CANADA STANDARD TERMS AND CONDITIONS OF LOANS AND PURCHASES OF RECEIVABLES

UPDATED July 30, 2025

These Standard Terms and Conditions of Loans and Purchases of Receivables, dated March 13, 2023 (as hereinafter amended from time to time, the "**Terms & Conditions**"), are incorporated in and made a part of the Loan Agreement (the "**Loan Agreement**"), between Supplier (as defined below) and SellersFunding Corp.[1] (doing business as SellersFi), a Delaware corporation, together with its subsidiaries and affiliates ("**SellersFunding**") and the Receivables Purchase Agreement (the "**Receivables Purchase Agreement**"), between Supplier and SellersFunding, as applicable, provided that certain terms or provisions are expressly designated herein as only applicable to the Loan Agreement or the Receivables Purchase Agreement in which case such terms and provisions shall only apply as so designated. These Terms & Conditions together with the main body of the Loan Agreement or the Receivables Purchase Agreement, as applicable, set forth the terms and conditions which apply to the loans from SellersFunding to Supplier or purchases of receivables by SellersFunding from Supplier, as applicable.[2] These Terms & Conditions supersede the Terms & Conditions dated July 3, 2020, September 30, 2022, December 14, 2022, and March 13, 2023.

I. Definitions.

As used herein, the following terms shall have the following meanings:

"Affiliate" as to any entity, means any other person or entity that, directly or indirectly through one or more intermediaries, is in control of, is controlled by, or is under common control with, such person or entity. For purposes of this definition, "control" of an entity means the power, directly or indirectly, either to (a) vote 10% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such entity, or (b) direct or cause the direction of the management and policies of such entity, whether by contract or otherwise.

"**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in Delaware, New York or Ontario are authorized or required by law to close.

"**Change of Control**" means (i) a sale, lease, transfer or other disposition, in one or more transactions, of all or substantially all of Supplier's assets to a third party, (ii) the consummation of any transaction or other event (including a merger, amalgamation or consolidation of the Supplier) in which the equity holders of Supplier immediately prior to the transaction do not own a controlling interest in the surviving Supplier, (iii) the acquisition by any person or group (other than an existing beneficial owner on the date hereof) of a majority of the voting power or economic ownership of the equity interests of Supplier or (iv) the liquidation or dissolution of the Supplier. The terms "person," "group" and "beneficial owner" as used in this definition shall have the meanings ascribed thereto in Rules 13d-1 and 13d-3 under the Securities Act.

"**Debtor Relief Law**" means the Bankruptcy Code, the Bankruptcy and Insolvency Act (Canada), the Companies Creditors' Arrangement Act (Canada), the Winding-up and Restructuring Act (Canada), or any similar federal, state, provincial or territorial law for the relief of debtors, including

[1] SellersFunding, SellersFi, and the SellersFi logo are trademarks or registered trademarks of SellersFunding Corp.

[2] These Terms & Conditions do ***not*** apply to the prepaid card program.

any applicable corporations legislation to the extent the relief sought under such corporations legislation relates to or involves the compromise, settlement, adjustment or arrangement of debt, and all other liquidation, bankruptcy, assignment for the benefit of creditors, conservatorship, moratorium, receivership, insolvency, rearrangement, reorganization or similar debtor relief laws of the US or other applicable jurisdictions in effect from time to time.

"**Goods**" means goods as defined in the UCC.

"**Guarantor**" shall have the meaning set forth in the Loan Agreement or the Receivables Purchase Agreement, as applicable.

"**Marketplace**" means Amazon.com and its Affiliates, Shopify.com, Magento.com, eBay.com or such other marketplace or eCommerce platform as is the obligor under Future Receivables.

"**Marketplace Credit Limit**" means the maximum dollar amount of all uncollected accounts receivable owed by the Marketplace to the Supplier on any particular date, as it may change from time to time.

"**Material Adverse Effect**" means a material adverse effect on (a) the business, assets, properties, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of the Supplier or any Guarantor; (b) the validity or enforceability of any Transaction Document; (c) the perfection or priority of any lien purported to be created under any Transaction Document; (d) the rights or remedies of SellersFunding hereunder or under any other Transaction Document; or (e) the Supplier's or any Guarantor's ability to perform any of its material Obligations hereunder or under any other Transaction Document.

"**Obligations**" shall have the meaning set forth in the Loan Agreement or the Receivables Purchase Agreement, as applicable.

"**Permitted Liens**" shall mean:

(a) Liens created pursuant to or arising under any Transaction Document;

(b) Liens imposed by law for taxes, assessments or governmental charges not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted if adequate reserves with respect thereto are maintained in accordance with United States Generally Accepted Accounting Principles on the books of the applicable entity or person;

(c) Carriers', warehousemen's, mechanics', materialmen's, repairmen's and other similar liens imposed by law, arising in the ordinary course of business and securing obligations that are not overdue by more than 30 days or that are being contested in good faith and by appropriate proceedings diligently conducted;

(d) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens rights or set-off or similar rights;

(e) Pledges and deposits and other liens (i) made in the ordinary course of business in compliance with workers' compensation, unemployment insurance and other social security laws or regulations, and (ii) securing liability for reimbursement or indemnification obligations of (including obligations in respect of letters of credit or

bank guarantees for the benefit of) insurance carriers providing property, casualty or liability insurance to the Supplier;

(f) Liens (including deposits) to secure the performance of bids, tenders, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of like nature, in each case in the ordinary course of business;

(g) Easements, zoning restrictions, rights-of-way, minor defects or irregularities in title and similar encumbrances on real property imposed by law or arising in the ordinary course of business which, in the aggregate, are not material in amount and which do not materially detract from the value of the affected property or interfere materially with the ordinary conduct of business of the Supplier or any of its subsidiaries; and

(h) Liens arising from precautionary Uniform Commercial Code financing statement filings solely as a precautionary measure in connection with operating leases or consignment of goods.

"**Requirement of Law**" as to any entity, means the certificate of incorporation and by-laws, certificate of formation and operating agreement, articles, or other organizational or governing documents of such entity, and any law (including common law), statute, ordinance, treaty, rule, regulation, order, decree, judgment, writ, injunction, settlement agreement, requirement or determination of an arbitrator or a court or other governmental authority, in each case applicable to or binding upon such entity or any of its property or to which such entity or any of its property is subject.

