



COMMERCIAL TRANSACTION CREDIT AGREEMENT

This Commercial Transaction Credit Agreement (the “**Agreement**”) sets forth the standard terms and conditions pursuant to which Relay Payments, Inc. (“**Relay**”) agrees to make a line of credit (the “**Line of Credit**”) available to a Relay Product user and its affiliates and subsidiaries (the “**Member**”, and, together with Relay, the “**Parties**” and each a “**Party**”) for the funding of Transactions using the Relay System initiated by the Member pursuant to a Member Services Agreement, Order Form, and any and all other current and future addenda, exhibits, and attachments thereto (collectively, the “**MSA**”).¹

Upon and for the consideration, mutual promises and covenants herein, the adequacy and receipt of which is hereby acknowledged, and intending to be legally bound hereby, Relay and the Member agree as follows:

1. Acceptance of this Agreement. Unless otherwise agreed upon in writing between Member and Relay, the Member hereby accepts and agrees to all of the terms and conditions of this Agreement which shall be binding on the Parties upon the Member’s first use of its Line of Credit.

2. Line of Credit.

a. Amount and Duration of the Line of Credit. The aggregate amount of all Transactions funded through the Line of Credit may not exceed at any one time the sum listed on the operative credit agreement or credit term sheet (the “**Credit Term Sheet**”), which Credit Term Sheet shall be made part of this Agreement as if fully set forth herein and may be modified, supplemented, or replaced from time-to-time. Member acknowledges and agrees that Relay may maintain the current version of the Credit Term Sheet, as modified, supplemented, or replaced from time-to-time, electronically through a website, application, or other electronic or networked means that the Credit Term Sheet presented through such website, application, or other electronic or networked means shall constitute the then-applicable Credit Term Sheet hereunder.

b. Permitted Uses of the Line of Credit. During the period Relay makes the Line of Credit available, the Member may request Relay to fund, using the Relay System, a transaction or

transactions via credit bases (each a “**Draw**”), and/or otherwise draw a cash advance or cash advances (each an “**Advance**”) on the Line of Credit. Such Draws and/or Advances on the Line of Credit shall be used by the Member solely for funding commercial transactions. **Under no circumstances shall any Draw or Advance under this Agreement be used for household, personal, or consumer purposes or for any reason prohibited by the MSA between the Parties. Member shall adopt internal policies and controls to ensure that the Line of Credit and any Draw or Advances made hereunder are used strictly for business or commercial purposes. The use of Draws or Advances to purchase lottery tickets or other games of chance, alcohol, gift cards, pre-paid cards, or other cash equivalent charges, or any other non-business purpose are prohibited.**

c. Signer Designation and Member Authority. Member, as the Relay customer who has applied for and been approved for a Line of Credit pursuant to this Agreement, may designate an additional individual or individuals (each a “**Signer**”) as authorized to bind the Member. Member hereby authorizes Relay to take instruction from any Signer with apparent authority to act on Member’s behalf.

d. Reduction or Cancellation of the Line of Credit; Making of Draws and Advances. The Line of Credit is uncommitted and may be reduced, suspended, or cancelled by either Party at any time and for any or no reason. The making of any Draws or Advances under the Line of Credit is subject to Relay’s sole and absolute discretion, including, without limitation, Relay’s satisfaction with the condition (financial and otherwise), business, account history, prospects, assets, and operations of the Member and the purpose of the specific Draw or Advance.

3. Fee and Repayment of Draws and Advances.

a. Invoice and Payment. As long as the Line of Credit is available, the Member shall pay to Relay as defined on the Credit Term Sheet and as invoiced, (i) the payment due per the invoice; plus (ii) any interest calculated at the Interest Rate as specified on the Credit Term Sheet calculated on each Draw and/or Advance made during a previous credit period for which only partial payment was made; plus (iii) the aggregate amount of all Draws and Advances made during the current credit period; plus (iv) any late fees then

¹ The capitalized terms “Transactions”, “Relay System”, and any other capitalized term not specifically defined herein shall have the meaning ascribed to such term(s) in the Member’s applicable MSA.

due and owing (each a “Late Fee”) as specified on the Credit Term Sheet.

b. Auto-Pay Enrollment. To the extent Member enrolls in auto-pay, Member hereby agrees and acknowledges that Relay may withdraw funds from the Member’s provided bank account via electronic funds transfer to collect any amounts due and owed to Relay pursuant to Section 3(a) above, and hereby expressly provides authorization for Relay to do so. Any auto payment returned for non-sufficient funds will incur a processing fee as set forth in the Credit Term Sheet, which will be debited upon the next invoice processing date along with the then due invoice. This authority is to remain in full force and effect until Relay has received timely written notice from Member otherwise.

