Merchant Cash Advance Agreement

Last updated January 2026

This Merchant Cash Advance Agreement ("**Agreement**"), dated as of the signature below ("**Effective Date**"), is between {{business_name}} (the "**Merchant**", "**You**", or "**Your**") and **Keep Technologies Inc., a Delaware Corporation** ("**Keep**", "**We**", "**Us**", "**Our**" or "**Buyer**"). Please read this Agreement carefully as it contains the terms and conditions for Our purchase of a portion of Your future revenue and constitutes a binding contract with You for the purchase of this revenue.

1. Definitions

In addition to terms defined elsewhere in this Agreement, the following terms have the meanings set forth below:

"**Monthly Revenue**" means, for any calendar month, the Merchant's gross revenue actually received and settled during that month, net of refunds, chargebacks, and reversals, as reasonably determined by Keep from bank statements, payment processor statements, or other financial records provided by or on behalf of Merchant. Monthly Revenue is calculated on a cash basis (i.e., when funds are received, not when sales are made).

"**Specified Percentage**" means the percentage of Monthly Revenue that Merchant agrees to remit to Keep in respect of the Future Receivables, as set forth in the advance confirmation provided to Merchant.

"**Weekly Payment Cap**" means the maximum amount Keep may collect from Merchant in any week in respect of a specific advance, as set forth in the advance confirmation provided to Merchant. Each advance shall have its own Weekly Payment Cap, and if Merchant has multiple active advances with Keep, the Weekly Payment Caps are cumulative.

"**Base Weekly Payment**" for any calendar month means an amount equal to (a) the Monthly Revenue for the prior calendar month, multiplied by (b) the Specified Percentage, divided by (c) 4.33.

"**Weekly Payment**" means, for any week during the collection period, the lesser of: (i) the Base Weekly Payment for the applicable calendar month, and (ii) the Weekly Payment Cap.

"**Payment Day**" means the day of the week on which Weekly Payments will be collected, as specified in the advance confirmation provided to Merchant.

"**Total Purchased Amount**" means the total amount of Future Receivables purchased by Keep under this Agreement, equal to the Capital Amount plus the Capital Fee, as set forth in the advance confirmation.

2. Purchase of Receivables and Payment

As set forth in this Agreement, You agree to sell and Keep agrees to buy a portion ("**Specified Amount**") of Your future receivables ("**Future Receivables**"), the amount of which shall be communicated to You prior to completion of the sale. In consideration for the sale of Your Future Receivables, We will pay to You an amount equal to the "**Capital Amount**" set forth in Your advance confirmation. Your Future Receivables are defined as all payments made to You by cash, check, electronic transfer, or other form of monetary payment that You receive from selling Your goods or services. You agree to sell to Keep all rights and title to Your Future Receivables in an amount equal to the Specified Amount. You also agree to pay the "**Capital Fee**" set forth in Your advance confirmation and any other fees ("**Assessed Fees**") charged by Keep in consideration of the sale of Your Future Receivables, the amount of which shall be communicated to You prior to the completion of the sale of Your Future Receivables to Us.

Upon completion of the sale of Your Future Receivables to Us, Our right and title to the Specified Amount of Future Receivables shall continue until such time that the Total Purchased Amount has been fully delivered to Keep. There are no costs or discounts associated if you deliver the Total Purchased Amount faster than initially estimated. You are responsible for delivering the full Capital Fee regardless of how quickly the Total Purchased Amount is delivered.

You agree to collect the Future Receivables on our behalf and remit Weekly Payments to Keep until the Total Purchased Amount has been delivered in full. Each calendar month, Keep will calculate the Base Weekly Payment using the prior calendar month's Monthly Revenue multiplied by the Specified Percentage, divided by 4.33 to approximate a weekly amount. The actual Weekly Payment collected will be the lesser of (i) the Base Weekly Payment for that month and (ii) the Weekly Payment Cap.

If Your Monthly Revenue decreases in any month, Your Base Weekly Payment will automatically decrease in the following month, and the collection period will extend accordingly until the Total Purchased Amount has been delivered. If Your Monthly Revenue increases, Your Weekly Payment will not exceed the Weekly Payment Cap, but the Total Purchased Amount may be delivered more quickly, shortening the collection period.

Merchant, as a Merchant, and Keep, as a buyer, intend that the purchase and sale of Future Receivables under this Agreement is and shall be at all times a true sale, transfer, assignment, and conveyance of such Future Receivables without recourse on all relevant books, records, financial statements, and other applicable documents and shall be given effect as such for all purposes, rather than a pledge or assignment of only a security interest.

THE PURCHASE OF FUTURE RECEIVABLES DOES NOT AND SHALL NOT CONSTITUTE A LOAN AND MERCHANT AGREES AND ACKNOWLEDGES THAT YOU ARE NOT ENTERING INTO A LOAN ARRANGEMENT WITH KEEP.

The sale of Future Receivables shall be, subject to the terms of this Agreement, absolute and irrevocable, providing Keep with the full risks and benefits of ownership of such Future Receivables such that the amounts payable under such Future Receivables would not be property of Merchant's estate in the event of Merchant's bankruptcy.

3. Acceptance of Agreement

If You do not agree to these terms, You may not accept all or any portion of the Capital Amount from Keep.