"**SellersFunding**" means shall have the meaning set forth in the preamble.

"**Supplier**" as used herein means either the "Borrower" under the Loan Agreement or the "Seller" under the Receivables Purchase Agreement, as applicable.

"Transaction Documents" means the "Transaction Documents" as defined in the Receivables Purchase Agreement or the "Loan Documents" as defined in the Loan Agreement, as applicable.

"**UCC**" means the Uniform Commercial Code as in effect in the State of Delaware; provided, however, that if by reason of mandatory provisions of law, any or all of the perfection or priority of SellersFunding's security interest in any item or portion of the Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Delaware, the term "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection or priority and for purposes of definitions relating to such provisions.

II. Representations and Warranties. Supplier makes the following representations and warranties at the times set forth in the Transaction Documents:

(A) Representations and Warranties as to the Supplier.

1. Supplier is (a) duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, formation or organization, and (b) duly qualified as a foreign corporation or other organization and in good standing under the laws of each jurisdiction

where its ownership, lease or operation of property or the conduct of its business requires such qualification.

2. Supplier is duly qualified to do business and holds all power and governmental and third party authorizations and approvals required to carry on its business in each jurisdiction in which Supplier's business is conducted.

3. Supplier's legal name, address, jurisdiction of incorporation, formation or organization and principal place of business, are as shown in the Transaction Summary.

4. Supplier has complied, and will hereafter comply, with all Requirements of Law.

5. Supplier is actively engaged in business and commercial affairs.

6. Supplier has not had disputes with the Marketplace or with any other online marketplaces or third parties regarding fraudulent Goods that Supplier has, or allegedly has, provided to the Marketplace, such other marketplaces or such third parties.

7. Supplier does not have an ongoing dispute concerning Goods delivered, or money owed, from the Marketplace, any other marketplace or any third party to the Supplier, or from the Supplier to the Marketplace, any other marketplace or any other third party.

8. Supplier is solvent, on both a balance sheet and on an equitable (cash flow) basis, and will not become insolvent, on either basis, after giving effect to the transactions contemplated by the Transaction Documents.

9. Neither Supplier nor any Guarantor is subject to any action, suit or proceeding pending, or to the best of Supplier's and Guarantor's knowledge threatened, against Supplier, any Guarantor or any of their respective properties, in or before any court, arbitrator or other body, that could reasonably be expected to have a Material Adverse Effect.

10. Supplier is not in default under any contract, or the order of any court, arbitrator or governmental body.

11. Supplier has not previously delivered Goods to the Marketplace, any other marketplace or any third party under any name other than its current name as set forth in the Transaction Summary.

12. Supplier has not received notice or otherwise learned of actual or imminent bankruptcy, insolvency, or material impairment of the financial condition of the Marketplace or any other marketplace or third party that is the obligor with respect to the Future Receivables (as defined in the Receivables Purchase Agreement).

13. Supplier is not an employee, contractor, or an Affiliate of the Marketplace or any other marketplace or third party that is the obligor with respect to Future Receivables through common ownership, management or control, or otherwise.

14. Supplier has full authority to deliver all data that Supplier delivers to the Marketplace, or any other marketplace or third party that is the obligor with respect to Future Receivables, and SellersFunding.

15. Supplier is entering into the Transaction Documents solely as an entity engaged in commercial enterprises and entering into the transactions contemplated by the Transaction Documents solely in that commercial capacity.

16. Supplier is not a consumer. Supplier will use the proceeds from transactions contemplated by the Transaction Documents solely for business and commercial purposes, and not for household or consumer purposes.

17. Supplier owns or has obtained a license to use any tradenames or tradestyles which Supplier uses, or will use, with respect to Goods delivered by Supplier to the Marketplace or any other marketplace or third party that is the obligor with respect to Future Receivables.

18. Supplier has not previously assigned, licensed or encumbered its interest in any tradename or tradestyle to any third party.

19. Supplier represents that (i) Supplier has no present intention to close or cease operating Supplier's business, in whole or in part, temporarily or permanently, (ii) Supplier is solvent and not contemplating any insolvency or bankruptcy proceeding, (iii) during the four (4) months preceding the date Supplier has entered into the Receivables Purchase Agreement or Loan Agreement, as applicable, neither Supplier nor any Guarantor has discussed with or among Supplier's management, counsel, or any other advisor or creditor, any potential insolvency, bankruptcy, receivership, or assignment for the benefit of creditors with respect to Supplier and no such action or proceeding has been filed or is pending, (iv) no eviction or foreclosure is pending or threatened against Supplier and (v) Supplier conducts business only under its own name and, if any Supplier D/B/A is listed in the Transaction Summary, under such name or names.

20. Supplier is in compliance with any and all federal, state, provincial, territorial and local laws and regulations and rules and regulations relating to (i) the operation of Supplier's business, including the collection of accounts receivable, and (ii) the provider of the Marketplace Account (as defined below) and Bank Account (as defined below) and any online sales channels (e.g., Amazon, Shopify, Magento, eBay) applicable to Supplier's business. Supplier possesses and is in compliance with all permits, licenses, approvals, consents, registrations and other authorizations necessary to own, operate and lease its properties and to conduct the business in which it is presently engaged.

21. Except as identified in the Transaction Summary, neither Supplier nor any Guarantor is a debtor of or has sold receivables to SellersFunding except for the transactions contemplated by the Transaction Documents.

22. Supplier is entering into the Transaction Documents solely for business purposes and not as a consumer for personal, family or household purposes. The Marketplace Account and Bank Account are each specifically designated as business purpose accounts and are each used solely for sales of goods and or services sold or rendered by Supplier and not used for personal, family or household purposes.

23. No information (financial and other) provided or to be provided by or on behalf of Supplier or any Guarantor to SellersFunding in connection with the Transaction Documents contains or will contain any untrue statement or omits to or will omit to state a material fact necessary to make any of them, in light of the circumstances in which it was or will be

made, not misleading. Supplier shall furnish SellersFunding such information as SellersFunding may request from time to time.

24. Supplier has not sponsored, maintained, contributed to, or otherwise incurred liability under any "registered pension plan", as that term is defined in subsection 248(1) of the Income Tax Act (Canada), which is or was sponsored, administered or contributed to, or required to be contributed to by, any Obligor or under which any Obligor has any actual or potential liability, and which contains a "defined benefit provision", as defined in subsection 147.1(1) of the Income Tax Act (Canada).

