

LINE OF CREDIT ACCOUNT SUMMARY TABLE

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	29.99%
How to Avoid Paying Interest on Purchases	Your due date is at least 21 days after the close of each billing cycle. We will not charge you interest on your purchase if you pay the entire balance by the payment due date in your first billing statement for that purchase.
For Line of Credit Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a line of credit, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore
Fees	
Annual Fee	None
Penalty Fees <ul style="list-style-type: none"> • Late Fee 	Up to \$38

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases).” See your Line of Credit Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Line of Credit Agreement.

Current Rates on the Account: The Monthly Periodic Rate will differ based on product purchase and promotional pricing. APR will vary between 0.00% to 29.99%. Promotional pricing may differ per time and/or product. Promotional APRs may be based on creditworthiness.

The information about the costs and fees for this Line of Credit described in this application is accurate as of the program’s launch date. This information may have changed after that date. To find out what may have changed, call us toll-free at 1-888-522-9881 or write to us at Citizens Bank PO Box 2360, Omaha, NE 68103.

Military Lending Act Information:

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36%. This rate must include, as applicable to the credit transaction or account: the costs associated with credit-insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit or debit payment account).

To hear the Military Lending Act Information call 1-866-999-6336.

Notice to New York and Vermont Residents: Consumer reports may be requested in connection with the processing of your application and any resulting account. Upon your request, we will inform you of the names and addresses of any consumer reporting agencies that have provided us with such reports.

New York residents may contact the New York State Department of Financial Services by telephone at 1-877-226-5697 or visit its website at <http://www.dfs.ny.gov> for free information on comparative credit card rates, fees and grace periods.

Notice to Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Notice to Married Wisconsin Residents: No agreement, court order, or individual statement applying to marital property will adversely affect our rights with respect to your credit card account, unless you provide us now with a copy of, or complete information about, the agreement, order, or statement or unless we have actual notice of it.

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CITIZENS TERMS AND CONDITIONS

You are applying for a line of credit for which you may be approved or declined If you are declined, these documents will not apply to you. Please review everything below carefully for a full explanation of the line of credit terms and conditions.

You may authorize payments to be charged via ACH, debit, or credit (as applicable) payment card, which may be declined at the discretion of your card issuer or financial institution. Your payment card issuer may impose finance charges and/or fees on payments charged to your card as provided for in your cardmember, account and/or debit card agreement, and certain card and loyalty benefits or protections may not be available. You may also choose to mail in your payment.

Continue reading below for a full explanation of the line of credit terms and conditions.

CITIZENS LINE OF CREDIT

Please read the important information below about your request for this line of credit and the financial and legal terms which you must accept in order to continue with your line of credit from Citizens Bank, N.A. (“Citizens,” “Citizens One,” or “us”):

- **Your request for a line of credit from Citizens to finance your purchase of products**, including: (1) authorization for us to obtain and use your credit report in connection with the line of credit application; (2) consent for us and Retailer to share information with each other, and as applicable an alternative line provider about your application and line of credit; and (3) permission for us to send you text messages about your line of credit.
- **Your disclosures** from Citizens regarding the financial terms of your line of credit, including your Citizens line of credit Account Summary Table.
- **Your line of credit agreement**, which is the legal agreement describing all of our respective rights and obligations relating to this line of credit, including: (1) information about how and when you must make payments; (2) what will happen if you fail to make payments; (3) what happens to

your line of credit if you return or exchange any products; and (4) other important information about your legal rights and obligations in connection with your line of credit.

- **Recurring Payment Authorization (if elected):** Election of your payment type and authorization for recurring minimum monthly payments.
- **Citizens' privacy notice**, which explains how Citizens may share your non-public personal information with affiliated and non-affiliated entities, and how you can opt out of some of that information sharing.