You may not access or use the Capital Amount or accept this Agreement if You are not of legal age to form a binding contract with Keep, Your business is not located in the United States, or You are prohibited by law from using the Capital Amount or the services offered, operated or made available to you by Keep (collectively, the "**Services**") through websites or mobile applications owned and operated by Keep.

Notwithstanding the foregoing and notwithstanding any other provision of this Agreement, based on the nature of Your sales and the fact that Keep may not have direct knowledge as to all of Your sales activity You may conduct across multiple internet marketplaces ("**Platforms**"), Keep reserves the right to rescind, reject, and void any and all offers We may have made for any capital advance amount for which You may be pre-approved based on Keep's eligibility criteria and/or in its sole discretion.

4. Bank Accounts

a. To accept the Capital Amount, You agree:

   i. to provide Your deposit account information, including Your depository institution's name, Your account number(s) and the depository institution's routing number, to Keep (each such deposit account, a "**Linked Bank Account**");

   ii. that upon Your acceptance of the cash advance, You will not change Your Linked Bank Account without prior written permission from Keep; and

   iii. that Keep is authorized to electronically debit from any such Linked Bank Account via the national automated clearing house network ("**ACH**") the Weekly Payment amount once per week on the Payment Day specified in Your advance confirmation, any other amounts due from You from time to time, including Assessed Fees, and further authorize Keep to verify Your bank account by crediting and debiting an amount of no more than $1.00 to Your Linked Bank Account.

b. Should You have multiple Linked Bank Accounts, Keep reserves the right to choose which account is Your primary Linked Bank Account that Keep shall debit for the Weekly Payment.

c. Keep 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 Weekly Payments.

d. Keep will determine Your Monthly Revenue for each calendar month based on deposits to Your Linked Bank Account, bank statements, payment processor statements, or other financial records reasonably available to Keep, which may include data obtained through third-party services such as Plaid. At the beginning of each calendar month, Keep will calculate the Base Weekly Payment using the prior calendar month's Monthly Revenue and notify Merchant of the Weekly Payment amount that will be collected during that month. Merchant agrees to provide Keep with access to such records as reasonably requested to calculate Monthly Revenue.

e. Keep will automatically recalculate the Base Weekly Payment at the beginning of each calendar month based on the prior calendar month's Monthly Revenue. The Weekly Payment for the upcoming month shall be the lesser of (i) the recalculated Base Weekly Payment and (ii) the Weekly Payment Cap. Keep will provide notice to Merchant of the Weekly Payment amount for the upcoming month prior to the first Payment Day of that month. If Merchant believes Keep has incorrectly calculated the Monthly Revenue or Base Weekly Payment, Merchant must notify Keep in writing at support@trykeep.com within thirty (30) days of receiving notice of the Weekly Payment amount. Upon Keep's reasonable verification of Merchant's documentation, Keep shall adjust future Weekly Payments if the Monthly Revenue was materially miscalculated. Any adjustment will apply prospectively to future Weekly Payments and will not result in refunds of previously collected amounts unless Keep determines, in its sole discretion, that a refund is warranted.

f. Merchant hereby authorizes Keep to initiate electronic debit entries to Merchant's Linked Bank Account(s) to collect the Weekly Payment once per week on the Payment Day specified in Merchant's advance confirmation, to collect any other amounts due from Merchant arising under this Agreement, and if necessary, to electronically debit or credit any such Linked Bank Account to correct any electronic credits or debits made in error or resulting from fraud.

g. Merchant agrees to deposit the proceeds collected from the Future Receivables into Merchant's Linked Bank Account(s) and will be held responsible for any fees or costs incurred by Keep resulting from a rejected electronic debit entry attempt for any reason, including those due to nonsufficient funds, or an Event of Default (as defined herein). Merchant agrees that it is responsible for ensuring that an amount equal to at least the Weekly Payment remains in the Linked Bank Account and Keep is not responsible for any overdrafts or rejected transactions that may result from Keep electronically debiting the specified amounts under the terms of this Agreement.

h. 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 Keep 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. Keep may terminate this Agreement, or suspend or terminate Your access to, or use of, the Services, in accordance with Section 26 of this Agreement if You revoke Your authorization for Keep to initiate electronic debit entries to the Linked Bank Account(s).

i. Merchant shall immediately notify Keep of any changes to its Linked Bank Account information. If Keep incurs any costs, expenses, or fines as a result of Merchant's failure to provide accurate information about its Linked Bank Account(s), its failure to notify Keep of any changes to its Linked Bank Account information, its failure to take any corrective actions as necessary as requested by Keep, or its failure to notify its depository institution of the electronic debit authorization which results in rejected transactions, Merchant will reimburse and indemnify Keep for these costs, expenses or fines. In addition, Keep reserves the right to suspend or terminate Merchant's access to

any Services pending resolution of any issues with Merchant's electronic debit authorization or Linked Bank Account(s).

j. Merchant shall not:

   i. grant any extension of time for payment of any Future Receivable,

   ii. compromise or settle any Future Receivable for less than the full amount thereof,

   iii. release in whole or in part any Future Receivable,

   iv. grant any credits, discounts, allowances, deductions, return authorizations or the like with respect to any Future Receivable, or

   v. require, request, or otherwise encourage the Platform to make payment on the Future Receivable to any third party other than Keep.