(B) Representations and warranties as to the Transaction Documents.

1. Supplier and each Guarantor have full power, authority and capacity to enter into and perform the obligations under the Transaction Documents, each of which has been duly authorized by all necessary and proper actions and duly executed and delivered by Supplier and the Guarantors, as applicable.

2. The execution and delivery by Supplier and each Guarantor of the Transaction Documents and the consummation of the transactions contemplated thereby:

   (a) will not contravene or violate (i) any applicable Requirement of Law or contract or instrument by which Supplier or any Guarantor, or Supplier's or such Guarantor's property, is bound or (ii) as to Supplier and each Guarantor that is an entity (an "Entity Guarantor"), any of its organizational or governance documents;

   (b) will not contravene or violate any writ, order, judgment, award, injunction or decree binding on or affecting Supplier or any Guarantor or Supplier's or any Guarantor's property; and

   (c) will not result in the creation or imposition of any lien, encumbrance or adverse claim on the assets of Supplier or any Guarantor, other than in favor of SellersFunding and its assigns under the Transaction Documents.

(C) General Representations and Warranties.

1. Supplier has satisfied all duties, covenants, representations, warranties and undertakings of Supplier set forth in the Transaction Documents.

2. Both before and after giving effect to the transactions contemplated by the Transaction Documents, there is no default or Event of Default (as defined below) under the Transaction Documents.

3. SellersFunding shall have no duty or obligation to perform, in any respect, any contracts or duties of Supplier to the Marketplace, any other marketplace or third party that is the obligor with respect to Future Receivables, or any other person or entity with respect to any receivables owed by the Marketplace, such other marketplace or such other third party.

4. The correct, and exact, legal name of the Supplier is the name of Supplier as shown on the Transaction Summary. Supplier is not the successor to, a continuation of, or the assignee of any third person.

5. The Transaction Documents are all in full force and effect, without waiver, defense, counterclaim or offset by any party thereto.

6. Supplier represents that neither it nor any of its Affiliates has ever had a payment dispute, clawback, or an actual or purported terms of service violation from the Marketplace, any other marketplace or any third party, or any of their respective Affiliates, and that each of Supplier and its Affiliates is in compliance with the Marketplace terms of service and any other agreement with the Marketplace, such other marketplace or such other third party.

(D) Representations and Warranties in the Receivables Purchase Agreement

Supplier makes the following representations solely in connection with the Receivables Purchase Agreement:

Representations and Warranties as to Future Receivables.

1. Each Future Receivable:

   (a) is a bona fide, existing, unconditional and enforceable obligation of the Marketplace or such other marketplace or third party arising out of the final sale of Goods by Supplier to the Marketplace or such other marketplace or third party in the ordinary course of business, and is presently due and owing to SellersFunding, in the amount shown on the Transaction Summary of the Receivables Purchase Agreement signed between the Supplier and SellersFunding;

   (b) is solely owned by Supplier, who has the right to sell, assign and transfer such Future Receivable to SellersFunding;

   (c) arises from Goods previously delivered by Supplier to the Marketplace or another marketplace or third party that is the obligor with respect to Future Receivables, that do not violate any law, rule, regulation or agreement by which Supplier or any of its contractual counterparties is bound;

   (d) is free and clear from any and all encumbrances, liens, attachments, claims, security interests and rights of any person other than SellersFunding;

   (e) is in the correct amount specified on the Transaction Summary of the Receivables Purchase Agreement, signed between the Supplier and SellersFunding, and is free of any dispute, deduction, claim, credit, offset, return, defense or counterclaim of any kind;

   (f) is payable by the Marketplace, or another marketplace or third party that is the obligor with respect to Future Receivables, and does not, together with all other uncollected accounts owed to Supplier by the Marketplace, such other marketplace or such third party, violate the Marketplace Credit Limit or similar limit of such other marketplace or third party; and

   (g) relates to a Future Receivable that has not been previously paid and was not previously offered to SellersFunding hereunder or previously rejected by SellersFunding for purchase.

2. Without limitation of any other provision of the Transaction Documents, for all Future Receivables that will be offered for sale to SellersFunding, Supplier represents and warrants there has been no prepayment, payment dispute, clawback, unreported offset or contra accounting item, or an actual or purported terms of service violation from the Marketplace or another marketplace or third party that is the obligor with respect to Future Receivables. Furthermore, Supplier agrees to immediately report to Suppliers Funding the existence of any of the foregoing if they arise at any point while Obligations are outstanding under the Transaction Documents.

III. **Covenants**. Supplier agrees that until all Obligations under the Transaction Documents have been indefeasibly paid in full:

(A) Information. Supplier will provide SellersFunding with access to view the activity in (a) Supplier's commercial transaction account(s), including, but not limited to, (i) Supplier's Marketplace business account or accounts or other accounts at any other marketplace which is an obligor with respect to Future Receivables, the details of which Supplier has provided to SellersFunding (individually and collectively, Supplier's "**Marketplace Account**"), (ii) Supplier's business checking account or accounts, the details of which Supplier has provided to SellersFunding (individually and collectively, Supplier's "**Bank Account**"), and (b) such other accounts as SellersFunding deems necessary and advisable, for the purpose of monitoring Supplier's business activity and finances. In addition, Supplier will provide SellersFunding with such sales and shipping data as the SellersFunding may reasonably request.

(B) Changes to Marketplace Account/ Bank Accounts. Supplier shall not (i) change the details of the Marketplace Account or any Bank Account, (ii) open any new marketplace account, bank account or other account or (iii) close the Marketplace Account or any Bank Account or any other account, in any case without the prior written consent of the SellersFunding.

(C) Credit Reports and Other Information. Supplier and each Guarantor authorize SellersFunding, its agents and representatives, and any credit reporting agency engaged by SellersFunding, to (i) request information about and investigate Supplier or the Guarantors and any references given or any other statements or data obtained from or about Supplier or any Guarantor for the purpose of the transactions contemplated by the Transaction Documents and (ii) pull credit reports, whether in connection with Supplier's application with respect to a loan or receivables purchase transaction or at any time thereafter.

