

Lead Bank/Flexbase Technologies, Inc. Business Credit Card Agreement

INTEREST RATES AND INTEREST CHARGES

Annual Percentage Rate (APR) for Purchases	0% APR if your Statement Balance is paid by your Payment Due Date. If you do not pay your Statement Balance by your Payment Due Date, Flex charges 24% on the balance until it is paid in full.
Minimum Interest Charge	None

FEES

Cash Advances	5.0% of each cash advance, minimum of \$10.
Late Payment	\$35
Returned Payment	\$35
Rush Shipping	\$15
Points Reinstatement Fee	1 free per year, then \$35

Billing Cycle

Semi-Monthly Cycle	Statement Cycles on: • 15th day of each month • Last day of each month
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Terms and Conditions

1. **Definitions.** The following terms are defined as noted below:
 - a. **"Business Card"** is a physical card, virtual card, or any other access device we may issue to a Cardholder or that you or a Cardholder may use to access your Account.
 - b. **"Balance Transfer"** means a balance transferred from another creditor to your Account.
 - c. **"Business"** is the business identified above in this Agreement.
 - d. **"Cash Advance"** is the use of your Account to obtain cash from participating automated teller machines, financial institutions, or other locations, or to obtain items that we consider cash equivalents or that a payment network or merchant has designated as a cash equivalent item, including online gambling, lottery tickets, money orders, wire transfers, casino chips, foreign currency, crypto currency, peer-to-peer payments, or similar items.
 - e. **"Cardholder"** is anyone who is issued a Card under this Agreement. Cardholder also includes any other individual or entity the Business or any Cardholder permits to use a Card or the Account.
 - f. **"Linked Bank Account"** means any of your bank or other transaction accounts to which Program Manager has knowledge of, account visibility or access to as a result of information provided by you in the application for the Account or information provided by or obtained from you through its relationship with Program Manager.
 - g. **"Primary Cardholder"** means the primary person(s) issued Business Cards under this Agreement.
 - h. **"Program Manager"** means the authorized party hereunder retained by Lead Bank who may act to perform obligations under this Agreement or enforce rights under this Agreement on behalf of Lead Bank, as applicable
 - i. **"We", "us", and "our"** is (i) Lead Bank of Kansas City, Missouri, and its successors or assignees; and/or (ii) Flexbase Technologies, Inc. Lead Bank has retained Flexbase Technologies, Inc. ("Flex") to act as its Program Manager under this Agreement.
 - j. **"You", "your", and "yours,"** means the Business.
2. **Use of Account.** Your Account allows you to request Business Cards for individual Cardholders, and you understand and agree to pay all charges, fees, interest, and any other costs that become due under this Agreement. Your Account must be used

exclusively for business related purposes, and not for personal, family or household purposes. Cardholders may use their Business Cards to buy or lease goods and obtain services ("Purchases") and to obtain Cash Advances and to take Balance Transfers wherever the Business Card is honored. You agree that you and Cardholders will not use your Account or any Business Card to engage in any transaction that may be illegal under state, federal, foreign, or international law.

3. **Credit Limit.** Your Account has a credit limit, which is the maximum amount of credit we may authorize for you under this Agreement ("Credit Limit"). We may change your Credit Limit from time to time without prior notice. You agree to keep your Account balance below your Credit Limit unless we give you prior authorization to exceed your Credit Limit.
4. **Payments and Charges:** There are two billing cycles each month, on the 15th of each month and the last day of each month. At the end of a billing cycle, your balance will be available in your Business Card dashboard. The balance will include Purchases, Cash Advances, Balance Transfers, fees, interest, and other non-interest costs that accrued on the Account during that billing cycle ("**Statement Balance**"). If you pay the Statement Balance and all other past-due Statement Balances by the "Payment Due Date" listed on your billing statement (which shall be no less than 60 calendar days after the date the billing cycle closes) you will not incur interest on the Statement Balance amount. If you fail to pay a Statement Balance in full by the Payment Due Date, we will charge you interest on the outstanding portion of that Statement Balance as described below. You may pay all or part of the balance on your Account at any time without penalty. Payments and credits for your Account will be applied first to unpaid fees, then interest, then the principal of any overdue balances in order of earliest Payment Due Date, then principal. If a Payment Due Date is scheduled for a date on which we are not open for business, then we will credit any payment received on our next business day as if it were received on the scheduled Payment Due Date.
5. **Bank Accounts; Direct Debit.** In order for Flex to provide you with your Business Card, you agree:
 - a. to provide your deposit account information, including your depository institution's name, your account number(s) and the depository institution's routing number, to Flex (each such deposit account, a Linked Bank Account as defined above);
 - b. that upon your acceptance of your Business Card, you will not change your Linked Bank Account without prior written permission from Flex;
 - c. Flex is authorized to electronically debit from any such Linked Bank Account via the national automated clearing house network ("**ACH**") your Statement Balance and any other amounts due, including charges and fees, under this Agreement.
 - d. Should You have multiple Linked Bank Accounts, Flex reserves the right to choose which account is your primary Linked Bank Account that Flex shall debit for the Statement Balances.

