



Welcome to LoanHero

- Please complete the Enrollment Documents within this package and attach the Additional Required Documents noted below.
- Fax or Email the Materials along with this Cover Sheet to LoanHero for immediate consideration.

Enrollment Documents	Description
Merchant Enrollment Form	Describes your business, finance history, ownership and locations.
Merchant Agreement	This contract governs how FundHero, an affiliate of LoanHero, does business with you.
Exhibit A: Bank Guideline	Guidelines for how to stay in compliance while using the LoanHero program.
Exhibit B: Payment Authorization Form	Gives permission for FundHero to deposit the funding amounts for completed installment contracts into the account specified.

Additional Documents	Description
Voided Check	Copy of a voided check from the account specified in the Payment Authorization Form.
Business & Professional License	Needs to be current and in good standing. Professional License required if required for business type.
Photo of Store Front & Interior	Indoor and Outdoor photos of your place of business.
Return/Cancellation Policy	Copy of your return/cancellation policy.
2 Most Recent Bank Statements	Only required if you have annual sales of under \$1M or have one owner with more than 50% ownership

Fax: 888-477-8040	Email: enroll@loanhero.com
-------------------	---

If you have any questions, please feel free to give us a call at 888-912-4376 (HERO)

Merchant Enrollment Form

Business Information

Legal Business Name	Doing Business As	
States Doing Business In	State of Incorporation	
Business Type	Federal Tax ID	
Industry Type	Products/Services Offered	
In Business Since	Sales Methods	
Delivery Timeframe	Delivery Method	
Annual Sales Revenue	Min Sales Price	Max Sales Price
Primary Email Address	Secondary Email Address	
Primary Phone Number	Primary Point of Contact	

Finance Information

Have you filed for business or personal bankruptcy in the last 2 years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you have any outstanding tax liens totaling over \$1,500?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you currently offer financing?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, which programs?	Estimated Monthly Finance Volume	



Merchant Enrollment Form

Ownership Information

(51% Ownership MUST Be Represented. If more than 2 owners, please submit additional forms)

First Name		Last Name	
Email		Phone Number	
Address			
City	State		Zip
Date of Birth		SSN	
Ownership Percentage		Owner Since	

First Name		Last Name	
Email		Phone Number	
Address			
City	State		Zip
Date of Birth		SSN	
Ownership Percentage		Owner Since	



Merchant Enrollment Form

Location Information

(If more than 3 locations, please submit additional forms)

Location Shortname		
Address		
City	State	Zip
Phone	Fax	Website

Location Shortname		
Address		
City	State	Zip
Phone	Fax	Website

Location Shortname		
Address		
City	State	Zip
Phone	Fax	Website

LOAN PROGRAM AGREEMENT

This Loan Program Agreement (the “*Agreement*”), dated as of _____, _____ by and between _____, with its principal office at _____ (“*Merchant*”), and LOANHERO, INC., a Delaware corporation with its principal office at 750 B Street, Suite 1410, San Diego, California 92101 (“*Servicer*”), provides as follows:

WHEREAS, Servicer is engaged through its relationship with financial institution(s) in providing a loan program for retail merchants to allow such merchants to offer installment loans to their consumer customers for the purpose of financing the purchase of goods and services from such merchants which includes all services necessary to (i) originate consumer loans offered by a financial institution; and (ii) provide funds to the merchant for the consumer’s purchase of goods and services using the proceeds of the installment loans between the financial institution and the consumer (the “*Loan Program*”); and

WHEREAS, from time to time pursuant to this Agreement, Merchant desires to offer the Loan Program for the making of installment loans to its customers to finance the purchase of goods and services from Merchant; and

NOW, THEREFORE, in consideration of the foregoing and the covenants, representations and warranties hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Merchant and Servicer hereby agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used and not otherwise defined herein shall have the following meanings in this Agreement:

“*Applicable Law*” means, at any time, all federal, state, commonwealth and local laws, statutes, rules, regulations, court orders and decrees, administrative orders and decrees, and other legal requirements of any type applicable to any Loan (including, without limitation, the marketing, and origination of a Loan to finance the purchase of goods and services and the provision of payment processing services for Merchant) and all requirements of any regulatory authority having jurisdiction over the Merchant, the Servicer and the Financial Institution, as any such laws, statutes, regulations, orders or requirements may be amended and in effect from time to time during the term of this Agreement.

“*Application*” means credit application of the Financial Institution under this Loan Program to determine whether the Merchant’s customer qualifies for a loan from the Financial Institution to finance the purchase of goods and services from the Merchant.