k. Each and every Merchant whose accounts are offered for purchase, are independent, non-related business enterprises with respect to Platforms for any Future Receivable. Merchant will not obtain factoring, loans, cash advances, or other financing on any Future Receivable purchased by Keep from any other source, nor shall any affiliated person or entity obtain such financing.

l. Merchant shall not create, incur, assume, or permit to exist any lien or security interest in any Future Receivable, except for the Security Interest created by this Agreement.

m. Merchant will treat Keep's purchase of any Future Receivables as a sale for tax, accounting, and financial reporting purposes.

n. Merchant will not voluntarily sell, dispose, transfer, or otherwise convey all or substantially all of its business or assets without the express prior written consent of Keep; and the written agreement of any purchaser or transferee assuming all of Merchant's obligations under this Agreement pursuant to documentation satisfactory to Keep. Except as disclosed to Keep in writing, as of the Effective Date of this Agreement Merchant has no current plans to close its Platform storefront or physical place of business either temporarily, whether for renovations, repairs, or any other purpose, or permanently.

5. Existing Advance

If You have not yet paid Your previous Specified Amount from Your prior advance in full and therefore have an outstanding advance ("Existing Advance") with Keep and are agreeing to the new Capital Amount herein, You agree and acknowledge that Keep may use Your Capital Amount to pay Your Existing Advance's outstanding balance. You further agree and acknowledge that the amount You receive in Your Linked Bank Account (the "Net Financing Amount") is lower than the total amount of Your Capital Amount, because Keep has deducted the outstanding balance of Your Existing Advance from the Capital Amount. The details of this payment have been communicated to You at the time of the offer, and are also included in the Capital Advance Details above. By agreeing to this Agreement, and using Your Capital Amount to pay the Existing Advance outstanding balance, Your Existing Advance obligations have been terminated and Your Capital Amount with Keep is solely governed by this Agreement.

For California and New York Merchants, additional details of Your Net Financing Amount are included in the Net Financing Disclosure that was provided to You prior to Your acceptance of Your offer.

6. Monthly Revenue Calculation and Verification

Merchant acknowledges and agrees that Keep calculates Monthly Revenue based on deposits to Merchant's Linked Bank Account, bank statements, payment processor statements, or other financial records reasonably available to Keep, which may include data obtained through third-party services such as Plaid. Merchant authorizes Keep to access such records to calculate Monthly Revenue and determine the Base Weekly Payment and Weekly Payment amounts.

Merchant agrees to provide Keep with accurate and complete financial records upon request, including but not limited to bank statements, sales reports, and payment processor statements. Merchant represents that all financial information provided to Keep is true, accurate, and complete, and has not been manipulated, altered, or modified in any way.

If Merchant believes that Keep has incorrectly calculated Monthly Revenue for any calendar month, Merchant must notify Keep in writing at support@trykeep.com within thirty (30) days of receiving notice of the Weekly Payment amount for that month. The notice must include documentation supporting Merchant's calculation of Monthly Revenue. Upon Keep's reasonable verification of Merchant's documentation, Keep shall adjust future Weekly Payments if the Monthly Revenue was materially miscalculated.

Merchant agrees not to disconnect any third-party service (such as Plaid) from Merchant's Linked Bank Account or any accounts used by Keep to calculate Monthly Revenue while any portion of the Total Purchased Amount remains undelivered. If Merchant disconnects any such third-party service, Keep may (i) use the most recent Monthly Revenue calculation to determine future Weekly Payments, (ii) request Merchant provide alternative documentation to calculate Monthly Revenue, or (iii) declare an Event of Default if Merchant fails to provide adequate documentation within fourteen (14) days of Keep's request.

Should any events occur that prevent Keep from obtaining accurate information about Merchant's revenue, whether intentionally or unintentionally, Merchant agrees that Keep may use the most recent available Monthly Revenue to calculate the Base Weekly Payment until accurate information is restored.

7. Credit Risk; Repurchase of Accounts; Set Off

Keep will assume the Credit Risk (as defined below) on the Future Receivables purchased by Keep, and Keep will have no recourse to Merchant if any Future Receivable purchased by Keep is not collected due solely to the occurrence of an event of assumed Credit Risk, as to any Future Receivable purchased by Keep. For this purpose, "**Credit Risk**" means that Keep will assume the risk that each Future Receivable purchased by Keep may be remitted more slowly than Keep may have anticipated or projected because the Merchant's business has slowed down, and the risk that the full Specified Amount of the Future Receivables and the Capital Fee may never be remitted because Merchant's business becomes insolvent or Merchant otherwise ceases operations in the ordinary course of business. Keep is buying the Future

Receivables knowing there are risks that Merchant's business may slow down or fail, and Keep assumes these risks in reliance upon the representations and warranties Merchant makes in this Agreement which are designed to give Keep a reasonable and fair opportunity to receive the benefit of its bargain.

