



Second Look & Supplemental Financing Program

Getting Started Is Easy!

Please complete the following steps:

Step 1: Complete the Second Look & Supplemental Financing Program Participant Application

Step 2: Submit your documents via email ensemble@egia.org or fax 800-506-9073.

Should you have questions, please contact an Ensemble Team Member at (866) 876-4488.

We look forward to working with you.

Sincerely,

Ensemble by CED

Thank you for your interest in our retail funding program (“Program”).

Getting started is easy!

Please complete the following steps:

- **Step 1:** Complete the Participant Application
- **Step 2:** Submit your documents via email ensemble@egia.org
 - a. Attach a copy of a voided check
 - b. For Home Improvement Only, attach Certificate of Liability Insurance

If you have any questions, please call us at **866-876-4488** and we’ll help you complete the Participant Application.

PARTICIPANT APPLICATION			
PARTICIPANT INFORMATION			
Business Name/DBA Name:		Corporate of Legal Name: (If different than Business Name/DBA)	
Point of Contact Full Name:		Point of Contact Phone:	Point of Contact Email:
Operations/Sales Point of Contact (If different than above) Full Name:		Operations/Sales Point of Contact Phone:	Operations/Sales Point of Contact Email:
Registered Company Street Address:			
City:	State:	ZIP Code:	Company Website:
State of Organization:	Federal Tax ID:	Years in Business:	IRS Filing Name: (If different than Corporate or Legal Name)
Type of Business (Check one): <input type="checkbox"/> Dental/Healthcare <input type="checkbox"/> Jewelry <input type="checkbox"/> Furniture/Bedding <input type="checkbox"/> Home Improvement			
Business License Number (Home Improvement Only):		Please Attach Certificate of Liability Insurance (Home Improvement Only)	
If you are a subsidiary, please list the name and address of your parent company:			
Annual Sales Volume:		Annual Sales Finance Volume:	Average Financed Ticket Size:
Will multiple locations offer financing:		If yes, number of locations: (Complete location section)	
Is your company or its parent company currently subject to any lawsuits or regulatory action:		If yes, please explain:	
PRINCIPAL INFORMATION (MUST BE PRESIDENT, OWNER, OR PARTNER ONLY)			
Principal Full Legal Name:			
Principal Title:			SSN:
Home Address:			Home Phone:

PARTICIPANT APPLICATION		
City:	State:	ZIP Code:
ELECTRONIC FUNDS TRANSFER AUTHORIZATION (Please attach a blank, voided check with the application)		
Bank Name:		
Bank Street Address:		
City:	State:	ZIP Code:
Bank Routing Number:	Bank Account Number:	

This Application ("Application") is submitted to establish a retail funding program ("Program") by and between Genesis Bankcard Services, Inc. ("Genesis") and Participant under which certain authorized purchases of Goods and Services from Participant will be financed through open-end, revolving Accounts issued to qualified Borrowers by the banking institution ("Issuer") that originates Accounts under the Program. By signing below, Participant hereby represents, acknowledges, agrees, authorizes, and confirms the following:

1. If Participant is a legal entity, the undersigned is executing this Application as an Officer of Participant.
2. If Participant is not a separate legal entity, then the undersigned is executing this Application in his or her individual capacity.
3. Participant has reviewed all provisions of this Application and all information provided herein is true and complete.
4. The above Federal Tax ID number is the correct taxpayer identification number for Participant.
5. This application is subject to approval by Genesis and Issuer.
6. Participant's bank may release and/or verify information to Genesis at any time.
7. Genesis and its affiliates may send email or fax communications to Participant at email addresses or fax numbers provided, or to any email or fax numbers provided in the future, regarding the Program or any other matters.
8. Genesis and its affiliates may contact Participant about the Program, including using any contact information or cellular telephone numbers provided, including now or in the future, and to use an automatic telephone dialing system and/or artificial or prerecorded voice when contacting Participant, even if Participant is charged for the call under any telephone plan.
9. Participant has been provided the Credit Program Participation Agreement ("Agreement") as part of this Application.
10. By submitting this Application, Participant agrees to the terms of the Agreement. Upon approval of this Application by Genesis and Issuer, and upon submission by Participant of any transaction to Issuer for processing, Participant will be bound to all the terms and conditions of the Agreement (and any Operating Procedures which may be issued by Genesis and/or Issuer from time to time) without further action.
11. If Participant is a legal entity, the execution and delivery of this Application, the agreement to the terms of the Agreement, and the consummation of the transactions contemplated hereby have been authorized by all necessary corporate action of the Participant and do not and will not conflict with the organizational documents of the Participant.

Please carefully read the Credit Program Participation Agreement that is included with this Application since submission of this Application and submission of a transaction to or through Issuer for processing will bind Participant to the terms and conditions of that Agreement. The Agreement also contains our Transparency Principles. To ensure your understanding of legal requirements and key components of the Program, below are some important details which are also found in the Transparency Principles:

- **The Genesis Credit Account is an open-end, revolving account and should be described as such to your customers.**
- **Financing should be consistently offered to your customers in accordance with the Agreement and without discrimination.**
- **Fees may not be charged to your customers for applying for credit or for using their Genesis Credit Account to finance purchases. Charging any fees or surcharges, whether through increasing price or otherwise, to Borrowers making a purchase or otherwise using an Account is prohibited. You, as Participant, will be responsible for any noncompliance with these requirements, including any refunds and/or damages to the customer.**

- For Deferred Interest promotions, monthly minimum payments are required. Customers may need to pay more than the required monthly minimum payment amount in order to pay the promotion in full by the end of the promotional period.
- All customer-facing employees must understand these requirements, and if approved, you will be required to complete training before being issued credentials.