“*Borrower*” means, with respect to any Loan, each retail customer and other obligor (including any co-signor or guarantor, if any) who is liable for amounts owing with respect to such Loan.

“*Business Day*” means any day other than a Saturday, Sunday or a day on which banking institutions in the State of California are authorized or obligated by Applicable Law or executive order to be closed.

“*Loan*” means a promissory note or other similar loan agreement of a Financial Institution with a Borrower under this Loan Program for the funding of a retail sale of goods or services from Merchant, using the Services and platform of Servicer (including its vendors). At the option of the Financial Institution, it may offer promotional term Loans to Merchant and Borrowers from time to time.

“*Confidential Information*” means:

(a) information regarding Discloser’s customers, financial condition and results of operations, financial and risk models, projections, loss and return estimates, compliance and risk management systems, loan pricing, customer fees and charges, vendor pricing, organizational structure, as well as non-public information regarding pending or threatened litigation or regulatory matters involving Discloser;

(b) information regarding Discloser’s inventions, discoveries, developments, improvements, processes, systems, methods, devices, patents, patent applications, trademarks, intellectual property, know-how, trade secrets, instruments, materials, products, programs, techniques, designs, research/development activities and plans, data, specifications, computer programs/code (object and/or source), costs of production, promotional methods, marketing plans/strategies, clinical plans, business opportunities, vendors, customer lists;

(c) any Borrower NPPI;

(d) information that: (i) is marked “Confidential”, “Proprietary” or in some similar way; (ii) Discloser identifies as Confidential Information when disclosed or within a reasonable time afterwards; or (iii) Recipient knows, or should know, to be confidential or proprietary to Discloser; and

(e) any third party information with respect to which Discloser is subject to restrictions on disclosure or use based on the confidential nature of such information; provided, however, that “Confidential Information” does not include any information that: (i) was publicly known or made generally available to the public prior to its disclosure hereunder; (ii) becomes publicly known or is made generally available to the public following its disclosure hereunder through no wrongful act or omission of Recipient or anyone to whom Recipient has disclosed such information; (iii) Recipient rightfully possessed without any duty of confidentiality prior to its disclosure hereunder (as clearly shown by Recipient’s records); (iv) was independently developed by Recipient without use of or reference to any information received by or on behalf of Recipient hereunder (as clearly shown by Recipient’s records); and/or (v) Recipient rightfully obtained from a third party, where such third party was not subject to any restrictions on disclosure with respect to such information.

“*Borrower NPPI*” means any Non-Public Personal Information of any actual or potential Borrower.

“*Financial Institution*” means the state or federally chartered financial institution that has entered into a Program Agreement with Servicer to enable Servicer as a service provider to the Financial Institution to allow Financial Institution loans to consumers to finance the purchase of goods and services from Merchant.

“*Loan Documents*” means all legal and regulatory agreements, disclosures and communications relating to an Application and a Loan including but not limited to the Borrower’s Application for a Loan for financing the purchase and sale of goods or services, any Privacy Notice and any underwriting materials, the Borrower’s credit score and credit report, Authorization for Automatic Payments and the Loan executed by the Borrower.

“*Merchant*” means the person that is the party to this Agreement and engaged in the business of selling goods or furnishing services to retail customers.

“*Non-Public Personal Information*” or “NPPI” has the meaning ascribed to such term under the Federal Trade Commission and the Financial Institution’s regulatory agency Rule regarding Privacy of Consumer Financial Information implementing Section V of the Gramm-Leach-Bliley Act.

“*Services*” means those services provided by Servicer to Financial Institution in connection with its origination of Loans between the Financial Institution and Merchant’s customers and the funding of purchases by such customers by facilitating payment between the Financial Institution and Merchant and including all chargebacks and refunds due to Financial Institution when Borrower cancels or disputes a sale.

ARTICLE II

MERCHANT OBLIGATIONS

Section 2.1. Non-Exclusive Use of Loan Program. The Merchant’s rights under this Agreement are on a non-exclusive basis. Both the Servicer and the Merchant shall be free to market their products and services to, and to contract with, other parties and customers as each party deems appropriate. For the avoidance of all doubt, the Merchant and the Servicer agree that the parties to this Agreement may enter into similar agreements with other Merchants or Servicers-and by entering into this Agreement, neither the Merchant nor the Servicer intend and expressly disclaim that this Agreement creates an exclusive relationship between the Merchant and the Servicer.