INITIAL APPLICATION, CREDIT AUTHORIZATION, AND DATA-SHARING CONSENT

I would like to apply for the Citizens Line of Credit. I authorize Citizens to obtain my credit report to make credit decision and for other purposes. I understand that Citizens will assign a maximum credit limit subject to creditworthiness, affordability, and bank credit policy, even if the total package value of my initial purchase currently contains a lesser amount. I also understand that, if I request the name and address of the consumer reporting agency that furnished the report, Citizens will provide this information to me. I authorize Citizens and Retailer to share with each other information about me and my line of credit, including but not limited to, my application and line of credit status. I agree that I will be personally responsible for all payments I owe under the line of credit, and that minimum monthly payments will be charged using the payment method and account number I provide. I acknowledge that I may authorize payments to be charged to my payment card, via check or ACH, which may be declined at the discretion of my card issuer or financial institution. My payment card issuer or financial institution may impose finance charges and/or fees on payments charged to my card as provided for in my cardmember, account and/or debit card agreement, and certain card and loyalty benefits or protections may not be available. I authorize Citizens to contact me regarding my line of credit or my line of credit request, including repayment of my line of credit, using an automatic dialing service, prerecorded messages and/or SMS text messages, even if I will be charged by my service provider for receiving such communications. I further authorize Citizens to make such contact at the current and any future numbers that I provide for my cellular telephone. I authorize Citizens to place a temporary hold (preauthorization) on any payment card I provide in connection with this application, even though this may temporarily decrease the amount of credit available on my card or cause fees/liability with my financial institution.

LINE OF CREDIT AGREEMENT

In this Citizens Line of Credit Agreement (the "Agreement") "you", "your" and "yours" mean the borrower(s). "We," "us," "Citizens" and "Bank" means Citizens Bank, N.A. "(Insert Merchant Name) or "Merchant" means (Insert Merchant Legal Name). "Account" means your Citizens Line of Credit Account. "Line Number" means **any number or device** we provide to you to access your Account, and may include, but is not limited to, your Account number stored on www.service.citizensone.com (your "Line Number"), electronic tokens, or any other access device we authorize. You may only receive a Line Number when you open your Account. Citizens is the issuer of your Line of Credit and any associated line number assigned to your Account. All extensions of credit in connection with the Account are made by the Citizens. This Agreement establishes the terms of the Account and should be retained for your records. By using your Account to make a Purchase or other transaction or otherwise authorizing a Purchase, keeping or otherwise accepting the Line Number or Account, you agree to the terms and conditions of this Agreement. This Agreement means this document and the Account Summary Table, and any changes we make to these documents, from time to time.

1. **Your Promise to Pay and How to Use Your Account:** You are liable for use of the Line Number or Account by you and any person with actual, implied, or apparent authority to act for you, including any person you have designated to us as an authorized user ("Authorized User"). Any such use will constitute acceptance of all the terms and conditions of this Agreement, even though this Agreement is not signed. You authorize us to pay and charge your Account for any and all purchases resulting from use of the Line Number or the Account (each a "Purchase"). You promise to pay us (in U.S. Dollars drawn on U.S. financial institutions) as required by this Agreement for all of these Purchases, plus interest charges and all other fees and charges owed under this Agreement (including, without limitation, all Purchases made or used by an Authorized User).

Use of the Line Number or Account may include physical use, mail or telephone order, computer or other electronic transactions made without presenting the Line Number, or any other circumstance where you authorize a charge or authorize someone else to charge the Account. You may only use your Line Number to make purchases from Merchant. You agree to use the Line Number and the Account only for lawful personal, family or household purposes. You agree that you and each Authorized User will not use the Line Number or the Account for any commercial or unlawful purposes (e.g., gambling). We reserve the right to block all such transactions. In the event that an improper charge is processed, you will be liable for the charge to the fullest extent permitted by applicable law. Joint account holders are joint and severally liable.

2. **About the Financing Offers that Might be Available to You:**
 - a. **Generally:** Notwithstanding any other provisions of this Agreement, we may occasionally, at our option, make certain financing offers available for certain types of Purchases ("Promotional Offers"). Details of the Promotional Offer will be described in the specific offer. Features of Promotional Offers may include, among other things, interest-free periods; deferral and forgiveness of interest if a purchase is paid in full within the promotional period (and any other conditions are satisfied); reduced interest rates and/or special payment terms, including payments higher than otherwise required. The benefits of Promotional Offers may be contingent upon payment of your Account in accordance with this Agreement and/or the Promotional Offers. Information about Promotional Offers will be shown separately on your monthly billing statement ("Statement") or at the purchase stage, as long as the Promotional Offer is in effect. If you use your Account with a Promotional Offer, you acknowledge and agree that the specific terms of the Promotional Offer will modify and become part of this Agreement, and all other terms and conditions of this Agreement will apply to the Promotional Offer. **The standard provisions of this Agreement apply to all transactions not subject to a Promotional Offer. Subject to applicable law, we may condition any Promotional Offer on your compliance with the specified requirements and may not permit you to participate in Promotional Offers, if any, if you are late on any payment(s).**
 - b. **Promotional Offers that May be Available to You:** If a Promotional Offer is available at the time of your purchase, you will receive information at that time regarding the terms of the offer. **There may be certain purchase requirements, such as certain types of goods and/or services or minimum dollar amounts that must be met, for a purchase to be eligible to be financed on a given Promotional Offer.** There also may be other restrictions. The specific terms of the type of Promotional Offers that we may make available to you for certain

transactions from time to time are as set forth below in this Section 2b; provided, however, that such terms may be modified or supplemented by the terms set forth on or with the sales receipt or that are provided electronically or otherwise at the time of the purchase.

