXHIBIT F

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Information]

Appendix 1
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Appendix 2
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Competitively
Sensitive and
Prejudicial
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Appendix 3
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Competitively
Sensitive and
Prejudicial
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