Do you acknowledge that you have in your possession now a copy of the Credit Program Participation Agreement, including our Transparency Principles, and that you agree to all of the terms of that Agreement, including our Transparency Principles? YES NO

By signing below, Participant hereby represents, acknowledges, agrees, authorizes, and confirms its agreement to the above.

PRINCIPAL SIGNATURE HERE: _____ DATE: _____

Additional Locations:

Please provide all locations that will be participating in this program. If the location(s) listed below operates under a different legal name/tax ID number than listed on the application, a separate application will need to be filled out for each legal entity. Each legal entity approved for this financing program will be structured under one partnership ID, unless otherwise instructed.

Will the location(s) listed below use the same Bank Routing Number and Bank Account Number as listed on Page 2 of this application?

YES

NO If No, please provide Bank Routing and Account information in the designated sections below and include a blank, voided check with the application for each account provided.

ADDITIONAL LOCATION SHEET			
PARTICIPANT INFORMATION			
Business Name/DBA Name:		Preferred Location ID: <small>(Internal reference ID, 20 characters max, can be letters or numbers)</small>	
Point of Contact Full Name:	Point of Contact Phone:	Point of Contact Email:	
Registered Company Street Address:	City:	State:	ZIP Code:
Bank Routing Number:		Bank Account Number:	
PARTICIPANT INFORMATION			
Business Name/DBA Name:		Preferred Location ID:	
Point of Contact Full Name:	Point of Contact Phone:	Point of Contact Email:	
Registered Company Street Address:	City:	State:	ZIP Code:
Bank Routing Number:		Bank Account Number:	

PLEASE ATTACH A SEPARATE SHEET FOR ADDITIONAL LOCATIONS AND INCLUDE ALL INFORMATION LISTED ABOVE.

CREDIT PROGRAM PARTICIPATION AGREEMENT

This Participation Agreement (this “Agreement”) is by and between Genesis Bankcard Services, Inc., an Oregon corporation (“Genesis”), and the Participant submitting an Application to Genesis. This Agreement is dated as of the date that Participant submits an Application to participate in the credit program, and is binding on Genesis and Participant upon approval of the Application by Genesis and Issuer (as defined herein), and upon submission by Participant of any transaction to Issuer for processing.

WHEREAS, Participant is in the business of selling Goods or Services;

WHEREAS, Genesis is in the business of servicing Accounts originated by Issuer, and enabling merchants acceptance of Accounts; and

WHEREAS, this Agreement governs a retail or healthcare funding program (“Program”) under which certain authorized purchases of Goods or Services from Participant will be financed through revolving Borrower credit Accounts extended to qualified Borrowers by Issuer.

NOW THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the parties agree as follows:

ARTICLE I – DEFINITIONS AS USED IN THIS AGREEMENT

Section 1.1. Definitions. The following terms shall have the following meanings, unless the context requires otherwise:

“Acceptable Identification Documentation” means the identification documentation listed on Schedule 1 to this Agreement.

“Account” means an open-end, revolving Borrower credit account serviced by Genesis and issued by Issuer under the Program.

“Account Agreement” means the agreement between Issuer and Borrower with respect to an Account.

“Applicant” means a Customer who submits an Application for an Account or who accepts a Prescreened Offer for an Account.

“Application” means the information submitted by an Applicant to Issuer or Genesis acting on behalf of Issuer, for purposes of obtaining an Account.

“Borrower” means an Applicant who receives an Account for financing the purchase of Goods or Services from Participant.

“Customer” means an individual consumer residing in the United States and that has purchased or is interested in purchasing Goods or Services from Participant.

“Customer Authorization” means a Customer’s authorization for Participant to share with third parties (including credit agencies, Genesis, any Issuer under this Agreement, or other potential sources of credit) information that Participant has obtained from Customer, including information in connection with applications for other potential sources of credit.

“Dispute” means a charge, claim, dispute or defense asserted or made by a Borrower relating to an Account for which a Purchase Amount has been paid to Participant.

“Extended Warranty” means any service contract or similar arrangement with the exception of a manufacturer warranty.

“Funding(s)” means a disbursement of the Purchase Amount(s) to Participant pursuant to an approved Purchase request made by a Borrower utilizing an Account.

“Funding Percentage” means the percentage schedule set forth on Schedule 2 of this Agreement.

“Genesis” means Genesis Bankcard Services, Inc. or any of its affiliates or wholly-owned subsidiaries which service Accounts in connection with this Agreement.

“Goods or Services” means any goods sold by the Participant to a Customer or services performed by the Participant for Customer.

“Issuer” means the financial institution that approves Applications and originates the Accounts.

“Nonpublic Personal Information” or “NPI” has the meaning given to that term in Title V, Section 501 of the Gramm Leach Bliley Act (15. U.S.C. Sect. 6809(4)) and the implementing regulations thereto, all as may be amended from time to time.

“Operating Procedures” means the written information and instructions provided by Genesis to Participant, as amended or revised from time to time, that establish procedures and requirements associated with the processing of Applications, Purchases, and Funding.

“Participant” means the entity identified in this Agreement, for itself and on behalf of each of its affiliates, which sells Goods or Services to Customers.

“Partner Portal” means the online or electronic system(s) made available to Participant for the purpose of facilitating Prescreened Offers or Applications on behalf of Issuer.

“Permissible Purpose” means an extension of credit to Customers who have submitted an Application and have been approved by Issuer.

“Prescreened Offer” means an offer of credit to Customers for whom Participant has obtained a Customer Authorization and who Issuer determines are eligible to receive such offers.

“Purchase” means a Borrower-authorized charge to such Borrower’s Account for Goods or Services sold by Participant to such Borrower.