- e. Flex requires that you link your Linked Bank Account(s) via Plaid, or another third party service of our choosing for purposes of effecting electronic debits for the Statement Balances.
 - f. The parties agree to be bound by the terms of the NACHA Operating Rules and Guidelines with respect to all electronic fund transfers made via ACH transaction. You agree that we have the right to terminate or suspend this Agreement for breach of the NACHA Operating Rules and Guidelines in a manner that permits us to comply with the NACHA Operating Rules and Guidelines. It is your sole responsibility to obtain a copy of the NACHA Operating Rules and Guidelines and comply with your obligations thereunder. You may revoke your authorization for Flex to initiate electronic debit entries to the Linked Bank Account(s) only by providing written notice to us, and any such revocation of your authorization shall not be effective until we have had a reasonable opportunity to act upon such notice. Flex may terminate this Agreement, and/or declare you in default of this Agreement, should you revoke your authorization for Flex to initiate electronic debit entries to the Linked Bank Account(s).
 - g. You shall immediately notify Flex of any changes to your Linked Bank Account information. If Flex incurs any costs, expenses, or fines as a result of your failure to provide accurate information about your Linked Bank Account(s), your failure to notify Flex of any changes to your Linked Bank Account information, your failure to take any corrective actions as necessary as requested by Flex, or your failure to notify its depository institution of the electronic debit authorization which results in rejected transactions, you will reimburse and indemnify Flex for these costs, expenses or fines. In addition, Flex reserves the right to suspend or terminate your access to any Business Card(s) or your Account pending resolution of any issues with your electronic debit authorization or Linked Bank Account(s).
6. **Interest Charge.** Your interest rate is disclosed above in the Interest Rate and Interest Charges section of this Agreement. We impose interest on any portion of a Statement Balance that is not paid by the Payment Due Date. If you pay a Statement Balance by the Payment Due Date, you will not be charged interest on that Statement Balance. We use a method called the "Daily Balance Method (Excluding Current Transactions)." We calculate the interest charge on your Account by taking your interest rate and dividing it by the number of days in the year to determine your daily periodic rate. We then apply your daily periodic rate to the daily balance of your Account for each day in the billing cycle. To obtain the daily balance, we take the beginning balance of your Account each day and subtract any payments or credits. This gives us the daily balance. Please note that unlike some other methods, our calculation does not include any new Purchases, Cash Advances, or Balance Transfers in the daily balance.
7. **Individual and Business Liability.** Each individual who signs this Agreement on behalf of the Business agrees to be personally responsible, both individually and jointly with the Business, for payment of all balances incurred on the Account and on all Business Cards issued pursuant to this Agreement whether now or in the future. An individual who signs this Agreement on behalf of the Business will

continue to be responsible for the outstanding balance on the Account if the individual leaves the employment of the Business.

8. **Default and Collection Costs.** You will be in default if:
- a. You do not pay any amount owed under this Agreement on time, or we have a reasonable belief that you will be or are unable or unwilling to pay;
 - b. You cease to exist, change your corporate state of residency to another state, file bankruptcy, become insolvent, or have a bankruptcy or insolvency proceeding filed against you;
 - c. You exceed your Credit Limit without permission;
 - d. Violate or are unable to adhere to your Representations and Warranties in Section 17 of this Agreement;
 - e. You have given us false or incomplete information when you applied for your Account; or
 - f. You fail to perform any other obligation or requirement provided in this Agreement.

If you are in default, we may at our discretion freeze or cancel your Account and/or declare all amounts owing on your Account to be due and payable immediately, and we may assess interest as otherwise provided under the terms of this Agreement until your balance is paid in full. Unless required by law, we may take any of these actions without notice to you. If we retain an attorney or any other individual for collection or are required to take action in bankruptcy court to determine whether your debt has been discharged, you agree to be responsible for all such costs, including reasonable attorney fees and any court costs, to the extent permitted by law.