Section 2.2 No Authority to Bind Financial Institution. Merchant shall not make any agreement or commitment to any applicant on behalf of Financial Institution without Financial Institution’s prior approval, nor shall Merchant misrepresent any of Financial Institution’s loan terms or requirements to an applicant or Borrower. Merchant has no authority to bind or obligate Financial Institution except as Financial Institution shall expressly authorize. Merchant will

transmit to Financial Institution information received from an applicant in a timely and accurate manner and Merchant will inform an applicant in an accurate and timely manner of Financial Institution's requests for information and other requirements of such applicant.

Section 2.3 Services to be Performed by Merchant. (a) *Solicitation.* Merchant shall solicit its customers to make Applications for Loans offered by Financial Institution. Solicitation shall include but not limited to educating the customer about the ability to finance the purchase of goods and services and the loan terms including promotional terms, if available, and the Application process.

(b) *Application Processing.* Upon the request of a customer, Merchant will provide access to Servicer's application platform and assist customer in completing the Application and all other necessary forms to the extent that assistance may be required. Merchant may process and submit the Application and other required information in accordance with Financial Institution guidelines, attached to this Agreement as Exhibit A (the "Guidelines") as may be amended from time to time.

(c) *Training.* Merchant will ensure that each employee receives appropriate training in the Loan Program and is familiar with the Guidelines.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE MERCHANT

Merchant represents and warrants as of the date hereof, and agrees that it shall be deemed to make and renew each representation and warranty on and as of each date it offers financing by the Financial Institution to its customers, as follows:

Section 3.1. Due Organization and Good Standing. The Merchant is a business entity (a corporation, partnership, sole proprietorship, LLP or limited liability company, limited liability partnership, S corporation or non profit, as indicated on the Application), duly organized, validly existing, and in good standing under the laws of its state of its organization;

Section 3.2. Authority and Capacity. The execution, delivery, and performance by the Merchant of this Agreement are within its corporate, organizational, LLP, limited liability company or partnership powers, as applicable, have been duly authorized by all necessary corporate, limited liability company, organizational, LLP or partnership action, as applicable, and do not contravene the Merchant's charter, articles of incorporation or by-laws (if a corporation), articles of association or operating agreement (if a limited liability company or LLP or unincorporated organization) or partnership agreement (if a partnership) or any law or contractual restriction binding on or affecting the Merchant. No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the Merchant's due execution, delivery, and performance of this Agreement. This Agreement is, when the Agreement is signed, the Merchant's legal, valid, and binding obligation enforceable against the Merchant in accordance with its terms.

Section 3.3. Sale of Goods and Services. All representations made by Merchant to Borrowers related to the goods and services sold and financed under this Agreement with Loans were complete and correct. The quality of the goods and services sold meet or exceed applicable standards sufficient to ensure that Borrowers (a) will have no claims against Merchant (i) for unfair or deceptive trade practices and (ii) under the FTC's Rule Regarding Preservation of Consumers' Claims and Defense (Holder in Due Course Rule) and its state law counterparts and (b) Merchant has done and Merchant will do, no act or thing which may adversely affect the enforceability of the Loans.

Section 3.4. Origination of Loans and Loan Documents. Merchant did not engage in discriminatory practices in the manner in which it offered Loans or assisted consumers in completing Applications which could result in claims of violation of the Equal Credit Opportunity Act, Regulation B or its state law counterparts. The Loans were offered pursuant to Financial Institution's established standards as provided to Merchant by Servicer from time to time. The Loan Documents accurately depict the information provided by the Borrower on the Application. Any statements by Merchant that the identity, income, or delivery of the product to the Borrower were verified are accurate in all material respects.

Section 3.5. Compliance with Loans and Regulations. Merchant will comply with all material obligations under all contracts to which it is a party, and under Applicable Law, to the extent that such obligations might affect any of the Loans or any of Merchant's agreements or obligations hereunder or otherwise to Borrowers. Merchant has done and Merchant will do, no act or thing which may adversely affect the Loans.

Section 3.6. Litigation, Compliance with Laws. There is no litigation, proceeding or governmental investigation pending, or any other injunction or decree outstanding which might materially affect any of the Loans or any of Merchant's agreements or obligations hereunder. Additionally, there is no litigation, proceeding or governmental investigation existing or pending or, to the knowledge of Merchant threatened, or any order, injunction or decree outstanding against or relating to Merchant, that has not been disclosed by Merchant to Servicer or its counsel in writing prior to the execution of this Agreement, which could have a material adverse effect upon the Loans or any of Merchant's agreements or obligations hereunder, nor does Merchant know of any basis for any such litigation, proceeding, or governmental investigation. Merchant has not violated any Applicable Law which may materially affect any of the Contracts or any of Merchant's agreements or obligations hereunder.