4. Application of Payments and Early Payments. Payments will be applied first to unpaid fees, then to interest due, and then to any unpaid balance on any Draw or Advance taken hereunder. Member or any Signer may pay any amounts due to Relay or any portion of such amounts at any time prior to the due date for such amounts due without penalty.

5. Default and Penalty APR. In the event the Member defaults on its obligations hereunder, a penalty interest (“**Penalty APR**” or “**Interest**”) as specified on the Credit Term Sheet shall apply to any outstanding past due balance. The Penalty APR will apply if the Member defaults on this Agreement. Member shall be deemed to be in default of this Agreement if (i) Member fails to remit payment to Relay in accordance with the terms of this Agreement; (ii) Member breaches this Agreement or the MSA in any way or to any extent; (iii) any representation or warranty made by Member is or becomes materially incorrect or misleading; (iv) Member files, or has filed against it, any petition in bankruptcy, insolvency, receivership, or reorganization or any other petition for relief under any debt relief law or the entry of an order appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of the Member; and (v) the insolvency, dissolution, reorganization, assignment for the benefit of creditors, or any other material adverse change in the financial condition of Member. Under such circumstances, the Penalty APR will apply until the account is returned to good standing and Relay reserves the right, at Relay’s sole and absolute discretion, which may be exercised for any or no reason, to suspend or cancel the Line of Credit, in which case the Member shall repay the aggregate amount of all Draws and/or Advances outstanding as of the date of such suspension or cancellation plus any and all Late Fees and interest at the Interest Rate and the

Penalty APR due within three (3) business days thereof.

6. Compliance.

a. Compliance with Laws. In performing their duties under this Agreement, each Party agrees to comply with all applicable international, federal, state, or local law, regulation, rule, or ordinance (“**Laws**”). The Member agrees to cooperate and provide information reasonably requested by Relay to facilitate Relay’s compliance with any applicable Laws.

b. Know Your Customer. The Member acknowledges and understands that Relay and its affiliates who help operate the Relay System may be subject to various so-called “know your customer” Laws, including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (“**USA PATRIOT Act**”). Relay hereby notifies the Member that, pursuant to the requirements of the USA PATRIOT Act and 31 C.F.R. § 1010.230 (the “**Beneficial Ownership Regulation**”), Relay may be required to obtain, verify, and record information that will allow Relay and its affiliates to identify the Member in accordance with the USA PATRIOT Act, the Beneficial Ownership Regulation, and other similar Laws, and the Member agrees to provide such information from time-to-time to Relay upon request. For Relay’s continued compliance with banking and credit underwriting standards, Member will provide Relay with notice of (i) any change in Member’s legal structure or legal name; (ii) any consolidation, merger, or sale of Member’s business or all or a substantial part of Member’s assets; or (iii) any change in control of Member. Relay reserves the right to make any modifications to this Agreement Relay deems necessary in the event of any of the changes made by Member as referenced in the prior sentence.

7. No Assignment. The rights granted hereunder are and shall be personal to Member and shall not be assigned by any act of the Member or by operation of Law, without the prior written consent of Relay, which shall not be unreasonably withheld. Relay may assign its rights and obligations under the Agreement without the approval of the Member, but shall provide written notice of such assignment to the Member.

8. Force Majeure. Relay shall not be liable for, or be considered in breach of or default under this Agreement on account of any delay or failure to perform its obligations hereunder as a result of any causes or conditions that are beyond Relay’s reasonable control and that Relay is unable to

overcome through the exercise of commercially reasonable diligence.

9. Indemnification. The Member hereby agrees to indemnify Relay and its directors, officers, employees, attorneys, affiliates, agents, advisors, and representatives (each, an “**Indemnified Party**” and, collectively, the “**Indemnified Parties**”) from, and hold each of them harmless against, any and all losses, liabilities, claims, damages, or expenses (including, without limitation, the fees and disbursements of counsel) incurred by or asserted against any of them by any person (including the Member or a Signer) arising out of, in connection with, by reason of or relating to this Agreement, the Line of Credit, any Draw, Advance or other request for payment under the Line of Credit, the protection of Relay’s rights with respect to this Agreement, or the enforcement of the Member’s obligations hereunder, or any actual or prospective claim, investigation, litigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Member, and regardless of whether any Indemnified Party is a party thereto; provided that such indemnity shall not be available to any Indemnified Party to the extent that such losses, liabilities, claims, damages, or expenses are determined by a final and non-appealable judgment of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of such Indemnified Party.