c. **Examples of Promotional Offers that May be Available:**

0% APR with an Equal Number of Payments Term: For this type of Promotional Offer, the APR for Purchases will be **0%** from the date of the purchase until the promotional balance has been paid in full. The minimum payment on the promotional balance are designed to pay the promotional balance in full at the end of the promotional term if on-time payments are made and will equal the amount of the qualifying purchase by the applicable repayment factor. This amount is then rounded to the nearest penny. The repayment factor is based upon the **0%** APR and the number of months in the promotional period. **Standard APR:** For this type of Promotional Offer, the APR for Purchases will be based on creditworthiness, and remain constant from the date of the purchase until the balance has been paid in full.

Same as Cash: For this type of Promotional Offer, the APR for Purchases will be **0%** from the date of the purchase until the promotional period ends (i.e. 12 billing cycles), and interest charges will begin to accrue at a stated APR (based on creditworthiness) on the remaining balance, the day after the promotional period ends.

3. How We Calculate the Interest Charges on Your Account:

- a. **Interest and Any Minimum Interest Charges:** Each billing cycle, we separately determine the interest charges on standard Purchases as applicable and each separate kind of promotional Purchase (each, a "Type of Balance"). For each Type of Balance, we determine interest charges each billing cycle by multiplying the Balance Subject to Interest Rate by the applicable Monthly Periodic Rate (see Section 4 for Interest Rate information) and by then multiplying the result by the number of days in the billing cycle. For each Type of Balance, the Balance Subject to Interest Rate is the average daily balance (including new transactions), as calculated pursuant to Section 3.b. below. To get the total interest charges each billing cycle, we add together the interest charges for all Types of Balances.
- b. **How We Will Calculate Interest on Your Account:** We use a method called "Average Daily Balance (including new transactions)" to compute the interest charge. For each Type of Balance, the Balance Subject to Interest Rate is the total of the closing daily balances for such Type of Balance for all the days in the billing cycle (treating any negative balance as \$0.00), divided by the number of days in such cycle. The closing daily balance for each Type of Balance equals the balance at the beginning of the day, plus any new transactions of the same Type of Balance and less any payments and credits applied to such balances. At the beginning of each billing cycle, the closing daily balance for each Type of Balance will also include any applicable interest charges and fees carried over from the immediately preceding billing cycle; and in the case of a deferred interest Promotional Offer it will include any interest charges that may have been assessed on the unpaid promotional balance at the end of the Promotional Offer term.
- c. **How Interest Accrues and How to Avoid Paying Interest on Purchases:** On each Purchase, interest begins to accrue on the transaction date. Generally, you can avoid paying interest on your purchase if you pay your entire statement closing date balance (identified on your Statement as the "New Balance") for that purchase in full by the Payment Due Date reflected on that Statement. If you have a promotional balance(s) on your Account, you may be able to avoid paying interest on a promotional purchase provided you pay the entire amount of that purchase by the Payment Due Date located in your first billing statement for

that purchase. For each Type of Balance that is a separate kind of promotional Purchase, please see Section 2 of this Agreement for more information about how to avoid paying interest on these transactions.

d. Treatment of Late Fees: We do not charge interest on Late Fees.

- 4. The Interest Rates on your Account:** The “Annual Percentage Rate” or “APR” is the annual rate of interest charged on Account balances. In connection with a Promotional Offer, we may charge a reduced promotional rate of interest. The Monthly Periodic Rate will equal the APR divided by 12.
- 5. A Minimum Payment is Due Each Month:** Each billing cycle you agree to pay at least the minimum payment due by the payment due date shown on your monthly Statement (the “Minimum Payment Due”). Each Minimum Payment Due will be due the same day of each month (“Payment Due Date”) as reflected on the Statement (which will be at least 21 days after your statement closing date each month).

The Minimum Payment Due will be calculated as follows:

- a. Equal installment payments over the term of the financed amount provided that payments are received by their payment due date; payments made after the payment due date may incur additional interest charges; plus
- b. each payment amount due in connection with a Promotional Offer balance, such as a special payment calculation, as described in Section 2 of this Agreement; plus
- c. any applicable fees and charges (except interest charges) assessed in the particular billing cycle; plus any past due amount.
- d. Credits, adjustments, refunds and similar Account transactions may not be used in place of payment of any portion of a required minimum payment. If you pay ahead by paying more than the Minimum Payment Due in one billing cycle, you will not be excused from paying the Minimum Payment Due in subsequent billing cycles.