“Purchase Amount” means the amount of a Purchase by Borrower charged to an Account multiplied by the Funding Percentage.

“Settlement Account” means the account designated by Participant for the deposit of Fundings.

“Third Party Claims” means claims, demands, actions, suits, losses, liabilities, obligations, damages, injuries, fines, penalties, costs and expenses of a third party including, without limitation, reasonable attorneys’ fees.

“Transparency Principles” means the “Transparency Principles” set forth on Schedule 3 of this Agreement.

ARTICLE II – APPROVAL AND FUNDING

Section 2.1. Credit Extension.

A. If credit will be offered to Customers through a Prescreened Offer, Participant will be responsible for (i) ensuring that it has Customer Authorization; (ii) obtaining the information required under the Operating Procedures and providing it to Genesis; (iii) furnishing Prescreened Offers to those Customers identified to Participant by Genesis, acting as servicer for Issuer; and, (iv) facilitating acceptance by Customers of Prescreened Offers in accordance with the Operating Procedures.

B. If credit will be extended to Customers through a Permissible Purpose, Participant shall submit Applications to Genesis via the Partner Portal in accordance with the Operating Procedures.

C. Genesis and Issuer may, without the consent of Participant, determine eligibility for an Account based on applicable underwriting and origination guidelines as established by Issuer, including without limitation, to (i) evaluate credit

applications; (ii) establish credit lines; (iii) increase or reduce credit lines; (iv) authorize transactions; (v) terminate or suspend Accounts; and (vi) establish risk tiers.

D. Participant agrees that it will obtain valid Acceptable Identification Documentation from the Customer. Participant further agrees that it will accurately record the type and required identification information, and that it will not deliver an Application, or submit a Prescreened Offer, to Genesis for processing where Acceptable Identification Documentation has not been obtained or the Participant has knowledge that such identification is inaccurate, fraudulent or expired.

E. Participant agrees that, it will not submit a transaction for charges for goods that are not expected to be delivered, or services that are not expected to be completed, within thirty (30) days of the applicable charge. For all goods or services that are not delivered or completed within thirty (30) days of the applicable charge, Borrower will be entitled to a refund or account credit for all such goods and services.

F. Participant will not tender a transaction for charges related to any healthcare service that exceed one thousand dollars (\$1,000) for services or associated goods for at least three (3) days following approval of the Application. Participant understands that if it submits a transaction during this three (3) day period, the Borrower will have an unqualified right to reverse the transaction and receive a charge-back to his/her Account, even if the services have already been provided.

G. Participant acknowledges that its employees who are responsible for administering the Program will complete training as reasonably required by Genesis and/or Issuer. Participant agrees that (i) at least one (1) employee at each location where the Program is offered shall complete the training before Participant shall be allowed to submit Prescreened Offers or Genesis, on behalf of Issuer, will accept Applications; and (ii) Genesis or Issuer may require additional training annually.

H. Participant does not accept any credit risk for Applicants or Borrowers. All credit decisions are solely that of Issuer, and Participant will have no liability to Issuer or Genesis for all such credit decisions, subject to Participant's compliance with or as set forth in this Agreement.

Section 2.2. Funding. If Borrower makes a Purchase, and this Agreement has not been terminated or canceled, Genesis, shall cause the Purchase Amount to be deposited into the Settlement Account by Issuer on each day of Funding. Issuer will have no obligation to pay the Purchase Amount until confirmation is obtained by Genesis that the Borrower's Goods or Services have been shipped or rendered, as the case may be. In the case of a bona fide error where amounts deposited in the Settlement Account are in excess of actual Purchase Amount owed, the excess funds shall be returned to Issuer via a mutually-agreed method within a commercially reasonable time frame.

Section 2.3. No Surcharges. Participant shall not impose any surcharge, whether through any increase in price or otherwise, on Borrowers who make a Purchase using an Account pursuant to this Agreement.

Section 2.4. Borrower Relationship and Refunds.

A. The borrowing relationship established between Issuer and a Borrower under an approved Account shall be exclusively between those parties. Participant shall not accept any payments from, or purport to provide any credits to, any Borrowers on their Account. Participant shall have no rights, including, but not limited to, the rights of a third party beneficiary, under any Account Agreement between Issuer and any Borrower, and Participant shall have no responsibilities, obligations or liabilities with respect to Accounts except as expressly set forth in this Agreement and the Operating Procedures. Furthermore, Participant shall not provide a cash refund to any Borrower in connection with Goods or Services financed by an Account, and all refunds shall be made in accordance with the procedure set forth below in Paragraph B of this Section 2.4.

B. Within ten (10) days of the date on which Participant first learns, or reasonably should know, that the Purchase has been terminated, rescinded, or canceled, the purchase price adjusted, or the goods subject of the Purchase returned (within Participant's published return guidelines), Participant shall refund to Issuer the corresponding amount of the Purchase Amount.

C. If the Account does not cover the total purchase price of the Goods or Services and Participant accepts additional financing from another, non-Issuer financing source(s), Participant agrees that if a refund of all or a portion of a Purchase Amount is

owed to Issuer, Participant shall pay the full amount of the refund to Issuer before paying any refunds owed to the non-Issuer financing source(s).

D. For greater certainty, Genesis acknowledges that the contract of purchase and sale relative to the Goods or Services is solely between Participant and its Customer, whether or not such Customer is a Borrower, and all refunds and returns shall be subject to and governed by Participant's terms and conditions of sale. Nothing in this Agreement is intended to confer rights on any Borrower or other Customer that are not consistent with Participant's terms and conditions of sale.