10. Damages Limitation.

a. Damages Waiver. To the fullest extent permitted by applicable law, the Member shall not assert, and hereby waives, any claim against Relay or any Indemnified Party on any theory of liability for special, indirect, consequential, or punitive damages (as opposed to direct or actual damages) arising out of, in connection with or as a result of this Agreement, the Line of Credit, any Draw, Advance, or request for any payment under the Line of Credit, the protection of Relay’s rights with respect to this Agreement, or the enforcement of the Member’s obligations hereunder. Under no circumstances shall Relay’s liability hereunder exceed the total sums advanced to the Member (and any Signer) during the prior twelve (12) month period.

b. Errors of Others. Relay shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Transactions, Draws or Advances may be originated, transacted, or through which Relay may receive or transmit information, and no such entity shall be deemed an agent of Relay.

11. Acceleration. The principal and interest owing under any indebtedness made and arising pursuant to this Agreement shall immediately become due and payable without notice, presentment, demand, protest, or notice of protest of any kind, all of which are expressly waived by the Member in the event that:

a. The Member, without Relay’s prior written consent, defaults in the performance or observance of any of the covenants contained herein;

b. Any sum payable on account of principal or interest is not paid within twenty (20) days after it becomes due;

c. The Member suffers a substantial material change in financial condition or Dun and Bradstreet or another credit rating agency reports the Member as having a high risk or unstable financial standing;

d. The Member becomes insolvent;

e. The Member becomes a debtor under the Title 11 of the U.S. Code (“Bankruptcy Code”).

12. Security. As and for security for repayment of the sums advanced hereunder, the Member agrees to give Relay a security interest in, and the right to draw down upon default, any Relay Account maintained by the Member and/or Relay on the Member’s behalf in connection with the Member’s use of the Relay System pursuant to the MSA. Unless otherwise agreed in writing between Relay and Member, as further security hereunder, Member consents to providing Relay with a secured interest in Member’s tangible and intangible assets, including, but not limited to, Member’s trucks, trailers, equipment, accounts, receivable, and other assets (the “**Collateral**”). Member consents to Relay filing a UCC-1 lien on any of Member’s assets whenever and wherever the assets are located, when necessary. Member and any Signer also agree to promptly provide Relay with adequate assurances if Relay has concern over Member’s or Signer’s ability to honor the terms of this Agreement. Member further acknowledges and agrees, at Member’s own expense, to reasonably cooperate, take such other and further actions, and to execute any documents necessary for Relay to perfect any security interest in such Collateral.

13. Commercial Purpose. The Member acknowledges and agrees that this Agreement, the MSA, any and all Draws, Advances or other funding hereunder, and any and all of Member’s obligations under this Agreement are for business or commercial purposes and that with respect to this Agreement, and any and all related transactions, the Member is not a “consumer” as

that term is defined in the Uniform Commercial Code, Georgia Code Annotated, §§ 11-1-101, et seq. The Member further acknowledges and agrees that the Member does and shall not have any rights under the U.S. Fair Debt Collection Act (FDCA), the U.S. Fair Credit Reporting Act (FCRA), any state or local analogues to these laws, or any other law intended to provide protections to consumers who enter into financial transactions for non-commercial purposes.

14. Disputes.

a. Disputed Amounts. If Member believes any amount due Relay is not owed or the accounting for such amount due is incorrect (each a “**Disputed Amount**”), Member must bring the Disputed Amount to Relay’s attention in writing to Relay’s Legal Department prior to the due date for the payment of the Disputed Amount. If Member does not bring a Disputed Amount to Relay’s attention in writing prior to the due date for such Disputed Amount, Member must pay the Disputed Amount to Relay while the dispute is pending. All discrepancies or disputes must be sent in writing to Relay within sixty (60) days from the date on which the disputed item first appears on Member’s account statement or the Credit Term Sheet **or such dispute will be considered final and binding and unconditionally waived by Member and Signer.** Any Disputed Amount brought to Relay’s attention should detail Member’s name and account number, the specific transaction or transactions being disputed, the total dollar amount of the dispute, as well as a description or possible explanation for the possible error.