(D) Notice of Event of Default. Supplier agrees to furnish to SellersFunding, promptly, and in any event within five days, written notice of any Event of Default or of any occurrence, event or condition that would with notice of lapse of time constitute an Event of Default and a summary action which Supplier is taking or proposes to take with respect thereto.

(E) Use of Proceeds. Supplier will not use any amount loaned for personal, family or household purposes or make any payments to SellersFunding from any consumer account.

(F) Nature of Business. Supplier will not change the nature of the business that Supplier conducts from the type of business originally disclosed to SellersFunding in connection with the Transaction Documents.

(G) Conduct of Business. Supplier will conduct Supplier's business substantially in accordance with past practices.

(H) Perfection and Priority of Lien. Supplier shall take all steps necessary or desirable to grant, and maintain the SellersFunding's lien on the Collateral as a valid first priority lien.

(I) No Encumbrance of Access to Marketplace Account/ Bank Account. Supplier will not limit, encumber or remove, or permit anyone to limit, reduce or remove, SellersFunding's access, once granted, to the Marketplace Account, the Bank Account, the marketplaces where Supplier does business and such other accounts and sales and shipping data as SellersFunding has deemed necessary and appropriate.

(J) No Changes to Marketplace Account/Bank Account. Supplier will not open a new Marketplace Account, Bank Account or other account or bank account and not to take any action to cause future sales to be settled or paid to any account other than the Marketplace Account and Bank Accounts existing on the date hereof.

(K) Minimum Amount in Bank Account. Supplier will maintain at all times a minimum balance in the Bank Account in an amount sufficient to allow SellersFunding to debit any and all amounts due and payable under the Transaction Documents.

(L) Collections. Supplier will collect on Supplier's sales promptly, in compliance with all applicable federal, state, provincial, territorial and local laws, rules and regulations and consistent with Supplier's past collection practices.

(M) Payments. Supplier will facilitate ACH transactions by SellersFunding or if for any reason such ACH payments are unable to be processed make payments to SellersFunding (in Canadian dollars or U.S dollars) on the applicable Payment Due Date in amounts required by the Transaction Documents.

(N) No Interference with Accounts. Supplier will not to take any action to discourage the use of the Marketplace Account and will not permit any event to occur that could have an adverse effect on the use, acceptance or authorization of the Marketplace Account for the purchase of products by Supplier's customers.

(O) Fundamental Transactions. Supplier will not sell, dispose, convey or otherwise transfer Supplier's business or assets or enter into any mergers, consolidations, amalgamations or other fundamental transactions.

(P) Impairment of Receivables. Supplier will not take any action that would substantially impair or reduce Supplier's generation or collection of accounts receivable adequate to satisfy Supplier's obligations under the Transaction Documents without SellersFunding's prior written permission.

(Q) No Interference with ACH Transactions. If Supplier terminates Supplier's authorization of scheduled debits under the Transaction Documents, Supplier acknowledges and agrees that it must continue to pay all amounts payable under the Transaction Documents. Except in accordance with applicable laws, including applicable payment rules, Supplier will not stop payment on any debit authorized pursuant to the Transaction Documents, claim that a debit transaction pursuant to the Transaction Documents is

unauthorized, or seek a refund, return, chargeback or dispute of a credit card transaction related to a payment under the Transaction Documents.

(R) Insurance. Supplier shall maintain insurance with respect to its property and business (including without limitation, property and casualty insurance) with financially sound and reputable insurance companies that are not Affiliates of the Supplier, in such amounts and covering such risks as are usually insured against by similar companies engaged in the same or a similar business.

(S) Change in Name or Location. The jurisdiction of organization and principal place of business of Supplier are accurately set forth in the Transaction Summary. Supplier does not and shall not conduct Supplier's business under any name other than as disclosed to SellersFunding and shall not change its jurisdiction of organization or principal place of business.

(T) Guarantors. Each Guarantor that is an entity is validly existing and duly authorized to guaranty the Obligations or an adult individual having full legal authority to act on behalf of himself or herself. Each Guarantor is not under any restraint or is in any respect incompetent to enter into the Transaction Documents to which it is a party. Each Guarantor does not, by the execution, delivery and performance of the Transaction Documents to which it is a party, contravene or cause a default under (a) any contractual restriction binding on or affecting such Guarantor, (b) any court decree or order binding on or affecting such Guarantor or (c) any other legal requirement binding on or affecting such Guarantor. Each Guarantor has received and reviewed the Transaction Documents. The place of incorporation or formation or the principal residence of each Guarantor, as applicable, is set forth in the Transaction Summary. Guarantors shall cause Supplier to fulfill each of Supplier's covenants hereunder.

(U) Limitation on Debt. Supplier shall not incur any indebtedness, other than indebtedness not for borrowed money incurred in the ordinary course of business of Supplier.

(V) Limitation on Liens. Supplier has good, complete and marketable title to all of its assets, free and clear of any and all liabilities, liens, claims, charges, restrictions, conditions, options, rights, mortgages, security interests, equities, pledges and encumbrances of any kind or nature whatsoever or any other rights or interests that may be inconsistent with the transactions contemplated with, or adverse to the interests of, SellersFunding. Supplier shall not permit any liens, claims, charges, restrictions, conditions, options, rights, mortgages, security interests, equities, pledges and encumbrances to exist with respect to any of its assets except for Permitted Liens.

(W) Supplier agrees to notify SellersFunding immediately if there are any errors in the information Supplier provides to SellersFunding, or if any Guarantor is dissolved, dies or is declared incompetent or suffers a Material Adverse Effect or if Supplier or any Guarantor becomes subject to a bankruptcy or insolvency proceeding. **Supplier agrees to indemnify and hold SellersFunding harmless from and against any and all claims relating to acceptance or non-acceptance of proof of incompetence in any transaction. This indemnity will execution and delivery of the Transaction Documents, consummation of the transactions contemplated thereby and termination thereof**.