Section 2.5. Billing Inquiries and Borrower Disputes. Participant will promptly notify Genesis of any billing inquiry made by a Borrower. Genesis and Participant will promptly notify the other when a Borrower has made or asserted a Dispute. Within five (5) days of Genesis's request, Participant will provide Genesis with all requested documentation regarding the Dispute, including the Borrower's written claim or, if taken verbally, a summary of the details of the claim. Participant agrees to cooperate in good faith with Genesis in the investigation and resolution of each Dispute. Within three (3) days from the date (i) Genesis notifies Participant of a Dispute or (ii) Participant receives notice of a Dispute, Participant shall notify Genesis in writing of its response to the Dispute, the resolution thereof, or the action, if any, Participant will take to resolve the Dispute. Participant will provide Genesis with all such information as Genesis may reasonably request in connection therewith. Genesis will determine in good faith the validity of the Dispute and review Participant's response to or resolution of the Dispute, and Participant will take any action requested by Genesis with respect thereto.

Section 2.6. Charge Back Rights. Participant will not bear any credit losses associated with any Purchase. However, if Genesis or Issuer determines that one or more of the following occurred, Issuer or Genesis may charge back to Participant the Purchase Amount:

A. The Borrower refuses to pay an amount due under the Account based on a Dispute about the quality of the Goods or Services purchased from, or any act or omission of Participant, including any alleged breach of warranty provided by or through Participant.

B. The charges are incurred on an Account opened with defective, misleading, or materially false information where Participant had knowledge of or should have reasonably known that such information was defective, false, or materially misleading.

C. The Participant has breached this Agreement or the Operating Procedures.

D. The charge is disputed and Participant cannot provide a copy of the underlying transaction receipt within five (5) days after Genesis requests such receipt.

E. Genesis or Issuer determines that any Purchase does not represent a bona fide sale of Goods or Services, including without limitation arising from fraud or the actions of Participant's employees, agents or other third parties acting on behalf of or for the benefit of Participant.

F. The Goods or Services paid for using an Account have not been delivered or provided to Borrower in accordance with the contract of sale.

G. An Account was opened based on a stolen or false identity and Participant cannot reasonably demonstrate that Acceptable Identification Documentation was obtained from the Borrower.

H. The Borrower is entitled to a refund or charge back pursuant to Section 2.1(E) or (F).

I. Genesis, at the direction of Issuer, must close an Account or reverse or refund a transaction pursuant to Section 4.3(C).

J. Genesis or Issuer determines that a credit to an Account is the most reasonable means for resolving a Borrower's complaint or dissatisfaction.

Section 2.7. Payment by Participant. Participant will pay any amount it owes Genesis or Issuer within ten (10) days after it receives an invoice from Genesis or Issuer for such amount. Genesis or Issuer may offset any amount the Issuer owes Participant by any amount Participant owes Genesis or Issuer.

ARTICLE III – REVISIONS OF REQUIREMENTS

Genesis may, from time to time, amend or revise without the consent of Participant, acting reasonably and in compliance with applicable laws, the Operating Procedures and any other documentation requirements pertaining to any or all Permissible Purpose, Prescreened Offer, Applications or Fundings under this Agreement. Such amendment or revision will be effective ten (10) days after Genesis provides written notice to Participant. However, such amendment or revision resulting from a legal or regulatory requirement will be effective immediately upon written notice to Participant. Any Prescreened Offer, Application or request for a Funding submitted to or received by Genesis from Participant after the effective date of the amendment or revision will be subject to such amendment or revision.

ARTICLE IV – REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 4.1. Representations and Warranties. Genesis and Participant represent and warrant to each other that the following representations and warranties are true and correct as of the Effective Date:

A. Such party is duly organized, validly existing, and in good standing under the laws of the state of its organization and has all qualifications, registrations, licenses and permits necessary to carry on its business in each state in and from which such party carries on business (which, in the case of Participant, means each state in respect of which it originates purchases of Goods or Services from Customers). Such party has conducted business in compliance in all material respects with all federal, state, and local laws, rules ordinances, and regulations applicable to it.

B. No approval of the transactions contemplated by this Agreement from any entity, public or private, or any regulatory authority having jurisdiction over such party is required, or if required, such approval has been obtained by such party. There are no actions or proceedings pending, affecting such party which would adversely affect such party's ability to perform its obligations hereunder.

C. The consummation of the transactions contemplated by this Agreement are in the ordinary course of business of such party and will not result in:

- (i) a breach of any term or provision of the charter, bylaws of such party or other document that formed or enabled such party to do business;
- (ii) the breach of any term or provision of, or conflict with, or constitute a default under any agreement to which such party or its property is subject; or
- (iii) the violation of any law, rule, regulation, order, judgment or decree to which such party or its property is subject.

D. There is no claim, litigation, investigation or proceeding pending or threatened in writing against or otherwise materially adversely affecting such party's business, performance of its obligations under this Agreement or the validity or enforceability of this Agreement or any Prescreened Offer or Application referred or submitted in connection with the Program and such party has no knowledge of any circumstance indicating that any such suit, investigation or proceeding is likely or imminent.

Section 4.2. Representations and Warranties Regarding Fundings. Participant further represents and warrants to Genesis and Issuer that as of the date of each Funding and for each and every Funding:

A. The representations and warranties set forth in Section 4.1 are true and correct in all respects.

B. Except for servicing functions performed by Genesis on behalf of Issuer, Participant (acting directly or through any one or more of its operating company subsidiaries) is the sole entity involved in obtaining all Applications or submitting Prescreened Offers and has the authority to refer or submit any Application or Prescreened Offer on the terms set forth in this Agreement, and there has been no assignment, sale or pledge thereof by Participant.