8. Security Interest

a. The limited rights of recourse specified herein against Merchant are intended to provide a remedy for breach of Merchant's representations and warranties relating to the condition of the property sold, rather than to the collectability of the Future Receivables. In the event that, notwithstanding the intent of the parties hereto, any transfer and assignment of the Future Receivables is held not to be a sale but is instead held or deemed to create indebtedness or a security interest in the Future Receivables, then it is intended that

    i. this Agreement shall be deemed to be a security agreement within the meaning of Article 9 of the Delaware Uniform Commercial Code (the "UCC") and the UCC of any other applicable jurisdiction;

    ii. the conveyance of the Future Receivables provided for in this Agreement shall be deemed to be a grant by Merchant of, and Merchant hereby grants to Keep, a security interest in all of Merchant's right (include the power to convey title thereto), title and interest, whether now owned or hereafter acquired, in and to the Future Receivables, to secure such indebtedness and the performance of the obligations of Merchant hereunder;

    iii. notifications to persons holding such property, and acknowledgments, receipts or confirmations from persons holding such property, shall be deemed to be notifications to, or acknowledgements, receipts or confirmations form, bailees or agents (as applicable) of Keep for the purpose of perfecting such security interest under applicable law; and

    iv. each remittance of any collections with respect to the Future Receivables to Keep, or its assignee, under this Agreement, will have been (A) in payment of a debt incurred by Merchant in the ordinary course of business or financial affairs of Merchant and Keep and (B) made in the ordinary course of business or financial affairs of Merchant and Keep.

b. Merchant hereby grants to Keep a security interest ("Security Interest") in the Future Receivables and all proceeds arising thereunder. In no event shall Keep be a fiduciary of the Merchant, although Merchant may be a fiduciary of Keep. Merchant agrees to assist Keep in any manner necessary to perfect the Security Interest in the Future Receivables. Merchant also agrees not to grant Security Interests in the Future Receivables to any other party other than Keep.

c. Merchant irrevocably authorizes Keep to file UCC financing statements, amendments thereto and continuations thereof, necessary or desirable, to perfect and to maintain the perfection and priority of the Security Interest of Keep in the Future Receivables. This appointment is coupled with an interest and is irrevocable.

d. Notwithstanding termination of this Agreement, so long as any of Merchant's obligations owed to Keep under this Agreement remain unpaid, Keep's Security Interest in the Future Receivables purchased by Keep and related proceeds shall continue in full force and effect as security for any Specified Amount, Assessed Fees, and any other amounts (together, "Obligations") of Merchant due or that may become due under this Agreement.

9. Intellectual Property Rights

a. Except for the limited license granted to Merchant in this Agreement, Keep and its third party licensors retain all right, title and interest, including all intellectual property rights, relating to, or embodied in the Services, any related technology and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information relating thereto offered by Merchant or any other party. This Agreement does not convey to Merchant or any other Person any rights of ownership in or related to the Services or any other intellectual property rights of Keep or any other Person. Keep's name, logos and the product names are trademarks or service marks of Keep or third parties, and no right or license is granted for Merchant to use them.

b. Merchant agrees that any communication or materials it sends to Keep in connection with its use of the Services, electronically or otherwise, including but not limited to data, questions, comments, survey responses, suggestions, or submissions, is and will be treated as non-confidential and non-proprietary and may be used by Keep for any purpose including, but not limited to modification, reproduction, transmission, disclosure, publication, broadcast, and posting.

10. Bankruptcy

As of the Effective Date of this Agreement, Merchant does not contemplate and has not filed any petition for bankruptcy protection under the United States Code and there has been no involuntary petition brought or pending against Merchant. Merchant represents that it has not consulted with a bankruptcy attorney within six months prior to the Effective Date. Merchant further warrants that as of the Effective Date it does not anticipate filing a bankruptcy petition and it does not anticipate that an involuntary petition will be filed against it.

11. Appointment of Servicer

a. Keep hereby appoints Merchant as its agent to collect the Future Receivables, to remit each Weekly Payment thereupon, and to enforce Keep's rights and interests in and under each Future Receivable and to serve in such capacity until the termination of its responsibilities pursuant to Sections 13 or 26 hereof. In connection therewith, the Merchant hereby accepts such appointment and agrees to perform the duties and obligations set forth herein.

b. Notwithstanding the exercise by Keep of its right to initiate electronic debits to the Linked Bank Account(s) to effect the payment of any Weekly Payment pursuant to Section 4 hereof, the Merchant shall conduct the servicing, administration and collection of the Future Receivables and shall take, or

cause to be taken, all actions that (i) may be necessary or advisable to service, administer and collect each Future Receivable from time to time, (ii) the Merchant would take if the Future Receivables were owned by the Merchant, and (iii) are consistent with the credit and collection policies and industry practice for the servicing of accounts receivable similar to such Future Receivables.