Section 3.7. Statements Made. No representation, warranty or written statement made by Merchant in this Agreement or in any exhibit, schedule, written statement or certificate furnished to Servicer or Financial Institution in connection with the transactions contemplated hereby by Merchant contains or will contain any untrue statement of material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE SERVICER

Servicer represents and warrants as of the date hereof, and agrees that it shall be deemed to make and renew each representation and warranty on and as of each date it offers financing by the Financial Institution to Merchant, as follows:

Section 4.1. Due Organization and Good Standing. Servicer is a corporation, validly existing and in good standing under the laws of its incorporation. To the extent required by Applicable Law, Servicer is properly licensed and qualified to transact business in all appropriate jurisdictions.

Section 4.2 Authority and Capacity. Servicer has all requisite power, authority and capacity to enter into this Agreement and to perform the obligations required of it hereunder. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have each been duly and validly authorized by all necessary action. This Agreement constitutes the valid and legally binding agreement of the Servicer enforceable in accordance with its terms, subject to bankruptcy laws and other similar laws of general application affecting rights of creditors and subject to the application of the rules of equity, including those respecting the availability of specific performance.

Section 4.3 Program Agreement. Servicer has a fully enforceable Program Agreement with a Financial Institution that allows it to offer the Loan Program to Merchant.

Section 4.4 Litigation. There is no action, suit or proceeding or investigation pending or to Servicer's knowledge, threatened against Servicer that, if determined adversely to Servicer, would adversely affect the Loans or the execution, delivery or enforceability of this Agreement.

ARTICLE V

MERCHANT COMPENSATION

Section 5.1 Fees and Charges. Merchant may receive fees from Servicer and pay fees to Servicer for each Application approved by Financial Institution; *provided* the Financial Institution and Borrower enter into a Loan. The fees vary based on the loan terms and may be amended from time to time and are provided upon Merchant approval in an Addendum titled Merchant Fee Addendum.

Section 5.2 Settlement. It is anticipated that when the Financial Institution makes a Loan, that the Borrower will authorize the Financial Institution to make payment of the proceeds of the Loan to Merchant. Under the Program Agreement with the Financial Institution, Servicer will be designated to assist Financial Institution with the distribution of Loan proceeds. Merchant hereby acknowledges and agrees that Servicer may act as processor and paying agent with respect to transferring funds in and out of account(s) designated by Merchant in order to settle amounts due to or from Merchant in connection with the Loans and the Loan Program.

Section 5.3 Purchase of Loans. (a) If any of the following events occur Merchant unconditionally agrees to purchase any Loan made pursuant to this Agreement, accept assignment of the Loan and pay Servicer (on behalf of Financial Institution or its assignees), upon demand, the Purchase Price as defined below: (i) the Borrower returns the goods and services purchased under any Loan; (ii) any representation, warranty, agreement, obligation or covenant contained in this Agreement is breached, untrue, incomplete, or inaccurate; (iii) there is any dispute, claim, defense, lawsuit, arbitration or action concerning any statements, promises, acts or omissions of Merchant with respect to the purchase transaction or any part thereof related to a Loan, including, but not limited to, the negotiation of the terms and conditions of the Loan and the purchase of the goods and services, or any insurance, warranty, service contract, gap waiver or other products sold or financed in connection with any Loan; (iv) Merchant fails to comply with or is alleged to have failed to comply with any Applicable Law or to hold any required registrations, licenses, permits, or governmental authorizations required to conduct its business and to sell the goods and services; (v) Merchant's service results in the death of Borrower; or (vi) Merchant fails to perform any of its obligations under this Agreement. All Loans purchased by Merchant under this Agreement shall be assigned to Merchant, without recourse, and without warranties or representations, expressed or implied. Any liability of Merchant to Servicer under this Agreement or any Assignment shall not be affected or limited by any waiver, compromise, settlement, extension or variation of the terms of the Loan or release of any Borrower. Servicer shall not be required to seek any recourse against any security, Borrower or other person before being entitled to enforce the rights, including payment by Merchant under this Section.