9. **Lost or Stolen Business Cards.** You are responsible for securing all Business Cards, including Business Card numbers and security codes, CVV numbers, and PINs, issued under this Agreement. You must notify us immediately if any Business Card is lost or stolen, or if you believe someone is using your Business Card or Account without your permission. You may be responsible for unauthorized use of a Business Card, which is defined as the use of a Business Card by a person, other than the Cardholder, who does not have actual, implied, or apparent authority for such use, and from which the Cardholder receives no benefit. Once you notify us that a Business Card is lost or stolen you will not be liable for any Purchases that both occur and are posted to your account after notification (you will be responsible for transactions that occur prior to notifying us, even if such transactions post to your account after you notify us). To report a lost or stolen Card or any unauthorized use, please contact us at support@flex.one or (833) 353-9267. Until you notify us, you may be liable for the unauthorized use of a Business Card. After you notify us of a lost or stolen Business Card, a Cardholder may not use a Business Card, including using the Business Card number or a virtual Business Card to make purchases without the physical Business Card being present, even if the Cardholder gets the lost or stolen Business Card back.
10. **Rewards.** Your Business Card is part of the Visa Infinite Business program, which provides you access to various rewards and benefits. In addition, we may from time to time offer you other rewards or benefits. Any rewards or benefits are not an

extension of credit. For information regarding any rewards or benefits, please see the [Flex Rewards Program](#).

11. **Disputes.** If you or any Cardholder have any questions, problems, or disputes concerning any transactions on the Account, you or Cardholder should contact us immediately. If you do not notify us within 60 days after your billing statement was updated in your dashboard, you waive your right to dispute any activity covered on that billing statement. We are not responsible for refusal by any merchant, financial institution, or automated equipment to honor or accept a Business Card. We have no responsibility and do not warrant any merchandise or services obtained using a Business Card, and any dispute concerning merchandise or services must be independently settled directly with the merchant. Regardless of any dispute you may have with a merchant, you agree to pay us all amounts owed under this Agreement.
12. **Cancelling your Account or Business Card.** We may cancel your Account or any individual Business Cards without notice, at any time, and for any reason to the extent permitted by law, regardless of whether you are in default. You may cancel your Account at any time by notifying us at support@flex.one or [\(833\) 353-9267](tel:833-353-9267). To cancel your Account, you must pay the entire outstanding balance in full. All Business Cards issued under this Agreement remain our property, and we may demand their immediate return to us. If we or you cancel your Account or any individual Business Card, the Cardholders of any cancelled Business Cards must destroy the Business Cards according to any instructions that we may provide, or if we request, the Cardholders will return the Business Cards to us by mail or in person. If your Account is cancelled by you or by us, you will pay us the amount you owe us as required by this Agreement.
13. **Nonconforming Payments.** We may at our discretion accept late payments, partial payments, checks, or money orders marked "Payment in Full" or similar language without losing any of our rights under this Agreement, including the right to collect any outstanding balance on the Account. No payment will operate as an accord and satisfaction of any amount owed unless we provide our prior written approval. All written communications concerning disputed payments or amounts, including submission of payments with limitations or payments marked "Payment in Full," must be mailed or delivered to 390 NE 191st Street, STE 8019, Miami, FL 33179.
14. **Bankruptcy.** All bankruptcy notices and related correspondence to us must be sent to the following email address: support@flex.one. You represent and warrant that you have no current intent to file any bankruptcy petition and have not consulted a bankruptcy attorney in the past six months.
15. **Foreign Transactions.** If you or a Cardholder make a purchase transaction with a Business Card in a currency other than U.S. dollars, we will convert the transaction into U.S. dollars at an exchange rate that we select in our sole discretion. The exchange rate we apply may vary from time to time and may reflect factors such as the type, amount, and currency of the transaction, the date and time of the conversion, and other factors we consider relevant. The exchange rate will typically include a margin above the rate at which we or our service providers obtain the applicable currency, and you should expect it to be less favorable than the rates we

pay or rates quoted publicly. The exchange rate applied may differ from the rate in effect on the transaction date or the posting date.