12. Events of Default

The following events will constitute an "Event of Default" under this Agreement:

a. Merchant violates any term or covenant in this Agreement. For avoidance of doubt, Merchant's insolvency or bankruptcy does not constitute an event of default;

b. Merchant defaults in the performance of any obligations or any provision hereof;

c. Merchant misrepresents a fact in the information Merchant provides to Keep that is used to determine Merchant's eligibility, or uses or maintains a Linked Bank Account or obtains a capital advance using inaccurate or false information;

d. Merchant changes Linked Bank Accounts without Keep's permission;

e. Merchant violates any covenant, warranty, or representation contained herein or any Merchant warranty or representation proves to be false in any way as of the date such warranty or representation was made, whether material or immaterial;

f. Merchant grants a security interest in any Future Receivable purchased by Keep to another creditor and/or allows the Future Receivable purchased by Keep to become encumbered by a party other than Keep;

g. Merchant leaves, suspends operations, closes their storefront on, or discontinues sales on the Platform, for any reason other than a bona fide Credit Risk reason (as defined in Section 7); or

h. Merchant intentionally conceals, diverts, or misrepresents revenue or sales activity to reduce Monthly Revenue calculations, including but not limited to: (i) routing revenue through accounts not disclosed to Keep, (ii) providing falsified or manipulated bank statements or financial records, (iii) intentionally delaying deposits to affect Monthly Revenue calculations, or (iv) any other action taken with the intent to reduce the Weekly Payment amount owed to Keep.

13. Effect of Default

Upon the occurrence of any Event of Default, in addition to any rights Keep has under this Agreement or applicable law, Keep may immediately terminate this Agreement or suspend or terminate Your access to, or use of, the Keep Services.

Once an Event of Default has been declared, Keep shall furnish notice to the Merchant of such Event of Default. Merchant has fourteen (14) days to cure such Event of Default, or in the case of failure to deliver

the Weekly Payment, two (2) days to cure such Event of Default. If the Event of Default is not cured after notice, the full remaining balance of the Total Purchased Amount will become immediately due and payable without further notice. Upon an Event of Default, Merchant agrees and authorizes Keep to debit the remaining portion of the Specified Amount of the Future Receivables from the Merchant's account. Subject to arbitration as provided in Section 25, any remedies specified herein against Merchant are cumulative and not exclusive and shall be in addition to any other rights, powers, or remedies provided by law or equity.

14. Merchant Representations and Warranties

a. You represent and warrant to Keep that as of the Effective Date, and until full payment of the total Specified Amount and payment of the Capital Fee, except as referenced below:

   i. Merchant will, at all times, have the power and authority to enter into and perform its duties and obligations under this Agreement. You have any documents required to facilitate the transactions contemplated by this Agreement. You have taken all necessary action to authorize their 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.

   ii. Should the undersigned be a representative of the Merchant, said representative warrants, in executing this Agreement, that they are authorized on behalf of the Merchant to do so, are at least 18 years of age, and have the legal capacity and all necessary authority to bind Merchant to this Agreement.

   iii. Your Future Receivables (x) have not been sold as of the Effective Date of this Agreement, and (y) are not subject to any claims, charges, liens, restrictions, or security interests where the third party holding a security interest in Future Receivables is currently exercising its remedies.

   iv. 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 Merchant (together, "**Governmental Authorities**"), to the extent necessary to conduct Your business. Merchant is validly existing and in good standing under the laws of the jurisdiction of its incorporation, organization, or formation and is duly qualified under any applicable laws of any other jurisdiction in which Merchant does business.

   v. The execution of this Agreement will not conflict with (x) any applicable federal, state, or local laws or regulations, (y) any agreements to which You are a party, and (z) Your articles or certificate of incorporation, bylaws, or other organizational documents.

vi. 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.

vii. You have no 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. Notwithstanding the foregoing, any material liabilities arising out of or related to an event of Credit Risk are excluded from this obligation.

viii. 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 Merchant.

ix. There is no action, suit, claim, investigation, or legal, administrative, or arbitration proceeding (excluding any actions arising out of or related to an event of Credit Risk) pending or currently in existence, filed, or threatened (whether at law or in equity) or before any Governmental Authority against Merchant.

x. Merchant has not declared bankruptcy within the past seven years and as of the Effective Date of this Agreement is not currently contemplating the filing of a bankruptcy proceeding or closing or materially modifying Merchant's business. As of the Effective Date of this Agreement Merchant is solvent and financially capable of fulfilling its obligations under this Agreement.

xi. No agreement has been made under which the Platform may claim any deduction, garnishment, or discount against the Future Receivables.

xii. Merchant is in compliance with all applicable laws, statutes, rules, regulations, orders, or restrictions, including those of all applicable Governmental Authorities.

xiii. Merchant has applied for a capital advance solely for business purposes and not for personal, family or household use. Any Capital Amount 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.

15. Notice and Required Notifications

a. Merchant is required to give Keep written notice within 24 hours of any bankruptcy filing under the United States Code, whether filed by Merchant or made against Merchant by any other party.

b. Merchant is required to give Keep seven (7) days' written notice prior to the closing of any sale of all or substantially all of the Merchant's assets, stock or other equity interests.

c. Merchant will not change its legal name, entity type or state of formation, unless it has provided Keep with not less than thirty (30) days' prior notice thereof and has provided Keep with any documents, agreements and information reasonably requested by Keep with respect thereto.

d. Merchant will not change the Linked Bank Account(s) name, password or other access information relating to the Linked Bank Account(s) from which electronic debit or other payments are to be made to Keep without providing the notice as required by Section 4.

e. All notices required of the Merchant under this Section shall be provided to Keep at the following addresses: via email at legal@trykeep.com or via regular mail to 45 Arroyo Court, San Mateo, CA 94402.

f. Keep may give notices regarding the Services to Merchant by sending notice through the Keep website or any other Keep web portal used by it in connection with providing the Services, by email, or by any other reasonable means of communication. Such notices from Keep are deemed given 24 hours after transmission. Merchant agrees that its continued use of the Services thereafter will constitute Merchant's agreement to any such changes.