(b) In the event of purchase due to the Borrower's return of the goods and services as described under subsection (i) above, the Purchase Price shall be calculated based on the number of days that have elapsed since the execution of the Loan. For returns that occur within thirty (30) days following execution of the Loan, the Purchase Price shall be the amount paid Merchant in connection with the Loan. For returns that occur between thirty (30) and sixty (60) days following execution of the Loan, the Purchase Price shall be the above stated amount plus a fee equal to two percent (2%) of the principal balance of the Loan. For returns that occur between sixty (60) and ninety (90) days following execution of the Loan, the Purchase Price shall be the above stated amount plus a fee equal to three percent (3%) of the principal balance of the Loan. For returns that occur more than ninety (90) days following execution of the Loan, the Purchase Price shall be the full payoff amount of the Loan. In the event of a purchase due to the occurrence of any of the other events described in Section 5.3(a), the Purchase Price shall be the amount of the total of payments remaining unpaid at the time of Servicer's demand, less any unearned interest. In all cases the Purchase Price shall also include all of Servicer's attorneys' fees and costs incurred with respect to said Loan.

(c) For the avoidance of doubt, Merchant agrees that Sections 5.3(a)–(c) hereof apply to any Loan subject to a claim or defense arising under the FTC's Holder In Due Course Rule.

Section 5.4 Billing Disputes and Chargebacks. Servicer shall notify Merchant when a Borrower has made a billing inquiry or disputes a Loan. Merchant agrees to investigate and make a good faith effort to resolve each billing inquiry or dispute referenced to it by Merchant or received directly from Borrower. Within fifteen (15) business days from the date Servicer sends

a billing inquiry or dispute to Merchant, Merchant shall notify Servicer in writing of the resolution thereof of the action Merchant will take to resolve the billing inquiry or dispute. Merchant shall provide Servicer with all such information as Servicer may reasonably request in connection therewith. If, at the end of the fifteen (15) business day period, the billing inquiry or dispute is not resolved or Servicer has not been informed of the resolution of the action Merchant will take to resolve the billing inquiry or dispute, Servicer may refuse to pay Merchant for the Loan or require Merchant to reimburse to Servicer the outstanding loan balance of the Loan, or disputed portion thereof, as applicable, or set off from any future funding due Merchant an amount equal to all disputed amounts (a "Chargeback"). Servicer shall have the option to process any Chargebacks electronically through debit of Merchant's remittance account. If Servicer processes a Chargeback and the billing inquiry or dispute is subsequently resolved, Servicer will reimburse Merchant for the disputed amount.

ARTICLE VI

REMEDIES

Section 6.1 Merchant's Indemnification. Merchant hereby agrees to indemnify, defend and hold harmless Servicer and Financial Institution and their respective Affiliates, trustees, officers, directors, agents, employees and representatives (hereinafter collectively referred to as the "*Indemnified Servicer Parties*"), from and against, and agrees promptly to pay on demand or reimburse each of them with respect to, any and all liabilities, claims, demands, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs) (collectively, "*Damages*") incurred by such Indemnified Servicer Party by reason of: (i) any material breach by Merchant of any covenant or agreement herein or the material inaccuracy of any representation or warranty of Merchant contained in this Agreement; and/or (ii) any fraud or other willful misconduct committed by Merchant, or any party acting on its behalf, in connection with the transactions contemplated in this Agreement, or (iii) any claims relating to Merchant's acts or omissions-related to any Loan; *provided, however*, that Merchant shall have no obligation to indemnify the Indemnified Servicer Parties from and against any Damages to the extent such Damages result from the proposed indemnitee's gross negligence or willful misconduct.

Section 6.2 Servicer's Indemnification. Servicer hereby agrees to indemnify, defend and hold harmless Merchant and its respective Affiliates, trustees, officers, directors, agents, employees and representatives (hereinafter collectively referred to as the "*Indemnified Merchant Parties*") from and against, and agrees promptly to pay on demand or reimburse each of them with respect to, any and all Damages incurred by such Indemnified Merchant Party by reason of (i) any material breach by Servicer of any covenant or agreement herein or the material inaccuracy of any representation or warranty of Servicer contained in this Agreement; and/or (ii) any fraud or other willful misconduct committed by Servicer, or any party acting on its behalf, in connection with the transactions contemplated in this Agreement and (iii) any claims relating to Servicer's acts or omission related to any Loan; *provided, however*, that Servicer shall have no obligation to indemnify the Indemnified Merchant Parties from and against any Damages to the extent such Damages result from the proposed indemnitee's gross negligence or willful misconduct.