16. **Duty to Inform About Changes in Circumstances**. Our decision to offer you an Account and your Credit Limit are based on the information in your application for an Account, including information regarding any Guarantors or any individual who signs this Agreement. You agree that we may demand additional information regarding the Business or any Guarantor and to provide such information in a timely and complete manner. You understand and acknowledge that your Credit Limit may be affected by this additional information. You further agree to immediately inform us of any material change in circumstances regarding you, any Guarantor, or any individual who signs this Agreement, including changes in financial condition, business operations, ownership, or management.
17. **Your Representations and Warranties**. You represent and warrant to Flex that as of the Effective Date:
 - a. You will, at all times, have the power and authority to enter into and perform your duties and obligations under this Agreement. You have any and all documents required to facilitate the transactions contemplated by this Agreement. You have taken all necessary action to authorize your respective execution and delivery of, and performance under, this Agreement. You are not a party to any contract or aware of any existing situation that would prevent you from entering into or performing your obligations under this Agreement.
 - b. Should the undersigned be a representative of your Business, said representative warrants, in executing this Agreement, that they are authorized on behalf of your Business to do so, are at least 18 years of age, and have the legal capacity and all necessary authority to bind your Business to this Agreement.
 - c. Your Business is not subject to any claims, charges, liens, restrictions, or security interests where the third party holding a security interest in your current or future sales is currently exercising its remedies.
 - d. You have the requisite corporate power and authority and the legal right to own, pledge, mortgage or otherwise encumber and operate your properties and to conduct your Business. You possess and are in compliance with all permits, licenses, approvals, consents and any other authorizations from or by, and have made all filings with, and have given all notices to, all governmental departments, commissions, boards, bureaus, agencies or instrumentalities, domestic or foreign, having jurisdiction over you (together, "**Governmental Authorities**"), to the extent necessary to conduct your Business. You are validly existing and in good standing under the laws of the jurisdiction of your incorporation, organization, or formation and are duly qualified under any applicable laws of any other jurisdiction in which you conduct business. You are in compliance with all applicable laws, statutes, rules, regulations, orders, or restrictions, including those of all applicable Governmental Authorities

- e. The execution of this Agreement will not conflict with (x) any applicable federal, state, or local laws or regulations, and (y) your articles or certificate of incorporation, bylaws, or other organizational documents.
 - f. You have timely filed and paid, and will timely file and pay, all federal, state, local, and foreign tax returns, and tax reports. All such returns and reports are and will be true, correct, and complete.
 - g. You have no material liabilities or pending material liabilities that would prevent you from performing or satisfying your obligations under this Agreement and, to the best of your knowledge, know of no material contingent liabilities, except current liabilities incurred in the ordinary course of business, that would prevent you from performing or satisfying your obligations under this Agreement.
 - h. Your performance under this Agreement does not and will not conflict with other agreements to which you are a party or beneficiary. Additionally, your performance under this Agreement will not result in (i) any violation or default of other agreements; (ii) any entitlement of any person or entity to receipt of notice or right of consent; (iii) a right of termination, cancellation, guaranteed rights, or acceleration of any obligation or to loss of a benefit; or (iv) the creation of any claim on the properties or assets of your Business.
 - i. There is no action, suit, claim, investigation, or legal, administrative, or arbitration proceeding pending or currently in existence, filed, or threatened (whether at law or in equity) against you by any third-party in court or in arbitration or before any Governmental Authority against you.
 - j. You have not declared bankruptcy within the past seven years and as of the Effective Date of this Agreement are not currently contemplating the filing of a bankruptcy proceeding or closing or materially modifying your Business. As of the Effective Date of this Agreement you are solvent and financially capable of fulfilling your obligations under this Agreement.
 - k. No agreement has been made or entered into under which a third-party may claim any deduction, garnishment, or discount against your current or future sales, accounts, receivables, contracts, or business revenue.
 - l. You have applied for a Business Card solely for business purposes and not for personal, family or household use. Any Business Card extended under this Agreement is solely for business purposes and not for personal, family or household use. Additionally, Your Linked Bank Account(s) was(were) not established for personal, family, or household purposes.
18. **Sharing Your Information.** We may share your information and information of any Guarantor or any individual who signs this Agreement that we obtain in the course of providing services under this Agreement with any person or company for the purpose of processing transactions, maintaining your Account, and providing you with services under this Agreement, including but not limited to Visa® USA, Inc., its Members, their respective contractors, and our own service providers and contractors. In addition, we may share your information and the information of any Guarantor or any individual who signs this Agreement that we obtain in the course

of providing services under this Agreement for the purposes of offering our products and services, offering products or services from third parties that we believe may be of interest, and otherwise as permitted by law. The use of your Card and your Account shall be governed by Flex's [Privacy Policy](#) and the [Privacy Policy](#) of Lead Bank.