IV. (A) **Events of Default.** Each of the following shall constitute an "Event of Default" under the Transaction Documents:

(i) Supplier fails to pay when due the full amount of any Obligation to SellersFunding;

(ii) Supplier or any Guarantor breaches any other representation, warranty, covenant or duty under any other Transaction Document or in or under any other agreement, instrument or document under which the Obligations arise, and such breach is not cured within three (3) Business Days;

(iii) Supplier or any Guarantor attempts to countermand, redirect, defeat, delay, avoid or enjoin the operation and effect of any instruction of SellersFunding to (i) a depository institution including the Account Bank (as defined in the. Loan Agreement) to transfer funds to SellersFunding under any deposit account control agreement including the Account Control Agreement (as defined in the applicable Transaction Summary) or any other substantially similar agreement; or (ii) a marketplace or similar account including the Marketplace Account;

(iv) Supplier breaches its obligations to SellersFunding under any other agreement between Supplier and SellersFunding;

(v) Marketplace or any other marketplace or third party that is an obligor under the Future Receivables breaches any agreement or contract, including any terms of service or terms of use, between Supplier or SellersFunding, as applicable, and the Marketplace, other marketplace or third party;

(vi) Supplier or any Guarantor: (x) commences any case, petition, application or proceeding or other action under any existing or future Debtor Relief Law, seeking (A) to have an order for relief entered with respect to it, or (B) to adjudicate it as bankrupt or insolvent, or (C) reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (D) appointment of a receiver, interim receiver, receiver and manager, monitor, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or (y) makes a general assignment for the benefit of its creditors;

(vii) there is commenced against Supplier or any Guarantor in a court of competent jurisdiction any case, proceeding or other action of a nature referred to in clause (vi) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged, unstayed or unbonded for 10 days;

(viii) there is commenced against Supplier or any Guarantor any case, proceeding or other action seeking issuance of a warrant of attachment, execution or similar process against all or any substantial part of its assets which results in the entry of an order for any such relief which has not been vacated, discharged, stayed or bonded pending appeal within 10 days from the entry thereof;

(ix) Supplier or any Guarantor is generally not, or is unable to, or admits in writing its inability to, pay its debts as they become due; or

(x) Supplier or any Guarantor takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (vi), (vii) or (viii) above;

(xi) a Change of Control shall occur;

(xii) the death, bankruptcy, insolvency, financial inability to pay or the dissolution of any Guarantor;

(xiii) Any present or future guarantor of the Obligations including any Guarantor revokes, terminates or fails to perform any of the terms of any guaranty or other agreement of such party in favor of SellersFunding or any affiliate of SellersFunding, or shall notify SellersFunding of its intention to rescind, modify, terminate or revoke any such guaranty of the Obligations, or any such guarantee shall cease to be in full force and effect for any reason whatever;

(xiv) Any action or proceeding is commenced against Supplier or any guarantor of Supplier's Obligations to SellersFunding including the Guarantors, which SellersFunding believes may have a Material Adverse Effect;

(xv) If the Transaction Documents fail to create, or if SellersFunding, for any reason, ceases to have, a valid undivided first-priority (i) security interest in any Collateral or (ii) ownership interest in any Future Receivable or other Conveyed Property sold to SellersFunding under the Transaction Documents, as applicable;

(xvi) If Supplier, or any Guarantor, fails to immediately advise SellersFunding in writing of any lien, garnishment, attachment, execution or other encumbrance is issued against or attaches to the Supplier, any Guarantor, the Collateral or any Future Receivable or other Conveyed Property, as applicable, or any other assets of the Supplier or any Guarantor;

(xvii) If SellersFunding believes itself in good faith to be insecure with respect to the prospect of repayment or performance of the Obligations, or otherwise believes that the prospects for Supplier's payment and performance of its Obligations to SellersFunding under any Transaction Document executed and delivered in connection therewith is impaired;

(xviii) If there is created any lien or other security interest on Collateral or the Future Receivables or other Conveyed Property, as applicable, without the written consent of SellersFunding; or

(xix) If any federal, state, provincial, territorial, local or other tax authority seizes, levies or liens any property of the Supplier or of any Guarantor, or any governmental body otherwise takes, including by decree or order, any other action which limits or impairs the ability of Supplier to perform under any Transaction Document or which limits or impairs the ability of any Guarantor to perform under his, her or its guaranty of the Obligations.

In addition, it shall constitute an Event of Default under the Receivables Purchase Agreement if Supplier or any Guarantor attempts to countermand, redirect, defeat, delay, avoid or enjoin the operation and effect of any assignment or notice of assignment to the Marketplace, or any other

marketplace or any third party that is an obligor with respect to the Future Receivables, relating to SellersFunding's purchase of any Future Receivables or other Conveyed Property.

V. Dispute Resolution.

(A) Subject to Section (W) of this Section V below, SellersFunding, Supplier and each Guarantor agree to resolve any disputes with respect to the Transaction Documents and the transactions contemplated thereby exclusively by (i) following the dispute resolution procedure set forth in the next paragraph below, and (ii) failing a satisfactory resolution using this dispute resolution procedure, through binding arbitration in accordance with the Arbitration Agreement below, instead of in courts of general jurisdiction.

(B) If Supplier or any Guarantor has any dispute with SellersFunding or its Affiliates arising out of or relating to the Transaction Documents, Supplier and each Guarantor agrees to notify SellersFunding in writing with a brief, written description of the dispute and applicable contact information. SellersFunding will have thirty (30) days from the date of receipt within which to attempt resolve the dispute with Supplier or such Guarantor. Subject to Section (W) of this Section V below, if SellersFunding and Supplier or such Guarantor are unable to resolve the dispute through good faith negotiations during such thirty (30) day period using this informal process, SellersFunding or Supplier or any such Guarantor may pursue resolution of the dispute exclusively in accordance with the Arbitration Agreement below, instead of in court.

(C) Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under the Transaction Documents will take place on an individual basis; class arbitrations and class actions are not permitted.**

Arbitration Agreement (this "Arbitration Agreement")

(D) Following the thirty- (30-) day procedure set forth in the paragraph above, Supplier, each Guarantor and SellersFunding agree to arbitrate **any and all disputes and claims** by and between, among or including, SellersFunding (or its Affiliates) and Supplier or any Guarantor arising out of or relating the Transaction Documents and the transactions contemplated thereby, including claims arising in contract, in tort, by statute or otherwise and the scope or applicability of this Arbitration Agreement and provision these Terms & Conditions ("**Dispute**"; each party hereto that is a party to such Dispute, a "**Disputing Party**"). Each of SellersFunding, Supplier and each Guarantor agree that all such claims shall be settled exclusively by arbitration administered by the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules (the "**Rules**").