Section 6.3 Notice of Claim. A party seeking indemnification under this Article V (an “*Indemnified Party*”) shall give prompt written notice to the other party (the “*Indemnifying Party*”) of any claim for which it may seek indemnity. The Indemnifying Party shall defend such claim, action, suit or proceeding with counsel reasonably satisfactory to the Indemnified Party, and the Indemnified Party shall cooperate in the defense. The Indemnified Party may have separate counsel who shall be employed by the Indemnified Party at the Indemnified Party’s expense; *provided*, that the Indemnifying Party shall pay the reasonable attorney’s fees and expenses of such separate counsel if, in the opinion of counsel to the Indemnifying Party, the interests of the Indemnified Party and the Indemnifying Party are adverse such that separate counsel for the Indemnified Party is required. Knowledge by the Indemnified Party of any breach or non-compliance hereunder shall not constitute a waiver of the Indemnified Party’s rights and remedies under this Agreement, provided the Indemnified Party has notified the Indemnifying Party of such breach or non-compliance in a timely manner.

Section 6.4 Limitation of Liability. In no event will either Servicer or Merchant be liable to the other party to this Agreement for special, indirect, incidental, punitive or consequential damages, including, without limitation, loss of profit or loss of business or business opportunity, regardless of the form of action whether in contract, tort or otherwise.

ARTICLE VII

TERMINATION

Section 7.1. Servicer’s Termination for Cause. Notwithstanding anything to the contrary contained herein, Servicer shall have the right to immediately terminate this Agreement for cause. For purposes of this Section 7.1, “cause” shall include any of the following:

- (a) Merchant’s material breach of any of the representations, warranties and/or covenants contained in this Agreement;
- (b) Filing of a petition for relief by or against Merchant, under the U.S. Bankruptcy Code or any other applicable insolvency or reorganization statute; or
- (c) Institution of any receivership or conservatorship with respect to Merchant.

Section 7.2. Merchant’s Termination for Cause. Notwithstanding anything to the contrary contained herein Merchant shall have the right to immediately terminate this Agreement for cause. For purposes of this Section 7.2, “cause” shall include any of the following:

- (a) Servicer’s material breach of any of the representations, warranties and/or covenants contained in this Agreement;
- (b) Filing of a petition for relief by or against Servicer, under the U.S. Bankruptcy Code or any other applicable insolvency or reorganization statute; or
- (c) Institution of any receivership or conservatorship with respect to Servicer.

Section 7.3. Termination Without Cause. Either party may terminate this Agreement upon [thirty (30) days] prior written notice of such termination. Such notice shall include the effective date of termination.

Section 7.4. Effect of Termination. Upon termination of this Agreement, this Agreement shall be null and void and have no further force and effect except for those provisions identified in Section 7.5 of this Agreement, which provisions shall survive any such termination and continue in effect thereafter.

Section 7.5. Survival of Obligations and Covenants. Notwithstanding anything to the contrary expressed in this Agreement, the terms of this Agreement that would, by their express nature, survive the termination of this Agreement will survive and be enforceable under this Agreement including under Articles III, IV, V and VIII.

ARTICLE VIII

CONFIDENTIALITY

Section 8.1. Disclosure of Confidential Information. From time to time, in connection with the operation of this Agreement and/or the transactions contemplated by this Agreement, one party (“*Discloser*”) may disclose Confidential Information to the other party (“*Recipient*”), whether in writing, orally, or by allowing inspection of tangible objects (*i.e.*, documents, tapes disks, prototypes, samples, plants or equipment).

Section 8.2. Handling of Confidential Information. Recipient shall:

(a) Hold Confidential Information in the strictest confidence and use it solely (i) to fulfill its obligations hereunder or (ii) with respect to Loan Confidential Information held by or on behalf of Servicer, as is reasonably necessary to establish, maintain and enforce Servicer’s rights with respect to such Loans, subject to Section 8.3;

(b) Disclose Confidential Information only to those personnel and third-party service providers of Recipient who need to receive such Confidential Information in connection with one or more of the permitted uses described in paragraph (a) of this Section 8.2; provided that Recipient must: (i) inform any such personnel or service provider of the confidential nature of such Confidential Information; (ii) take commercially reasonable steps to ensure that any such personnel and service providers do not violate the provisions of this Article VIII; and (iii) immediately notify Discloser if Recipient has reason to believe any such personnel or service provider has violated or intends to violate the provisions of this Article VIII; and provided further that Recipient will be liable for any acts or omissions of any such service provider or any Recipient personnel in breach of this Article VIII;

(c) Not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects embodying Confidential Information;

(d) Not make any copies of Confidential Information unless previously authorized in writing by Discloser, except that Servicer may make copies of Loan Confidential Information, subject to Section 8.3;

(e) If authorized to make copies of Confidential Information, reproduce on such copies any proprietary rights and/or confidentiality notices appearing on the original Confidential Information in the same manner as on the original; and

(f) Use its commercially reasonable best efforts to protect and maintain the confidentiality of the Confidential Information, which protections shall be at least equivalent in scope and effect to the measures taken by Recipient to protect its own confidential or proprietary information of a like or similar nature, but in no event less than a commercially reasonable level of such protection.