C. All persons who sell or render the Goods or Services for Participant are qualified to do so under any applicable licensing requirements and all equipment used by such persons is approved by each and every agency that has the authority or discretion to render such approval.

D. All information contained in each Application or obtained in connection with a Prescreened Offer accurately reflects the information provided to Participant by Customer, and there are no facts known to the Participant, or which Participant reasonably should know, that would be adverse to the issuance of the Prescreened Offer or the approval of the Application.

E. Any referral of the Application or submission of the Prescreened Offer by Participant to Genesis has been duly authorized by the Customer.

F. All documents prepared at the request of Genesis by Participant are genuine and accurate and complete in all material respects, and to Participant's knowledge all signatures thereon are genuine or authorized.

G. No representation, warranty or written statement made by Participant in this Agreement, nor any documentation, schedule, exhibit, statement, or certificate furnished to Genesis by Participant contains any untrue statement of material fact or fails to state any material fact which could render such statement misleading.

Section 4.3. Covenants of Participant. Participant covenants and agrees with Genesis as follows:

A. To the extent permissible under applicable law, Participant shall promptly notify Genesis of any claim asserted by any Borrower or other person that arises out of the conduct of Participant or any of the Participant's employees or agents.

B. Participant will conduct its business in compliance in all material respects with all federal, state, and local laws, rules ordinances, and regulations, including, but not limited to the requirements of any agency that regulates it, and Participant will comply with the Transparency Principles and the Operating Procedures. Participant will not discourage Applications or Prescreened Offers, or otherwise discriminate, on the basis of the Applicant's or prospective Applicant's race, gender or other prohibited basis.

C. Participant shall provide to each Borrower, at the Borrower's request, that receives an Account, a legible and completed copy of evidence of the Borrower's purchase as specified in the Operating Procedures. Without limiting the generality of the foregoing, Participant shall for each transaction obtain a signed sales receipt. If a Borrower claims that Participant misrepresented the Account terms and conditions in connection with the opening of an Account, Participant shall forward to Genesis a copy of the signed sales receipt. If Participant does not have a signed sales receipt Genesis shall cause the Account to be closed, the transaction reversed and charge back any amount incurred on the Account. If Participant has elected to use a paper based process, Participant shall further provide to each Borrower, at the Borrower's request either a signed acceptance form for a Prescreened Offer or a signed Application, which shall be furnished to Genesis if the Borrower claims that Participant misrepresented the Account terms and conditions. If Participant has the signed an acceptance form for a Prescreened Offer or an Application, but no signed sales receipt, the transaction in question shall be reversed and the amount of the transaction charged back to Participant.

D. Participant shall maintain a complete set of records of all business activities conducted by Participant pursuant to this Agreement including, but not limited to signed sales receipts or any other signed or initialed documents. Participant shall, within five (5) days of a request by Genesis, furnish Genesis with copies of such signed or initialed documents. Genesis, on behalf of Issuer and on its own behalf, their respective duly authorized agents, representatives and employees, and federal and state regulatory agencies which supervise Genesis and/or Issuer shall have a right, upon reasonable notice, to audit Participant's compliance with the Operating Procedures and the terms and conditions of this Agreement and inspect and copy any of the foregoing records, reports, files, and related materials of the Participant. Participant shall cooperate and assist in any such audit or inspection.

E. Upon executing this Agreement and in no case later than ten (10) days following the commencement of Program activities, Participant shall deliver to Genesis financial statements (including a balance sheet, income statement, and statement of cash flows) for the most recent year end and most recent quarter end, and a certificate by a senior officer of Participant certifying that all such financial statements are true and correct in all material respects and fairly present Participant's financial condition and results of operation for such periods.

F. Participant shall not accept payments from Borrower that are intended to be applied to an Account.

G. Participant agrees that with respect to Extended Warranties, service contracts, or similar arrangements it will provide to Genesis pricing and coverage details and will receive written consent from Genesis prior to offering such warranties in connection with the Program. However, nothing in this paragraph prohibits Participant from offering any standard manufacturer's warranty that is included with the purchase price of its Goods or Services. Participant will be responsible for ensuring that all aspects of the Extended Warranties comply with applicable law. In addition, Genesis will have the right without the consent of Participant to withdraw its approval, and prohibit the offering of any Extended Warranties in connection with the Program.

H. Participant shall at all times maintain a policy or policies of general liability insurance in an amount commensurate with the risk involved in the conduct and operation of its business and the performance of its obligations under this Agreement. On request, Participant agrees to furnish to Genesis evidence of such insurance.

I. Participant hereby agrees with respect to any NPI collected by Participant that it shall:

- (i) Comply with the terms and provisions of all laws and regulations, standards and industry best practices relating to NPI, including, without limitation, laws and regulations regarding the privacy, security, use, disclosure, breach notification, and sharing of NPI;
- (ii) Adopt, implement and maintain written policies and procedures and security measures and controls, including administrative, technical and physical safeguards in accordance with technological developments and evolving security needs, to (a) protect the security and confidentiality of NPI; (b) protect against any anticipated threats or hazards to the security or integrity of the NPI; and (c) protect against unauthorized access to or use of the NPI that could result in substantial harm or inconvenience to any Borrower;
- (iii) Not disclose or use any NPI except to perform its obligations under this Agreement, or as otherwise agreed to by Genesis if such use is permitted by the regulation, Issuer's or Genesis's privacy policy and other applicable laws or as otherwise authorized or consented to by Customer;
- (iv) Not make any changes to its security measures that would increase the risk of any unauthorized access; and
- (v) In the event Participant knows or reasonably believes that there has been any unauthorized access, destruction, use, modification or disclosure (or attempted unauthorized access, destruction, use, modification or disclosure) to NPI in the possession or control of Participant that compromises (or threatens to compromise) the security, confidentiality or integrity of such NPI: (a) promptly, but in any event within five (5) calendar days, notify Genesis of such unauthorized access or attempted unauthorized access; (b) identify to Genesis (at no cost to Genesis) what specific NPI may have been accessed, including (if applicable) the name and account number of each affected Borrower; (c) cooperate and provide any consumer consents as reasonably requested by Genesis, or as required by applicable law or regulations; (d) take reasonable steps to remedy the circumstances that permitted any such unauthorized access to occur; and (e) take reasonable steps to prohibit further disclosure of proprietary information.