(E) The agreement to arbitrate under this Arbitration Agreement is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between SellersFunding and Supplier or any Guarantor, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;

- claims that arose before the Transaction Documents;

- claims that are currently the subject of purported class action litigation in which Supplier or a Guarantor is not a member of a certified class; and

- claims that may arise after the termination of the Transaction Documents.

(F) For purposes of this Arbitration Agreement, references to "**SellersFunding**", "**Supplier**", and "**Guarantor**" include the respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns of SellersFunding, Supplier and Guarantor, as well as all authorized or unauthorized users or beneficiaries of any services provided to Supplier or Guarantor under the Transaction Documents or prior agreements between SellersFunding, Supplier and Guarantor. Notwithstanding the foregoing, this Arbitration Agreement does not preclude Supplier or Guarantor from bringing issues to the attention of federal, state, provincial, territorial or local agencies. Such agencies, can, if the law allows, seek relief against SellersFunding on Seller's or Guarantor's behalf. This Arbitration Agreement does, however, preclude each party from pursuing court action regarding any such agency claims. **EACH OF SUPPLIER AND EACH GUARANTOR AGREES THAT, BY ENTERING INTO THIS ARBITRATION AGREEMENT, SUPPLIER, EACH GUARANTOR AND SELLERSFUNDING ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION (WHETHER IN COURT OR ARBITRATION).** Each of Supplier and each Guarantor acknowledge and agree that this Arbitration Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive execution and delivery of the Transaction Documents, the consummation of the transactions contemplated thereby and termination thereof.

(G) Such arbitration shall be held before a single arbitrator, to be selected in accordance with the Rules, *provided*, *that*, the arbitrator that shall be selected and shall conduct himself or herself as independent and impartial in all matters relating to the arbitration. The arbitrator shall administer and conduct any arbitration in a manner consistent with the Rules. The AAA's rules are available at www.adr.org. A form for initiating arbitration proceedings is available on the AAA's website at http://www.adr.org.

(H) The arbitrator shall have sole and exclusive authority to resolve all claims covered by this Arbitration Agreement, and any dispute relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. Any issues involving the arbitrability of a dispute shall be governed by the Federal Arbitration Act (the "**FAA**").

(I) Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereover. The place of arbitration shall be in the borough of Manhattan in New York, New York. The applicable governing law will be as set forth in Transaction Documents (provided, that, with respect to arbitrability issues, United States federal arbitration law will govern). The arbitrator shall not be bound by rulings in prior arbitrations involving different SellersFunding users.

(J) If the value of the relief sought is $25,000 or less, Supplier, any Guarantor or SellersFunding may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on Supplier, such Guarantor and SellersFunding subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone

by Supplier, such Guarantor and/or SellersFunding, unless the arbitrator requires otherwise.

(K) The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The arbitrator shall have the authority to grant any relief authorized by law, including injunctive relief.

(L) Notwithstanding any other provision in this Arbitration Agreement to the contrary, the parties expressly agree that the arbitrator shall have absolutely no authority to award consequential, incidental, special, treble, exemplary or punitive damages of any type under any circumstances regardless of whether such damages may be available under Delaware law, the Federal Arbitration Act, the Rules or any other applicable laws (unless such damages are a part of a third-party claim for which a party is entitled to indemnification hereunder).

(M) Notwithstanding this Agreement to arbitrate or anything to the contrary in this Arbitration Agreement, nothing shall bar a party from seeking temporary and emergent injunctive relief from a court of competent jurisdiction in aid of arbitration in emergent circumstances, including but not limited to circumstances involving the improper dissemination or other misuse of intellectual property.

(N) The fees and expenses of the arbitrators shall, in the first instance, be borne equally by each Disputing Party, but, in general, the decision of the arbitrators may include such award of the arbitrators' expenses and of other costs to the prevailing side as the arbitrators may determine.

(O) The arbitrator's decision and award must be in writing and will follow the terms of the Transaction Documents, as applicable, and shall be binding upon all of the parties to the Dispute and final and non-appealable to the maximum extent permitted by law, and judgment thereon may be entered in a court of competent jurisdiction and enforced by any party to the Dispute as a final judgment of such court. A party's right for review of the arbitrator's decision is limited to grounds provided under applicable law. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of the Transaction Documents, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator.

(P) SUPPLIER, EACH GUARANTOR AND SELLERSFUNDING AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless Supplier, each Guarantor and SellersFunding agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

(Q) The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof.

(R) SellersFunding and Supplier irrevocably and unconditionally waive, to the fullest extent permitted by applicable law, any objection that either may now or hereafter have to the

laying of venue of any action or proceeding arising out of or relating to this Agreement or any other document executed in connection herewith in any arbitral tribunal referred above. Each of the parties hereto irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such arbitral tribunal.

(S) Each party hereto irrevocably consents to service of process in the manner provided for notices in Section VI(A) below. Nothing in this Arbitration Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable law. The Notice must (A) describe the nature and basis of the claim or dispute; and (B) set forth the specific relief sought ("**Demand**"). If SellersFunding and Supplier or any Guarantor do not reach an agreement to resolve the claim within thirty- (30-) days after the Notice is received, Supplier, such Guarantor or SellersFunding may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by SellersFunding or Supplier or such Guarantor shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Supplier, such Guarantor or SellersFunding is entitled.

(T) This Arbitration Agreement may not be amended except in accordance with the provisions of the Transaction Documents.

(U) No information concerning any arbitration may be unilaterally disclosed by to any third party by any participating party unless it is required to do so by law or by a competent governmental, authority, regulatory or self-regulatory body and then only: (i) by disclosing no more than is legally required, and (ii) furnishing to the arbitrator and all participating parties details of the disclosure and an explanation and reason for it.

(V) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, EACH OF THE PARTIES HEREBY WAIVES THE RIGHT TO A JURY TRIAL.

(W) Notwithstanding anything to the contrary in this Arbitration Agreement or in any other Transaction Document, nothing herein or in any other Transaction Document shall affect any right that SellersFunding may otherwise have to bring any action or proceeding relating to any Transaction Document against Supplier or any Guarantor or any of their respective properties in the courts of any jurisdiction..