Section 8.3. Special Protections for Borrower Information. Each party agrees to protect Non-Public Personal Information (“NPPI”) about the Borrowers any comparable state laws, and related federal and state regulations, including the Privacy and Safeguards regulations, respectively (collectively, the “Safeguarding Rules”). Each party warrants and represents to the other party that it has and agrees to maintain physical, electronic, and procedural controls and safeguards in compliance with the FTC and Financial Institution’s Regulatory Agency Safeguarding Rules to protect NPPI from unwarranted disclosure. Each party will implement and maintain appropriate measure designed to meet the following objectives: (a) to ensure the security and confidentiality of Borrower NPPI; (b) to protect against any anticipated threats or hazards to the security or integrity of such information; and (c) to protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any Borrower. Each of the Merchant and the Servicer agrees that it shall comply with the FTC and Financial Institution’s Regulatory Agency Safeguarding Rules and will promptly notify Servicer or Merchant, as applicable, of any breach of the Safeguarding Rules or the provisions of this Article VIII.

Section 8.4. Compelled Disclosure. Recipient may disclose Confidential Information belonging to Discloser to the extent required to be disclosed by Applicable Law, provided that Recipient:

(a) provides Discloser with written notice of such requirement to disclose as soon as practicable once learning of such requirement, if such notice is not prohibited by Applicable Law;

(b) consults with Discloser on the advisability of seeking confidential treatment for some or all of the Confidential Information at issue; and

(c) assists Discloser as reasonably requested by Discloser and at Recipient’s expense, in obtaining a protective order or otherwise securing confidential treatment for such Confidential Information.

Section 8.5. Return or Destruction of Materials. Recipient shall return or destroy, as Discloser indicates, all Confidential Information belonging to Discloser, including without limitation all copies, compilations, summaries, analyses or other materials containing or reflecting Recipient's use of Confidential Information, within ten (10) days after the earlier of:

- (a) termination of this Agreement; or
- (b) Discloser's written request to Recipient for such return or destruction, as applicable.

Recipient shall promptly send Discloser written certification of such destruction or return.

Section 8.6. Ownership of Confidential Information. Except for Loan Confidential Information (which shall be the property of Financial Institution), the Confidential Information (and related copies and materials) shall be the sole and exclusive property of the Discloser thereof. Recipient has no rights under any of Discloser's patents, copyrights, trademarks, trade secrets or with respect to any of Discloser's other intellectual property, except if and as expressly set forth herein. Recipient may not use Confidential Information to apply for or secure any patents or any other intellectual property rights.

ARTICLE IX

AUDIT

Merchant shall afford Servicer and Financial Institution and their authorized representatives (including internal and external auditors, and governmental entities with regulatory authority over either party (collectively, the "Auditors") upon the giving of reasonable prior notice access, during normal business hours, to the books and records and other information relating to the Loan Program, and permit such representatives to make copies as may be necessary for the purposes of auditing the Loan Program and compliance with Applicable Law. Such party's activities shall be conducted in a manner which does not unreasonably interfere with the normal operations, customers and employee relations of Merchant. Servicer and Financial Institution are entitled to inspect its Confidential Information and Borrower NPPI compliance with the security requirements in Article VIII. Such audits shall not materially interfere with Merchant's business and shall be conducted during normal business hours, upon reasonable advanced written notice to Merchant.

ARTICLE X

MISCELLANEOUS

Section 10.1. Costs and Expenses. Except as specifically provided to the contrary in this Agreement, Servicer and Merchant shall each bear its own accounting, legal and related costs and expenses in connection with the negotiation and preparation of this Agreement and the performance by each of Servicer and Merchant of its respective obligations arising under this Agreement.

Section 10.2. Independent Contractors. This Agreement does not in any way create the relationship of joint venture, partnership, or principal and agent between Servicer and Merchant. Each party agrees that there are no third parties who are intended to be beneficiaries of the rights and obligations provided in this Agreement.