ARTICLE V – INDEMNIFICATION

Section 5.1. Participant Indemnification. Participant shall indemnify, defend, and hold harmless Genesis and Issuer and their respective directors, officers, owners, affiliates, employees and agents, in accordance with the procedures set forth in Section 5.3 hereof from and against any and all Third Party Claims based on (A) Participant's breach of its obligations, covenants, representations or warranties under this Agreement, or (B) personal injury, property damage, or other claim arising from or relating to (i) the Goods or Services, (ii) the Participant's or its subcontractor's performance or provision of the Goods or Services, or (iii) Participant's or its subcontractor's negligence or willful misconduct.

Section 5.2. Genesis Indemnification. Genesis shall indemnify, defend, and hold harmless Participant and its respective directors, officers, employees and agents, in accordance with the procedures set forth in Section 5.3 hereof from and against any and all Third Party Claims (including claims made by Applicants, prospective Applicants or Borrowers), based on (A) Genesis's breach of its obligations, covenants, representations or warranties under this Agreement, (B) personal injury or property damage caused by Genesis's (or its subcontractor's) negligence or willful misconduct in the performance of its obligations hereunder or (C) credit decisions made by Issuer (including, without limitation, decisions to deny credit to an Applicant or Borrower), (i) except as set forth in this Agreement or (ii) unless such decision resulted from Participant's breach of this Agreement or failure to comply with the Operating Procedures or Genesis has a charge back right under Section 2.6 of this Agreement.

Section 5.3. Indemnification Procedures. If any party entitled to indemnification under this Agreement relative to a Third Party Claim (an "Indemnified Party") makes an indemnification request to the other, the Indemnified Party shall permit the other party (the "Indemnifying Party") to control the defense, disposition or settlement of the matter at its own expense; provided that the Indemnifying Party shall not, without the written consent of the Indemnified Party enter into any settlement or agree to any disposition that (A) imposes a penalty or limitation upon the Indemnified Party, including an injunction or other equitable relief, (B) does not include the release of the Indemnified Party from all liability arising from or relating to such Third Party Claim, or (C) requires an admission on the part of the Indemnified Party. The Indemnified Party shall notify the Indemnifying Party promptly of any claim for which Indemnifying Party is responsible and shall cooperate with the Indemnifying Party in every commercially reasonable way to facilitate defense of any such claim; provided that the Indemnified Party's failure to notify Indemnifying Party shall not diminish Indemnifying Party's obligations under this Section except to the extent that Indemnifying Party is materially prejudiced as a result of such failure. An Indemnified Party shall at all times have the option to participate in any matter or litigation through counsel of its own selection and at its own expense.

Section 5.4. Limitation of Liability. Except if owed to a third party as part of a Third Party Claim under Article V, or for breach of its obligations under Sections 6.11 (Confidentiality) or 4.3(l) of this Agreement, under no circumstances shall either party be liable for any special, incidental, punitive, indirect, exemplary, or consequential damages arising in any way out of this Agreement or the Program, however caused, whether arising under a theory of contract, tort (including without limitation negligence) or otherwise, including without limitation damages for lost profits, lost business, loss of data or costs of procurement of a substitute for the Program. Except as set forth in this Agreement, Genesis makes no representation or warranty express or implied and specifically disclaims any warranty for non-infringement, merchantability, or fitness for a particular purpose.

ARTICLE VI – MISCELLANEOUS PROVISIONS

Section 6.1. Conditions of Termination. Either party may terminate this Agreement immediately at any time by written notice of termination to the other party. Issuer shall have no obligation to make any Fundings for Purchases made on or after the date of termination, and Issuer may terminate or close any Account. The terms and conditions of Sections 2.4, 2.5, 2.6, and 2.7 and Articles IV, V, and VI shall survive termination or cancellation of this Agreement.

Section 6.2. Assignment. Neither party may assign, or delegate any of its rights, duties, and/or obligations under this Agreement without the written permission of the other party, which permission will not be unreasonably withheld. A change in ownership, merger, or consolidation of a party, or the assignment of this Agreement in connection with the sale of all or a substantial portion of a party's assets, shall not be considered an assignment for purposes of this Agreement. Nothing in this Agreement shall preclude the extension of the Program to Participant's operating subsidiaries, nor shall anything in this Agreement preclude Genesis from assignment to an Issuer or an affiliate.

Section 6.3. Relationship Between Parties. No exclusive relationship between Participant and Genesis shall result from this Agreement. Participant shall not hold itself out as an employee or agent of Genesis. Participant shall not make any statement that leads any third party to reasonably believe that it is an agent of Genesis. Participant shall not use or refer to Genesis's or Issuer's name in any form of advertising or written materials without the prior written consent of Genesis and Participant agrees not to alter marketing language or web coding that is offered for electronic download on any Genesis website.

Section 6.4. Participant Information. Participant agrees that its logo, trademark, and the name of the company may be stated or used by Genesis in connection with servicing the Accounts.