19. **Obtaining Credit Reports and Sharing Information with Consumer Reporting Agencies.** You authorize us to obtain information about the Business, any Guarantor, and each individual who signs this Agreement from credit reporting agencies and other sources as part of your application for an Account, for servicing or collecting on your Account, to consider you or any Guarantor for other products or services, and for any other purpose permitted by law. In addition, we may report information about your Account to credit bureaus in the name of the Business, any Guarantor, and/or each individual who signs this Agreement, as appropriate and permitted by law. Late payments, missed payments, or other defaults on your Account may be reflected in these credit reports. If you believe information we have given to a credit reporting agency is incorrect, write to us at: support@flex.one. Please identify the specific information you believe is incorrect and provide your name, address, and contact information so we may respond.
20. **Changes in Terms.** We may at any time change, add to, or delete any of the terms and conditions in this Agreement to the extent permitted by applicable law. Any change to the Agreement under this section will apply both to new transactions and to the outstanding balance on your Account, unless prohibited by applicable law.
21. **No Waiver.** We may delay enforcing or waive any of our rights under this Agreement without affecting our other rights. If we waive a right at one time, we do not thereby agree to waive the same right or any other rights in the future.
22. **No Transfer.** You may not assign or transfer any of your obligations under this Agreement, your Account, or any Business Card issued under this Agreement without our prior written approval. We may transfer or assign our rights or obligations in whole or in part under this Agreement, your Account, or your Account balance to any other person or entity without advance notice to you except as required by applicable law.
23. **No Warranty.** THE SERVICES CONTEMPLATED BY THIS AGREEMENT ARE PROVIDED AND MADE AVAILABLE STRICTLY ON AN "AS IS, AS AVAILABLE" BASIS. FLEX DOES NOT WARRANT THE ACCURACY, ADEQUACY, OR COMPLETENESS OF SUCH SERVICES AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS RELATED THERETO. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUSES OR ANY OTHER HARMFUL OR CORRUPTED FILES, ARE HEREBY DISCLAIMED AND FLEX SHALL HAVE NO LIABILITY OR RESPONSIBILITY RELATED THERETO, IN EACH CASE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

24. **Limitation of Liability.** YOUR USE OF THE SERVICES IS AT ITS OWN RISK. NEITHER FLEX NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES WILL BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, PUNITIVE, SPECIAL, COVER, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING FOR EXAMPLE, LOSS OF GOODWILL, DATA, REVENUE, PROFITS, SAVINGS, USE OR ECONOMIC ADVANTAGE), OR CLAIMS OF THIRD PARTIES ARISING OUT OF, OR RELATING TO, YOUR USE OF OR ACCESS TO THE SERVICES, HOWEVER CAUSED, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PROPRIETARY RIGHTS INFRINGEMENT, PRODUCT LIABILITY, OR OTHERWISE AND YOU HEREBY WAIVES ANY AND ALL RELATED CLAIMS AGAINST FLEX AND ITS AFFILIATES, AGENTS, REPRESENTATIVES, AND LICENSORS.

25. **Indemnification.** You agree to indemnify and hold harmless Flex, its affiliates and their respective officers, directors, employees and agents (the "Indemnified Parties") against and save the Indemnified Parties harmless from any and all manner of suits, claims, liabilities, demands and expenses (including reasonable attorneys' fees and collection costs) resulting from or arising out of the use of the Services or marketing of the Services, whether directly or indirectly, including the transactions or relationships contemplated thereby and hereby, and any failure by you to perform or observe its obligations under this Agreement.

26. **Choice of Law, Venue.** This Agreement shall be governed by the laws of the State of Missouri except to the extent preempted or governed by federal law. Except where prohibited by law, any claims arising out of or relating to this Agreement, our services, or to your relationship with Lead Bank or Program Manager that for whatever reason are not required to be arbitrated or filed in small claims court, will be litigated exclusively in the federal or state courts located in Kansas City, Missouri, U.S.A. You, Lead Bank and Program Manager consent to the exercise of personal jurisdiction of courts in the State of Missouri and waive any claim that such courts constitute an inconvenient forum.