VI. Miscellaneous.

(A) Notices

1. Except in the case of notices and other communications expressly permitted to be given by e-mail as provided in paragraph (4) below, all notices and other communications provided under the Transaction Documents shall be made in writing and mailed by certified or registered mail, delivered by hand or overnight courier service, or sent by facsimile as follows:

   (a) If to the Supplier or any Guarantor, to the Supplier at the Supplier's principal place of business set forth in the Transaction Summary.

(b) If to SellersFunding, to it at 750 Lexington Ave., Suite 7-112, New York, NY 10022, Attention: Operations (Facsimile No. (201) 425-0453); Telephone No. (929) 229-
2252.

2. Notices mailed by certified or registered mail or sent by hand or overnight courier service shall be deemed to have been given when received. Notices sent by facsimile during the recipient's normal business hours shall be deemed to have been given when sent (and if sent after normal business hours shall be deemed to have been given at the opening of the recipient's business on the next Business Day).

3. Notices and other communications to SellersFunding hereunder may be delivered or furnished by e-mail pursuant to procedures approved by SellersFunding. SellersFunding or the Supplier (on behalf of the Supplier and the Guarantors) may, in its discretion, agree to accept notices and other communications to it under the Transaction Documents by electronic communications pursuant to procedures approved by it; provided that, approval of such procedures may be limited to particular notices or communications.

4. Unless SellersFunding specifies otherwise notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment), and provided further that, if such notice, e-mail or other communication is not sent during the recipient's normal business hours, such notice, e-mail or communication shall be deemed to have been sent at the recipient's opening of business on the next Business Day.

5. Either party hereto may change its address, e-mail address or facsimile number for notices and other communications hereunder by notice to the other party in accordance with this Section VI(A).

(B) Confidentiality. Supplier understands and agrees that the terms and conditions of the products and services offered by SellersFunding, including the Transaction Documents (collectively, "Confidential Information") are proprietary and confidential information of SellersFunding. Accordingly, unless disclosure is required by law or court order, Supplier shall not disclose Confidential Information to any person other than an attorney, accountant, financial advisor or employee of Supplier who needs to know such information for the purpose of advising Supplier ("Advisor"), provided such Advisor uses such information solely for the purpose of advising Supplier and first agrees in writing to be bound by the terms of this Section VI(B). The foregoing covenants of Supplier shall survive execution and delivery of the Transaction Documents and the consummation of the transactions contemplated thereby and termination of the Transaction Documents.

(C) Amendments and Waivers.

1. No failure to exercise and no delay in exercising, on the part of SellersFunding, any right, remedy, power or privilege hereunder or under the other Transaction Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law. No waiver of any provision of any Transaction Document or consent to any departure by the Supplier or any Guarantor therefrom shall in any event

be effective unless the same shall comply with paragraph (2) of this Section C, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the funding of any amounts under the Transaction Documents shall not be construed as a waiver of any Event of Default, regardless of whether SellersFunding may have had notice or knowledge of such Event of Default at the time.

2. No Transaction Document nor any provision hereof or thereof may be waived, amended or modified except (i) in the case of the Receivables Purchase Agreement or Loan Agreement, as applicable, pursuant to an agreement or agreements in writing entered into by the Supplier and SellersFunding, or (ii) in the case of any other Transaction Document, pursuant to an agreement or agreements in writing entered into by SellersFunding and the Supplier or Guarantors that are parties thereto.

(D) Publicity. Each of Supplier and each Guarantor authorize SellersFunding to use Supplier's or such Guarantor's name in a listing of clients and in advertising and marketing materials.

(E) Payment of Costs and Expenses. The Supplier agrees to pay (a) all out-of-pocket expenses incurred by SellersFunding, including the fees, charges and disbursements of any counsel for SellersFunding, with respect to (i) the enforcement or protection of its rights in connection with the Transaction Documents, including its rights under this Section VI(E), or (ii) the transactions contemplated by the Transaction Documents, including all such out-of-pocket expenses incurred in connection with any restructuring, workout or negotiations in respect of the thereof.

(F) Waiver of Consequential Damages, Etc. The Supplier agrees, to the fullest extent permitted by applicable law, not to assert, and hereby waives, any claim against SellersFunding, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to actual or direct damages) resulting from the Transaction Documents or arising out of SellersFunding's activities in connection therewith (whether before or after the Effective Date). SellersFunding shall not be liable for any damages arising from the use by others of any information or other materials distributed by it through any telecommunications, electronic or other information transmission systems in connection with the Transaction Documents or the transactions contemplated thereby. In any event SellersFunding's aggregate liability under the Transaction Documents will be limited to $100.

(G) Protection of Information. Supplier and each Guarantor each authorize SellersFunding to disclose to any third party information concerning Supplier's and such Guarantor's business conduct. Supplier and each Guarantor hereby waive to the maximum extent permitted by law any claim for damages against SellersFunding or any of its affiliates relating to any (i) investigation undertaken by or on behalf of SellersFunding as permitted by the Transaction Documents or (ii) disclosure of information as permitted by the Transaction Documents.

(H) Construction. The headings of the sections and subsections in the Transaction Documents are inserted for convenience only and under no circumstances shall they affect in any way the meaning or interpretation of the Transaction Documents. For purposes of the Transaction Documents, "including" shall mean "including, without limitation."

(I) Waiver; Remedies. No delay on the part of SellersFunding to exercise, and no delay in exercising, any right under the Transaction Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right under the Transaction Documents preclude any other or further exercise of any other right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity.

(J) D/B/A's. Supplier hereby acknowledges and agrees that SellersFunding may be using "doing business as" or "d/b/a" names in connection with various matters relating to the transaction between SellersFunding and Supplier.

(K) Binding Effect. The provisions of the Transaction Documents shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that neither Supplier nor any Guarantor may assign or otherwise transfer any of the rights or obligations of Supplier or Guarantor, as applicable, under the Transaction Documents without the prior written consent of the SellersFunding (and any attempted assignment or transfer by the Supplier without such consent shall be null and void). Nothing in the Transaction Documents, expressed or implied, shall be construed to confer upon any person or entity (other than the parties thereto, their respective successors and assigns permitted hereby) any legal or equitable right, remedy or claim under or by reason of the Transaction Documents. SellersFunding may, at any time, without the consent of the Supplier, assign all or any part of its rights and obligations under the Transaction Documents.