Section 6.5. No Third Party Beneficiary. This Agreement is made for the express benefit of Participant and Genesis, not for the benefit or interest of any other persons or entities; provided, however, that Issuer is an express third party beneficiary of this Agreement. Accordingly, except as provided in this Section 6.5, no third party shall obtain or acquire any rights or interest in this Agreement or by reason of the performance or failure of performance of either of the parties or of their respective rights, privileges, duties or obligations arising under this Agreement. Nothing in this Agreement shall preclude the extension of the Program to Participant's operating company subsidiaries.

Section 6.6 Credit Procedures. Participant agrees that Genesis may pursue, in connection with Accounts, any collection procedures deemed appropriate by Genesis and/or Issuer, including modifying the Borrower's credit or payment terms or charging-off Accounts which Genesis, at the direction of Issuer, deems to be uncollectible, and to the extent that Participant has any liability or obligations under this Agreement in respect thereof (if any), such liability and obligations under this Agreement shall not be affected by any settlement, extension, forbearance or other action or inaction of Genesis in connection with any Account, or the discharge or release of the obligations of any Borrower by operation of law or otherwise.

Section 6.7. Notice. All notices and other communications under this Agreement will be in writing and will be deemed given (A) when delivered, if delivered personally; (B) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (C) on the date sent by facsimile or email (in each case with confirmation of transmission) if sent during the recipient's normal business hours, and on the next business day if sent after the recipient's normal business hours; or (D) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. The address for such notices for Participant will be Participant's address set forth in the Application, and for Genesis will be:

Genesis Bankcard Services, Inc.
 15220 NW Greenbrier Parkway, Suite 200
 Beaverton, Oregon 97006
 Attn: Client Services
 Fax: 503-268-4711
 Email: genesis_credit@genesis-fs.com

Either party may by written notice to the other party designate a different address and/or contact information.

Section 6.8. Non-Solicitation. Participant covenants and agrees that it will not take or cause any action to be taken by any of its agents, employees or affiliates, to solicit the payment of, the refinance of, or any alteration in payment procedures or terms of, any Purchase or amounts owing with respect to any Purchase.

Section 6.9. Governing Law. This Agreement shall be governed by the laws of the State of Oregon. Genesis and Participant agree that all actions, proceedings or counterclaims arising out of or relating to this Agreement shall be brought in state or federal courts located in Multnomah County, in the State of Oregon and that Genesis and Participant in connection with any such action, proceeding or counterclaim submit to the jurisdiction of, and agree to venue in such court. GENESIS AND PARTICIPANT ALSO IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 6.10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one Agreement.

Section 6.11. Confidentiality.

A. This Section 6.11 supersedes any other confidentiality or nondisclosure agreement previously entered into between the parties.

B. For purposes of this Agreement, “Confidential Information” means (x) all information of any nature and in any form, whether electronic, visual, audio, oral or written, (y) however communicated, whether by disclosure, observation, or otherwise, and (z) whether received before, on, or after the Effective Date. The term “Confidential Information” also includes, without limitation, NPI, financial information, trade secrets, intellectual property, code and systems, data, credit decisioning and underwriting policies, products, program structures, and any other policy, procedure, and information relating to Genesis’s business. Information will be considered Confidential Information and will be subject to this Agreement whether or not it is marked or designated “confidential” at the time of disclosure and includes all memoranda, summaries, notes, analyses, reports, compilations, interpretations, studies or other documents that contain, are based on, or reflect any Confidential Information. Notwithstanding the provisions set forth above, information will not be considered “Confidential Information” for purposes of this Agreement if it: (i) was known to the receiving party prior to disclosure by the disclosing party; (ii) was available to the receiving party from a source not subject to a confidentiality agreement with the disclosing party; (iii) was generally available to the public at the time of disclosure or subsequently becomes generally available to the public other than as a result, directly or indirectly, of disclosure by the receiving party (except that NPI will continue to constitute Confidential Information notwithstanding its availability to the public); or (iv) was developed independently by the receiving party without reference to the disclosing party’s Confidential Information.

C. The receiving party will maintain and comply with administrative, technical and physical safeguards that are designed to protect the security and integrity of the disclosing party’s Confidential Information, including in connection with any transfer, communication, remote access or storage, of the Confidential Information as permitted or required under this Agreement. The receiving party will immediately notify the disclosing party of any unauthorized disclosure or use of the disclosing party’s Confidential Information.

D. Neither party shall, at any time during or following termination of this Agreement, regardless of the manner, reason, time or cause of such termination, use any Confidential Information except as contemplated by this Agreement or directly or indirectly disclose or furnish to any person any Confidential Information of the other party. This Agreement does not confer on, or grant to, either party any right, title or interest in or to the other party’s Confidential Information.

E. Neither party shall, at any time during or following termination of this Agreement, regardless of the manner, reason, time or cause of such termination, directly or indirectly use, disclose or furnish any NPI of any Applicant or Borrower that was communicated to such party in connection with any Application or Prescreened Offer contemplated or actually made in connection with the Program to any person not entitled to receive such information except (i) with respect to Participant, upon the express written instructions of Genesis, (ii) by Genesis in accordance with this Agreement and for the purpose of the Program, including servicing Accounts, (iii) to the extent actually required in connection with any litigation between the parties arising out of this Agreement or (iv) as required or permitted by applicable law.