27. Arbitration Agreement.

- a. You and Flex agree that other than any disputes, issues, claims, or controversies surrounding Your payment obligations or non-payment of monies obligated to be paid under this Agreement, any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof, including the scope or applicability of this agreement to arbitrate (collectively "Disputes"), shall be determined by arbitration in Kansas City, Missouri or via video conference.
- b. You and Flex, and any successors or assigns, agree that any and all disputes, issues, claims, or controversies surrounding Your payment obligations or Your non-payment of monies obligated to be paid under this Agreement ("Payments Dispute"), will be submitted to the jurisdiction and venue exclusively in the federal or state courts located in Kansas City,

Missouri, U.S.A. You agree that Flex is not required to bring an arbitration action with regard to any Payments Dispute(s) and shall resolve any Payments Dispute through a court of competent jurisdiction.

- c. The arbitration shall be administered by AAA or JAMS pursuant to their Commercial Arbitration Rules and Mediation Procedures or their Comprehensive Arbitration Rules and Procedures, respectively. A single arbitrator shall be agreed upon by the parties or, if the parties cannot agree upon an arbitrator within thirty (30) days, then the parties agree that a single arbitrator shall be appointed by AAA or JAMS. The arbitrator may award attorneys' fees and costs as part of the award. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction. Notwithstanding the foregoing, either party shall have the right to seek temporary relief in any court of competent jurisdiction.
- d. **Arbitration Provision Is Optional.** YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION, BUT YOU MUST EXERCISE THIS RIGHT PROMPTLY. If you do not wish to be bound by this agreement to arbitrate, you must notify us in writing within thirty (30) days after the Effective Date and must send your request via email to arbitration@flex.one or via regular mail to 390 NE 191st Street, STE 8019, Miami, FL. The request must include your full name, address, business name, d/b/a name (if applicable), and the statement "I reject the Arbitration Provision contained in my Business Card Agreement." If you exercise your right under this Section to reject arbitration, the other terms of this Agreement shall remain in full force and effect as if you had not rejected arbitration. Opting out of this arbitration provision has no effect on any other or future arbitration or mediation agreements that you may have with us. If you don't provide Flex with an arbitration opt-out notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any dispute arising out of or related to this Agreement except as expressly set forth above.
- e. **CLASS ACTION WAIVER.** To the fullest extent permitted by applicable law, you and Flex each agree that any dispute arising out of or in connection with this Agreement, whether a Dispute or Payments Dispute, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. For any and all Payments Disputes. You and we also agree to waive the application of the Class Action Procedure of AAA or JAMS in any arbitration proceeding initiated under this Agreement. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. For any Dispute, the arbitrator(s) may not consolidate more than one party's claims and may not otherwise preside over any form of a representative or class proceeding.
- f. **WAIVER OF JURY TRIAL.** ALL PARTIES TO THIS AGREEMENT, EACH, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER

BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

- g. For any Payments Dispute, each party shall bear the costs of litigation separately and on their own behalf. Notwithstanding the foregoing, the prevailing party shall be entitled to any and all costs, collections fees, attorney's fees, and expenses it has reasonably incurred in connection with all aspects of its claims or defenses upon which it prevails. Any opposing awards of costs and legal fees awards will be offset
 - h. Conflict of Rules for Arbitration. For any Dispute, in the case of a conflict between the provisions of this Section and the rules governing arbitration identified above, the provisions of this Section will prevail. If any provision of this Agreement to arbitrate is held invalid or unenforceable, it will be so held to the extent required by Law and all the other provisions will remain valid and enforceable.
 - i. This Arbitration clause shall survive (i) termination of this Agreement, (ii) bankruptcy of any party, and (iii) breach of the terms of this Agreement by any party.
28. **Severability.** In the event that any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction for any reason, that provision of the Agreement will be severed from this Agreement, and the remaining provisions of this Agreement will remain in effect. No provision of this Agreement shall be interpreted to impose an interest rate in excess of the highest lawful rate permissible under any applicable usury laws. If we receive as interest any amounts that exceed the highest lawful rate, the excess interest shall be applied to reduce the Account balance under this Agreement or shall be refunded to you at our discretion.
29. **Entire Agreement and Headings.** This Agreement, as amended, is the entire Agreement between you and us and supersedes any and all prior written and/or oral agreements that may have existed regarding your Account. The headings in this Agreement are for convenience only and are not intended to define or describe the scope or intent of any portion of this Agreement.