b. Choice of Law and Venue. This Agreement is governed by, and shall be construed and interpreted, and all rights and obligations hereunder shall be determined, in accordance with, the laws of the State of Georgia.

c. Arbitration. The Parties hereby waive their rights to institute litigation with respect to any dispute arising under this Agreement and consent instead to be bound by the results of the dispute resolution process of this Section provided, however, that the foregoing shall not affect the right of a Party to seek judicial confirmation or relief after the entry of a Decision (as defined below) by an Arbitrator (as defined below) which is not complied with within the time required therein. In the event that a dispute or disagreement arises that cannot be amicably resolved, either Party may apply to the American Arbitration Association (“AAA”) for arbitration and the appointment of an arbitrator (“**Arbitrator**”). The arbitration process shall be conducted by the Arbitrator at a location in or near Cobb County, Georgia, or the U.S. District Court for the Northern District of Georgia selected by the Arbitrator, and

shall be conducted under the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.*, subject to this Agreement, any other documents executed by the Parties and Law. Except as provided herein, the Arbitrator shall follow the rules of the AAA, but shall have discretion to vary from those guidelines in light of the nature or circumstances of any particular disagreement. Discovery rules and the extent and scope of discovery with respect to any dispute shall be in the sole discretion of the Arbitrator.

The Parties shall cooperate in good faith to permit a conclusion of the arbitration hearing within sixty (60) business days following the appointment of the Arbitrator (including, but not limited to, making representatives available for the arbitration), and shall endeavor to submit a joint statement setting forth each dispute to be resolved, including a summary of each Party’s position on each dispute. In all events, unless waived by the Parties, the Arbitrator will conduct an arbitration hearing at which the Parties and their counsel shall be present and have the opportunity to present and examine the evidence presented by the other Parties. The proceedings at the arbitration hearing shall, unless waived by the Parties, be conducted under oath and before a court reporter. Upon the conclusion of the arbitration hearing, the Arbitrator shall render a decision with respect to each individual dispute. The decision of the Arbitrator with respect to any dispute shall be final and binding on all Parties. As part of its decision, an Arbitrator acting as an arbitrator hereunder may render a decision compelling specific performance by a Party of its obligations under this Agreement.

The cost of resolving any dispute pursuant to arbitration, as described in this Section, shall be borne by the non-prevailing party as determined by the Arbitrator who acts as arbitrator with respect to such dispute.

d. No Right to Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY BASED UPON, ARISING OUT OF, OR OTHERWISE RELATING TO, THIS AGREEMENT, THE LINE OF CREDIT, ANY ADVANCE OR REQUEST FOR AN ADVANCE UNDER THE LINE OF CREDIT, OR THE ENFORCEMENT OF THE MEMBER’S OBLIGATIONS HEREUNDER WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY.

15. Waiver and Amendment. This Agreement may not be amended or compliance

with its terms waived, orally or in writing, except by a writing signed by an authorized officer of Relay. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the non-breaching or non-defaulting Party.

16. Entire Agreement. This Agreement is in addition and subject to the relevant MSA, but contains the entire agreement and understanding between Relay and the Member with respect to the specific subject matter herein and supersedes all prior agreements and understandings relating to that specific subject matter hereof.

17. Severability. Should any term, clause, or provision of this Agreement be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be construed to most closely reflect the original intent of the Parties.

18. Electronic Signatures, Execution, and Affirmation. The words “execution,” “signed,” “signature,” and words of similar import herein shall be deemed to include electronic or digital signatures or electronic records, each of which shall be of the same effect, validity, and enforceability as manually executed signatures or a paper-based record-keeping 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 U.S.C. §§ 7001 to 7031), the Uniform Electronic Transactions Act (UETA), or any state law based on the UETA; *provided, however*, that Relay is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by Relay pursuant to procedures approved by it; *and provided further, however*, that Relay reserves the right to require, at any time and at its sole discretion, the delivery of manually executed counterpart signature pages to this Agreement, and the Member and/or Signer agrees to promptly deliver such manually executed counterpart signature pages. Without limiting the generality of the foregoing, each of Relay and the Member and/or Signer (i) agrees that, for all purposes, including in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings, or litigation among Relay and the Member and/or Signer, electronic images of this letter (including with respect to any signature pages hereto) shall have the same legal effect, validity, and enforceability as any paper original; and (ii) waives any argument, defense or right to contest the validity or enforceability of this letter based solely on the lack of paper original

copies of this letter, including with respect to any signature pages hereto.