16. Account Statement

Keep shall, from time to time make available to Merchant a statement setting forth the Specified Amount transactions arising under this Agreement. Each such statement shall be considered correct and binding upon Merchant as an account stated, except to the extent that Keep receives, within thirty (30) days after the statement is made available to the Merchant, written notice from Merchant of any specific exceptions by Merchant to that statement, and then it shall be binding against Merchant as to any items to which the Merchant has not objected.

17. Authorization

Merchant irrevocably authorizes Keep, to exercise at any time any of the following powers until all of the Obligations of Merchant have been paid in full:

a. Receive, take, endorse, assign, deliver, accept, and deposit, in the name of Keep or Merchant, any and all proceeds of any Future Receivable purchased by Keep securing Keep's right to the Future Receivable or the proceeds thereof, which includes, for the avoidance of doubt, Keep taking and accepting any payments made by the Platform on or against the Future Receivable purchased by Keep;

b. Take or bring, in the name of Keep or Merchant, all steps, actions, suits or proceedings deemed by Keep necessary or desirable to effect collection of or other realization upon the Future Receivable purchased by Keep;

c. Pay any sums necessary to discharge any lien or encumbrance which is senior to Keep's security interest the Future Receivables, which sums shall be included as Obligations under this Agreement;

d. File in the name of Merchant or Keep or both, (i) mechanics lien or related notices, or (ii) a document which enables Keep to be copied on all correspondence from and/or represent Merchant before the Internal Revenue Service, and communicate with the Internal Revenue Service (including Internal Revenue Service Forms 2848 and 8821);

e. Notify any Platform obligated with respect to any Future Receivable, that the underlying Future Receivable has been assigned and sold to Keep by Merchant and that payment thereof is to be made to the order of and directly and solely to Keep;

f. Communicate directly with Platforms to verify the amount and validity of any Future Receivable created by Merchant.

g. After an Event of Default, extend the time of payment of, compromise or settle for cash, credit, return of merchandise, and upon any terms or conditions, any and all Future Receivables and discharge or release any Platform or other obligor (including filing of any public record releasing any lien granted to Merchant by such Platform), without affecting any of the Obligations;

h. File any initial financing statements and amendments thereto that (i) identify the Future Receivables purchased by Keep; (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including whether the Merchant is an organization, the type of organization, and any organization identification number issued to the Merchant; (iii) contain a notification that the Merchant has granted a negative pledge with respect to the Future Receivables purchased by Keep to Keep, and that any subsequent lienor may be tortiously interfering with Keep's rights; or (iv) advises third parties that any notification of Merchant's Platforms will interfere with Keep's collection rights.

i. Merchant authorizes Keep to accept, endorse and deposit on behalf of Merchant any checks tendered by a Platform "in full payment" of its obligation to Merchant. Merchant shall not assert against Keep any claim arising therefrom, irrespective of whether such action by Keep effects an accord and satisfaction of Merchant's claims, under §3-311 of the UCC, or otherwise.

18. Account Disputes

Merchant shall notify Keep promptly of and, if requested by Keep, will settle all disputes concerning any Future Receivable purchased by Keep, at Merchant's sole cost and expense. Keep may, but is not required to, attempt to settle, compromise, or litigate (collectively, "Resolve") the dispute upon such terms, as Keep in its sole discretion deem advisable, for Merchant's account and risk and at Merchant's sole expense. Upon the occurrence of an Event of Default Keep may Resolve such issues with respect to any Future Receivable of Merchant.

19. No Lien Termination without Release

In recognition of Keep's right to have its attorneys' fees and other expenses incurred in connection with this Agreement secured by the Future Receivables purchased by Keep, notwithstanding payment in full of all Obligations by Merchant, Keep shall not be required to record any terminations or satisfactions of any of Keep's liens on the Future Receivable purchased by Keep unless and until Keep has received payment in full of all Obligations owed by Merchant to Keep. Merchant understands that this provision constitutes a waiver of its rights under §9-513 of the UCC.

20. Access

Merchant is responsible for all activities that occur through its access to and use of the Services. Merchant shall: (i) keep all related passwords and login IDs confidential and promptly notify Keep after discovery of any unauthorized use of any password or any other known or suspected breach of security and (ii) not impersonate another user of the Services or provide false information to gain access to or use the Services. Any person accessing any portion of the Services or taking any action on behalf of Merchant represents and warrants to Keep that it has full authority to do.

21. No Warranty

THE SERVICES CONTEMPLATED BY THIS AGREEMENT ARE PROVIDED AND MADE AVAILABLE STRICTLY ON AN "AS IS, AS AVAILABLE" BASIS. KEEP 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 KEEP SHALL HAVE NO LIABILITY OR RESPONSIBILITY RELATED THERETO, IN EACH CASE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

22. Limitation of Liability

MERCHANT'S USE OF THE SERVICES IS AT ITS OWN RISK. NEITHER KEEP 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, MERCHANT'S 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 MERCHANT HEREBY WAIVES ANY AND ALL RELATED CLAIMS AGAINST KEEP AND ITS AFFILIATES, AGENTS, REPRESENTATIVES, AND LICENSORS.