(L) Governing Law. The Transaction Documents and the transactions contemplated thereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware without regard to principles of conflict of laws that would require the application if the laws of another jurisdiction.

(M) Telephone Monitoring and Recording. To ensure that Supplier receives quality service and for training purposes, Supplier agrees that SellersFunding may select phone calls for monitoring and/or recording.

(N) Communicating with Supplier and each Guarantor; Consent to Contact by Electronic and Other Means. For purposes of this Section N, "Supplier Parties" means Supplier, each Guarantor and any agent or representative of Supplier or any Guarantor, collectively and individually, for purposes of communications between the Supplier Parties and SellersFunding regarding the Transaction Documents and related commercial transactions. Supplier agrees that SellersFunding may contact the Supplier Parties as provided in this Section N. SellersFunding may contact the Supplier Parties for any lawful reason, including for the collection of amounts owed to SellersFunding and for the offering of products or services to Supplier in compliance with SellersFunding's privacy policy in effect from time to time. No such contact will be deemed unsolicited. The Supplier Parties specifically agree that SellersFunding may (i) contact the Supplier Parties at any address (including email) or telephone number (including wireless cellular telephone or ported landline telephone number) as the Supplier Parties may provide to SellersFunding from time to time, even if the Supplier Parties asked to have Supplier's number added to any state or federal do-not-call registry; (ii) use any means of communication, including, but not limited to, postal mail, electronic mail, telephone or other technology, to reach the Supplier Parties; (iii) use automatic dialing and announcing devices which may play recorded messages; and (iv) send text messages to any Supplier Party's telephone. The Supplier Parties may withdraw this express written consent at any time by contacting

SellersFunding at the address set forth in Section VI(A) of these Terms & Conditions and informing SellersFunding to discontinue sending notices to certain addresses or telephone numbers.

(O) In case of Errors or Questions About Supplier's Account Summary. If Supplier disagrees with the Account Summary, or if Supplier needs more information about an item on an Account Summary, Supplier must write as soon as possible to the address set forth in Section *VI(A)* of the Terms & Conditions. Any dispute or inquiry must be received by SellersFunding no later than 60 days after SellersFunding sent Supplier the first Account Summary on which the error or problem appeared.

In Supplier's correspondence relating to any such questions or errors, please give SellersFunding the following information:

- Supplier's name and email address,
- The dollar amount of the suspected error,
- A description of the error,
- An explanation of why Supplier believes there is an error; and
- If Supplier needs more information, describe the item Supplier is unsure about.

Supplier remains obligated to make each Payment while SellersFunding investigates.

(P) Consent to Electronic Disclosure. Supplier can access transaction information by visiting www.sellersfunding.com and logging in. Supplier agrees to receive any Account Summaries disclosures and notices (collectively, "Account Information") electronically. SellersFunding will provide electronic copies of periodic statements and Account Information on SellersFunding's web site. Supplier acknowledges that it is able to access SellersFunding's website (www.sellersfunding.com) and print, or otherwise retain, electronic disclosures. Supplier may request a paper copy of any legally required disclosure by contacting SellersFunding at the address set forth in Section VI(A). Supplier may also withdraw Supplier's consent to electronic disclosures by contacting SellersFunding in the same manner. If Supplier withdraws Supplier's consent to electronic disclosures, SellersFunding may elect to terminate SellersFunding's relationship with Supplier. Supplier agrees to provide SellersFunding with Supplier's current e-mail address for notices. If Supplier's e-mail address changes, Supplier must send SellersFunding a notice of the new address by providing notice to SellersFunding in accordance with Section VI(A) at least five days before the effective date of the change.

(Q) Financing Statement; Attorney-In-Fact. Each of Supplier and Guarantor's authorized SellersFunding to file, and as SellersFunding deems necessary or desirable, sign Supplier's or any Guarantor's name on any documents or take any actions as SellersFunding deem necessary or desirable to perfect, maintain or assure the priority of the SellersFunding's security interest in the Collateral. Except in New York, Supplier and each Guarantor appoints SellersFunding as such party's attorney in fact to sign Borrower's or such Guarantor's name, as applicable, to documents, applications, filings and certificates of title and transfer documents that are necessary to evidence of perfect the liens granted under the Transaction Documents. Each of Supplier and each Guarantor agree to do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-

register any and all such further acts, deeds, conveyances, pledge agreements, mortgages, deeds of trust, trust deeds, assignments, financing statements, financing change statements and continuations thereof, termination statements, notices of assignments, transfers, certificates, assurances and other instruments as the SellersFunding, may reasonably require from time to time in order to:

(i) carry out more effectively the purposes of the Transaction Documents;

(ii) to the fullest extent permitted by applicable law, subject the Borrower's or any Guarantor's properties, assets, rights or interests to the liens now or hereafter intended to be covered by the Transaction Documents;

(iii) perfect and maintain the validity, effectiveness and priority of the Liens intended to be created under the Transaction Documents; and

(iv) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively to the SellersFunding, the rights granted or now or hereafter intended to be granted to the SellersFunding under any Transaction Document or under any other instruments executed in connection with any Transaction Document to which Supplier or any Guarantor is or is to be a party.

(R) Electronic Execution. The words "execution," "signed," "signature," and words of similar import in any Transaction Document shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based recordkeeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC § 7001 et seq.), the Electronic Signatures and Records Act of 1999 (NY State Technology Law §§ 301-309), or any other similar state laws based on the Uniform Electronic Transactions Act.

(S) Severability. If any term or provision of any Transaction Document is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision thereof or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify the applicable Transaction Document so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(T) Right of Setoff. If an Event of Default shall have occurred, SellersFunding and each of its affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by law, and without prior notice to the Supplier, any such notice being expressly waived by the Supplier, to set off and appropriate and apply any and all amounts at any time held and other obligations (in whatever currency) at any time owing by the SellersFunding or its affiliates to or for the credit or the account of the Supplier against any and all of the obligations of the Supplier now or hereafter existing under the Transaction Documents to SellersFunding or its affiliates, whether direct or indirect, absolute or contingent, matured or unmatured, and irrespective of whether or not SellersFunding or any affiliate shall have made any demand under the Transaction Documents.

SellersFunding agrees to notify the Supplier promptly after any such set off and appropriation and application; provided that the failure to give such notice shall not affect the validity of such set off and appropriation and application.