F. Notwithstanding anything to the contrary in this Agreement, in the event a receiving party is required by any court or legislative or administrative body (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar process) or requested by its regulator to disclose any Confidential Information of the disclosing party, the receiving party shall if lawfully permitted to do so give the disclosing party prompt notice of such requirement in order to afford the disclosing party an opportunity to seek an appropriate protective order. However, if the disclosing party is unable to obtain or does not seek such protective order and, in the opinion of the receiving party’s counsel, failure to disclose such Confidential Information by the receiving party will violate any law or regulation, the receiving party may disclose such Confidential Information without liability to the disclosing party. Notwithstanding anything to the contrary, nothing in this Agreement shall be deemed to prevent a receiving party from sharing Confidential Information with its auditors and professional advisors, insurers, or its independent contractors which persons have a professional or contractual obligation of confidentiality to such receiving party. The foregoing shall not be deemed to prevent (i) Participant from using sales representatives to facilitate the transmission of any such information in connection any such Application or Prescreened Offer or (ii) prevent Genesis from sharing such information with Issuer (if circumstances require) in accordance with applicable law. The receiving party is and will be fully responsible for any use or

disclosure of Confidential Information by any of its employees, agents, auditors, professional advisors, insurers, or its independent contractors in violation of this Agreement.

G. Each party recognizes, that as no remedy at law for damages is adequate to compensate for a breach of the covenants contained in this Section 6.11, such party shall be entitled to temporary and permanent injunctive relief against such breaches by the other party without the necessity of proving damages. Such permanent or temporary injunctive relief shall in no way limit any other remedies that may result from the breach of the covenants contained in this Section 6.11.

Section 6.12. Attorney Fees. In connection with any litigation or court proceeding arising out of the enforcement of this Agreement, the prevailing party shall be entitled to recover from the other party all cost incurred, including reasonable attorneys' fees incurred for services rendered before suit is brought, prior to trial, at trial, or appeal, or in federal bankruptcy proceedings.

Section 6.13. Entire Agreement. This Agreement, including the attached schedules and the other documents referred to in this Agreement, constitutes the entire understanding of the parties regarding the subject matter of this Agreement. This Agreement cannot be amended except by written instrument signed by both parties. However, Genesis may amend the Operating Procedures without the consent of Participant. The invalidity of any portion of this Agreement shall not affect the remaining provisions.

BY SUBMITTING AN APPLICATION TO GENESIS, PARTICIPANT AGREES TO THE TERMS OF THIS AGREEMENT. THIS AGREEMENT IS BINDING ON GENESIS AND PARTICIPANT UPON APPROVAL OF THE APPLICATION BY GENESIS AND ISSUER, AND UPON SUBMISSION BY PARTICIPANT OF ANY TRANSACTION TO ISSUER FOR PROCESSING.

SCHEDULE 1

ACCEPTABLE IDENTIFICATION DOCUMENTATION

Valid Acceptable Identification Documentation must have an ID number, expiration date, and photo and are limited to:

- State Issued Driver's License
- State Issued Identification Card
- U.S. Passport
- U.S. Resident Alien or Green Card
- U.S. Military ID, subject to the following:
 - A U.S. Military ID that has no ID number is not a valid form of identification. Some U.S. Military IDs use the Social Security Number as the ID number. In this case, the Social Security Number is the ID number and is valid to use as it appears on the card.
 - A U.S. Military ID that has an issue date, instead of an expiration date is acceptable. Add four years to the issue date to determine the expiration date.

SCHEDULE 2

FUNDING PERCENTAGE SCHEDULE

Annual Percentage Rate (APR)	Maximum Credit Line	Payment Factor	Discount Rate	Funding Percentage
15.75%	Up to \$15,000	3.0%	11.75%	88.25%

SCHEDULE 3

TRANSPARENCY PRINCIPLES

Our goal is to ensure clear communication to your customers of the information on the Program that is necessary for them to have a clear understanding of the account terms before they accept the product.

During the training that you and your staff receive on the Program, you will receive information on the program Operating Procedures. As more fully described in the procedures, the amount of information that you convey orally is to be limited to that necessary to direct customers to the appropriate written disclosures that are provided as part of the program. We encourage you to direct consumers to our Genesis Credit number 1-866-502-6439 with specific questions on their Accounts. One of our representatives will be there to assist the consumer.

There are **Important Things to Know About Accounts**, **Important Things to Know About Deferred Interest Promotions**, **Important Things to Know About Applications** and **Important Things to Know About Sale Transactions**. Please read them and review them with your staff and use the training session to get answers to questions that you might have.

Important Things to Know About Accounts

1. The accounts are open-end credit accounts.
2. When you sign up to participate in the Program, you and Genesis will agree on the product(s) to be offered by you.
3. Unless otherwise agreed, you cannot pass on any merchant or other Program fees to your customers.

Important Things to Know About Deferred Interest Promotions

There are some things you should know about deferred interest promotions (“no interest if paid in full”) that are offered under the Program:

1. Interest will accrue during the promotion period at the APR specified in the Account disclosures.
2. Paying only the minimum required payment every month may not pay off the entire promotion balance.
3. If the promotion balance is not paid in full within the promotion period, deferred interest that has accrued at the APR specified in the Account disclosures will be added to the Account balance.
4. An Account holder must pay off the promotion balance during the promotion period to receive the benefits of the deferred interest promotion.

Deferred interest promotions are not “zero interest” promotions and should not be described as such.

Important Things to Know About Applications

1. You must provide your customers with the terms and conditions included with the application/acceptance form signature page before you submit an application or before a customer accepts a prescreened offer.
2. All non-electronic applications/acceptance forms that you submit on behalf of your customers must be signed by the customer and retained by you for 60 months, unless we have an agreement with you to forward those to us periodically.
3. ALWAYS, provide your customers an opportunity to review the terms and conditions before allowing them to sign the application or accept a prescreened offer.

4. NEVER process applications/acceptance forms for applicants who are under duress (general sedation, in extreme discomfort, or heavily medicated).

Important Things to Know About Sales Transactions

1. Obtain the Account holder's signature on the printed sales receipt.
2. Retain all sales receipts for 60 months.