23. Indemnification

Merchant agrees to indemnify and hold harmless Keep, 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 Merchant to perform or observe its obligations under this Agreement. This paragraph shall exclude any suits, claims, and liability arising solely from Keep's gross negligence or willful misconduct.

24. Covenant Not To Sue

a. Merchant agrees that they will never institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action or cause of action at law or in equity against Keep for a claim of usury, a claim that Keep is required to have any lending license, or any other claim contending that the Purchase Price paid by Keep in exchange for the Future Receivables is, or should be construed as, a loan from Keep to the Merchant. Nothing in this paragraph is intended to prevent Merchant from complying with any lawfully issued subpoena or court ordered discovery.

b. This Section is a covenant not to sue, and not a release. In the event that the Merchant breaches or in any way violates the terms of this Section, Merchant agrees to indemnify Keep for all damages arising from that breach, including without limitation the payment of all costs and expenses of every kind for the enforcement of Merchant's rights and remedies under this Section, including any and all attorneys' fees and costs in any trial court or appellate court proceeding, any administrative proceeding, any arbitration or mediation or any negotiations or consultations in connection with breach of this Section.

c. This covenant shall inure to the benefit of Keep, and shall bind Merchant, its successors and/or assigns, any of their respective affiliated or subsidiary companies, partners, owners, joint ventures and/or any of Merchant's managers, directors, officers, employees, or agents.

25. Dispute Resolution By Binding Arbitration

a. You and Keep agree that 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, shall be determined by arbitration in San Francisco, California or via video conference. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. 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 the 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.

b. 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@trykeep.com or via regular mail to 45 Arroyo Court, San Mateo, CA 94402. 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 Merchant Cash Advance 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 Keep 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.

c. You and We also agree to waive the application of the Class Action Procedure of JAMS in any arbitration proceeding initiated under this Agreement. By agreeing to arbitrate disputes arising out of or related to this Agreement, neither You nor We will be able to have a dispute settled by a court or jury trial or to participate in a class action, collective action, class arbitration, or other representative action or proceeding. Unless You timely provide Us with an arbitration opt-out notice pursuant to Section 25(b) hereof, You acknowledge and agree that You and We are each WAIVING THE RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY. 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. 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.

26. Termination

This Agreement is effective until terminated. Keep may terminate this Agreement at any time without notice, or suspend or terminate Your access to, or use of, the Keep Services at any time, with or without cause, in Keep's absolute discretion and without notice. Any limitation or termination of Your access to or use of the Keep Services will not affect in any way Keep's right to and in the Future Receivables.

Keep further reserves the right to modify or discontinue, either temporarily or permanently, any portions or all of the Services at any time with or without notice.

27. Taxes

It is the responsibility of Merchant to determine what, if any, taxes apply to the transactions Merchant completes through the Services, and any profit or loss Merchant obtains therefrom. It is the responsibility of Merchant to collect, report, withhold, and remit the correct taxes to the appropriate tax authorities.

28. Confidentiality

a. Merchant agrees that certain non-public information provided by Keep to Merchant, including information relating to the Services or Keep's business processes, that is identified by Keep as confidential or that a reasonable person would understand to be confidential will be held by Merchant in strict confidence and treated as the confidential and proprietary property of Keep. Merchant will not disclose any of the foregoing to any Person, unless specifically authorized to do so in writing by Keep or unless required by law.

b. Keep will take reasonable efforts to maintain in confidence any non-public information provided by Merchant to Keep that is expressly identified by Merchant as confidential or that a reasonable person would understand to be confidential. Keep will not disclose confidential and non-public records and information of Merchant to any Person, unless specifically authorized to do so by Merchant or unless required by law.

c. Merchant acknowledges and agrees that Keep may share Merchant's information with Keep's referral and distribution partners for legitimate business purposes related to the services provided under this Agreement. Keep shall require such partners to maintain the confidentiality of such information.

29. Counterparts and Use of Electronic Communications and Signatures

a. You agree that Keep may provide You notices, disclosures, electronic records, and other communications by posting electronically through the Services, by e-mail, by short message service ("SMS"), or by regular mail. We will use the contact information that You have previously provided to us in writing to contact You. Communications to You will be considered received when sent by us to the email address, mailing address or phone number that You have provided. In addition, please note that electronic records and signatures may be used in connection with the execution of ACH authorization forms, acceptance of this Agreement or acceptance of Assessed Fees.

b. If We provide electronic records to You, and You want a paper copy, You may contact Us via email at support@trykeep.com or via regular mail to 45 Arroyo Court, San Mateo, CA 94402 and request a paper version.

c. You have the right to withdraw your consent to communicate electronically at any time. Please be aware, however, that withdrawal of consent may result in the termination of this Agreement at any time without notice, or suspension or termination of Your access to, or use of, the Keep Services. Your withdrawal of consent to communicate electronically will become effective after we have had a reasonable opportunity to act upon it.

d. This Agreement may be signed in one or more counterparts, each of which constitutes an original and all of which when taken together constitute the same agreement. Electronic signatures will be deemed original signatures and each Party to this Agreement may rely on an electronic signature as an original for purposes of enforcing this Agreement. For the avoidance of doubt, Your acceptance of the Agreement by clicking "Accept Terms" will be deemed to constitute Your electronic signature.

e. You understand that, in order to view and/or retain copies of electronic communications, You will need a computer with an Internet connection and a currently supported operating system. Your access to this Agreement through Your device verifies that Your device is running currently supported software. You must also have a valid email address, sufficient storage space to save electronic communications or the capability to print the electronic communications from the device on which You view them.

f. We reserve the right, in our sole discretion, to discontinue the provision of Your electronic communications, or to terminate or change the terms and conditions on which we provide electronic communications. We will provide You with notice of any such termination or change as required by law.