Section 10.3. Notices. All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery if personally delivered or sent by facsimile and confirmed by a mailed writing, on the Business Day following having been sent by overnight courier, or three (3) days after having been mailed by U.S. mail, postage prepaid:

(a) If to the Servicer, to:

President
LoanHero, Inc.
750 B Street, Suite 1410
San Diego, CA 92101

(b) If to Merchant, to:

or to such other address or facsimile number as Servicer or Merchant shall have specified in writing to the other.

Section 10.4. Governing Law. The construction of this Agreement and the rights, remedies, and obligation arising by under, through, or on account of it shall be governed by the internal laws of the State of California without regard to its conflicts of laws principles, except to the extent the same are preempted by the laws of the United States. Each party hereto expressly and irrevocably waives any right to trial by jury in any claims or causes of action arising out of or related to this Agreement.

Section 10.5. Modification; Entire Agreement; No Waiver of Rights. This Agreement may not be modified except by a document signed by both the Merchant and the Servicer. This Agreement contains the entire agreement of the parties and supersedes all previous agreements (including all amendments thereto) between the parties hereto. Any representations, promises or agreements not contained in this Agreement shall have no force or effect. The failure of either

party to exercise any right given to it under this Agreement or to insist on strict compliance of any obligation under this Agreement shall not constitute a waiver of any right, including the right to insist on strict compliance in the future.

Section 10.6. Mutual Construction. This Agreement shall be deemed to have been drafted by both the Merchant and the Servicer. Therefore, any ambiguities shall not be construed against either party.

Section 10.7. Captions. Paragraph captions in this Agreement are for ease of reference only and shall be given no substantive or restrictive meaning or significance whatsoever.

Section 10.8. Counterparts. This Agreement may be executed in two counterparts and exchanged via facsimile, each of which shall be an original regardless of whether all parties sign the same document. Regardless of the number of counterparts, they shall constitute only one agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart.

Section 10.9. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their successors and assigns, any rights, obligations, remedies or liabilities. The foregoing notwithstanding, Servicer may not assign this Agreement without the prior written consent of Merchant.

Section 10.10. Severability. In case any provision or obligation under this Agreement shall be deemed invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation, shall not in any way be affected or impaired thereby in any other jurisdiction.

IN WITNESS WHEREOF, the Servicer and Merchant have caused this Agreement to be duly executed as of the date first above written.

LOANHERO, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

BANK GUIDELINE

- It is against the law to discriminate against any protected class or group when offering the loan program.
- It is against the law to discourage any customer or potential customer from attempting to qualify for the loan program for any reason
- Must check the borrowers ID
 - ID must be valid and current
 - Must be issued from a US State or Federal entity
 - Verify the ID with what was submitted on pre-qual form
 - Name
 - ID Number
 - Date of Birth
- The merchant may complete and submit information on the customers behalf under the following conditions:
 - The customer gives permission for the merchant to do so
 - The merchant must read to the customer or allows the customer to read all disclosures and disclaimers
- The merchant must have all marketing, promotions and web content approved by LoanHero prior to distribution.
- The merchant must not knowingly falsify any information
- The merchant must not coach consumers to falsify any information
- The merchant must read to the customer or allow the customer to read, all disclosures and disclaimers
- The merchant must properly convey the terms of the loan program
- The merchant must not couple a LoanHero approval with a different finance program approval to achieve the desired amount, otherwise known as stacking.
- The merchant must not provide loans to merchant's employees or family members
- If you, as the merchant, feel that either you or your staff does not fully understand any of the elements above, please contact LoanHero at 888-912-4376 and ask for the Director of Account Management. We will schedule an immediate training.

By: _____

Name: _____

Title: _____

PAYMENT AUTHORIZATION FORM

DIRECT DEPOSIT VIA ACH (ACH CREDIT/DEBIT)

Financial Institution Name	Phone Number
Name on Account	Checking or Business Account
Transit/ABA Number (9 Digits)	Account Number

I hereby authorize FundHero, LLC to electronically credit and debit my account to the terms stated within this agreement. I understand that this authorization will remain in full force and effect until I notify FundHero, LLC in writing that I wish to revoke this authorization. I understand that FundHero, LLC requires at least thirty (30) days prior notice in order to cancel this authorization.

I represent and warrant that I am authorized to execute this payment authorization for the purpose of implementing this payment plan. I indemnify and hold the service provider, the bank and FundHero, LLC harmless from damage, loss or claim resulting from all authorized actions hereunder.

Authorized Signature: _____ Date: _____

Print Signers Name: _____