

negligent act or omission of Company or any of its employees, agents, independent contractors or customers, any unauthorized transmission by Company of data from Company, any unauthorized entry by Company of information into the 5(\$< System, or any use by Company of the 5(\$<System or the any use by Company of the REPAY System or the Services other than in strict compliance with the procedures and terms set forth in this Agreement. The indemnification provisions hereof shall survive the expiration or earlier termination of this Agreement.

E. Investigative Consumer Credit Report. An investigative or credit report may be requested in conjunction with this application and anytime in the future during the initial term and/or the renewal term. Company authorizes REPAY or any of its agents to investigate the references provided or any other statements or data obtained from Company or from any of the undersigned individuals assuming financial responsibility. You have a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested.

8. PROPRIETARY INFORMATION & NONDISCLOSURE

All systems, programs, operating instructions, documentation and know how utilized in or by the REPAY System shall be and remain the exclusive proprietary property of REPAY. Company hereby agrees to hold in the highest confidence all information that Company may receive from REPAY with respect to the REPAY System (the "REPAY Information"). Company shall disclose or provide the REPAY Information only on a need-to-know basis. Company's obligations apply to all REPAY Information, whether oral or written, in drawings or machine readable form, whether or not expressly marked "confidential," except (i) to the extent REPAY Information was lawfully in Company's possession prior to its disclosure to Company hereunder or it enters the public domain through no fault of Company; or (ii) upon reasonable prior notice to REPAY and opportunity to seek protective provisions with respect therein if the REPAY Information is required to be disclosed in connection with any kind of adversarial proceeding or (iii) if the REPAY Information is legally required to be disclosed in connection with the resolution of any dispute that may arise in connection with this Agreement provided that Company shall cooperate with in reasonable measures to protect the REPAY Information from disclosure into the public record. Company acknowledges that it may not use any of the REPAY Information for its own account except in the furtherance of its activities under this Agreement.

9. GENERAL PROVISIONS

A. Entire Agreement. This is the entire agreement between Company and REPAY with respect to the subject matter hereof, and supersedes any prior Agreement, oral or written, between Company and REPAY and/or its representatives(s). Company agrees that the failure of REPAY to enforce any terms or conditions of this agreement is not a waiver of any terms or conditions herein contained. Company agrees to abide by the terms and conditions contained in this agreement and REPAY reserves for its sole discretion to determine if all terms and conditions have been complied with by Company.

B. Governing Law. This agreement shall, in all respects, be governed by the Laws of the State of Arizona, County of Maricopa applicable to agreements executed and to be wholly performed within the State of Arizona, County of Maricopa.

C. Exclusivity. REPAY's pricing is based upon Company's exclusive use of REPAY for all ACH Network Transaction Services. Accordingly, during the Initial and any Renewal term of this Agreement, Company agrees to use and hereby appoint REPAY as its exclusive provider of ACH Network Transaction Services to Company. Further, Company may not enter into an agreement with another entity that provides ACH Network Transaction services similar to that of REPAY as contemplated in this Agreement without the written permission of REPAY.

D. Attorneys' Fees. If any action (whether legal or equitable and whether litigation or arbitration or some other proceeding) related to obligations hereunder (including obligations to a third-party beneficiary), the prevailing party (as shall be determined by the court or other adjudicator) shall be entitled to recover its reasonable attorneys' fees and costs of suit from the other party in addition to such other relief as may be granted.

E. Amendments. REPAY may change all terms and conditions set forth in this Agreement at any time upon written notice. Such changes shall supersede any previous terms and conditions. Company will be deemed to have agreed to the change if Company continues to present transactions to REPAY after 7 business days following the mailing of the notice. Company may terminate this agreement upon such change solely by written notice of Company's intentions to do so within ten (10) calendar days after receipt of amendment from REPAY.

F. Force Majeure. REPAY shall not be liable for failure or delay in performing their respectful obligations hereunder if such failure or delay is due to circumstances beyond REPAY's reasonable control, including without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, earthquake, flood, strike or other labor disturbance, interruption of or delay in transportation, or inability to obtain supplies, telecommunications services or power used in or equipment needed for the performance of the Services.

G. Status of the Parties. Nothing herein shall be construed to create a partnership, joint venture, franchise, employer-employee relationship by or between the parties' and/or REPAY. No party shall have the authority to commit or bind any other party without such party's prior written consent.