30. Assignment

Keep may assign its rights and delegate its duties, in whole or in part, under this Agreement without obtaining Merchant's consent or approval. Upon such assignment, Merchant shall be deemed to have attorned to such assignee and shall owe the same obligations to such assignee and shall accept performance under this Agreement by such assignee as if such assignee were Keep. Merchant may not assign its rights or delegate its duties, in whole or in part, notwithstanding the foregoing.

31. Titles and Headings

The headings and titles of Sections to this Agreement have been inserted for the convenience of reference for the parties and are for informational purposes only and shall not be deemed to be a part of the language of this Agreement. Neither Merchant nor Keep shall rely on, or interpret substantively, the headings when construing the meaning of each Section or the Agreement as a whole.

32. OFAC

a. You represent and warrant that:

    i. You are not, nor are You owned or controlled directly or indirectly by, any person, group, entity or nation subject to any economic or trade sanction administered by the Office of Foreign Asset Control ("OFAC") of the U.S. Department of the Treasury, or named on the Specially Designated Nationals And Blocked Persons List maintained by OFAC, or any similar list or by any law, order, rule or regulation or any Executive Order of the President of the United States, as a terrorist, or any law, regulation, or other list of any Governmental

Authority that prohibits or limits Us from providing capital or Services to You or from otherwise conducting business with You (any such person, group, entity or nation being hereinafter referred to as a "Prohibited Person").

ii. You are not, nor are You owned or controlled, directly or indirectly, by any person, group, entity, or nation which is, acting directly or indirectly for or on behalf of any Prohibited Person.

iii. You, and any person, group, or entity which You control, directly or indirectly, have not conducted nor will conduct business nor have engaged nor will engage in any transaction or dealing with any Prohibited Person in violation of the U.S. Patriot Act or any OFAC rule or regulation, including, without limitation, the making or receiving of any contribution of funds, good or services to or for the benefit of a Prohibited Person in violation of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, as amended, or any OFAC rule or regulation.

iv. You are not prohibited by any sanctions program as maintained by OFAC from transacting with Keep.

b. In connection with the foregoing, it is expressly understood and agreed that the representations and warranties contained in this Section shall be continuing in nature.

33. Governing Law and Venue

This Agreement shall be governed by the laws of Delaware without regard to the principles of conflicts of laws of Delaware's, or any others', jurisdiction. Except as otherwise provided by Section 25, the venue of any dispute will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

34. Modification of This Agreement

Keep reserves the right to amend this Agreement at any time. When we make material modifications to this Agreement, we will post the revised Agreement on the Site and update the "Last Updated" date at the top of this Agreement. All new modifications shall be effective as of the "Last Updated" date. We will also make reasonable efforts when we can to provide You with notice of any material changes by email at least 30 days before the date they become effective. Your continued use of the Services after any change to this Agreement constitutes Your agreement to be bound by any such changes. Keep may terminate, suspend, change, or restrict access to all or any part of the Services without notice or liability.

35. General

a. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect.

b. Keep will not be liable for any loss or damage arising from any event beyond Keep's reasonable control, including, but not limited to, flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction.

c. No joint venture, partnership, employment, or agency relationship or lender-borrower relationship exists between Merchant and Keep as a result of the use of the Services. The failure of Keep to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Keep in writing. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, whether of similar or different nature, unless expressly so stated in writing. Keep's rights and remedies herein are cumulative and not exclusive of each other or of any rights or remedies that Keep would otherwise have.

d. **Binding Effect.** This Agreement is binding upon and inures to the benefit of You and Us, and Our respective successors and permitted assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against You or Us.

e. **Survival.** All provisions of this Agreement which by their nature are intended to survive Your performance of all obligations hereunder will survive and remain in full force and effect, including Section 14, the indemnity and limitation of liability contained in Sections 22 and 23 and the arbitration provision in Section 25. All representations, warranties and covenants herein will survive the execution and delivery of this Agreement and will continue in full force until all obligations under this Agreement have been satisfied in full and this Agreement is as a result terminated.

f. **Severability.** In case any of the provisions in this Agreement are found to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of any other provision contained herein will not in any way be affected or impaired, and that court will have the power to rewrite that provision to the maximum extent enforceable and the remainder of this Agreement will continue in full force and effect.

g. **Entire Agreement.** This Agreement embodies the entire agreement between You and Us respecting the advance of funds as set forth in this Agreement and supersedes all prior agreements and understandings relating to same. For the avoidance of doubt, this Agreement does not affect any other capital agreements You and We have entered into, and such other capital agreements will continue in full force and effect until the total amounts outstanding have been received in full by Us.