Minimum payments with 0% Promotional APR or Same as Cash offers: For this type of Promotional Offer, the APR for Purchases will be **0%** from the date of the purchase until the promotional period ends (i.e., 12 billing cycles). Minimum payments on the promotional balance will equal the total balance minus any payments made during the promotional period divided by the number of billing cycles remaining in the promotional period. When this promotional period ends, you will start paying the stated interest on the remaining balance. The minimum payment will be re-calculated as stated in order above.

- 6. If You Pay Late You May Be Assessed a Late Fee:** The first time a Minimum Payment Due is not received by the Payment Due Date on the Statement, we may charge you a late fee of \$27. If over the next six billing cycles, the Minimum Payment Due is not received by the Payment Due Date on the Statement, we will charge you a late fee of up to \$38. You understand and agree that the fee will be included in the minimum payment due calculated for the billing statement on which the fee appears. The minimum payment must be paid by the due date shown on your billing statement.

7. **N/A: Administrative Fees:** If you request a paper copy of a Statement or sales draft or payment check, you may pay a fee so long as it is not prohibited by applicable law. The amount of the fee will be disclosed at the time you request this optional service. However, you will not be charged for copies of billing Statements, sales drafts, or other documents that you request for a billing error/inquiry you may assert under applicable law.
8. **Your Credit Limit:**
 - a. **Generally:** Your initial credit limit is provided at account opening. Your current credit limit will also be shown on your Statement.
 - b. **Changes to Your Credit Limit:** In our discretion, at any time, subject to applicable law, we may increase or decrease the credit limit that applies to your Account without providing prior notice to you. We will provide notification of any such change and your credit limit will be listed on the Statement. You may ask us to change your credit limit by contacting Customer Service at the number we provide to you when your Account is opened. We do not have to agree to any such request.
 - c. **Going Over Your Credit Limit:** You agree to not go over your credit limit. The Bank may permit you to go over your limit, in our own discretion. If your Account goes over your credit limit, you agree to pay the over limit amount when it is billed to you, or sooner upon request. If we permit you to exceed your credit limit, we will not have waived any of our rights under this Agreement, and reserve the right to deny future, similar requests.
9. **Your Monthly Billing Statements:** We will send a notification email to the email address we have in our records when your Statement is ready and you may access your statements online at www.service.citizensone.com or such other website we make available to you. If you have elected to receive paper statements, your statement will be sent to the physical, on-file address.
10. **How Your Payments Are Applied to Your Account Balance:** Subject to the following and applicable law, payments will generally be applied first to the oldest Purchases.
 - a. **How the Minimum Payment is Applied to Your Account:** We decide how to apply the Minimum Payment to the balances on your Account. We may apply your Minimum Payment Due in the following order: (i) to interest charges and other fees; and then (ii) in the case of multiple APRs, the payments will be prorated to satisfy the payment requirements in accordance with the repayment terms for each outstanding balance on the account (see Section 5 of this Agreement).
 - b. **Application of Payments in Excess of Minimum Payment:** We will generally apply payments and credits in excess of the Minimum Payment Due in the following order: (i) to purchase transactions with the highest Monthly Periodic Rates and corresponding APRs; (ii) to each successive purchase transaction with the next highest Monthly Period Rates and corresponding APRs; and (iii) to interest charges and other fees. **This means you may be required to pay off a balance that is subject to the standard APR before your excess minimum payment would be applied to any APR Promotional Offer balance.**
11. **How You Can Make Payments on Your Account: YOU MAY AT ANY TIME PAY OFF THE FULL UNPAID BALANCE OR PART OF THE UNPAID BALANCE UNDER THIS AGREEMENT.** For purposes of this Section 11, the term “business day of the Bank” or “business day” means Monday through Friday (excluding bank holidays).
 - a. **Payments by Mail:** Payments must be sent to the address designated on the Statement. Payments received at such address with the return portion of the Statement by 5:00 PM

Eastern Time on a business day will be credited on the day of receipt. However, if the payment due date falls on a day when we do not accept payments, we will not treat any payment as late if we receive it by 5:00 PM Eastern Time on the following business day. Payments received after 5:00 PM Eastern Time Monday through Saturday (excluding bank holidays) will be credited on the next business day. There may be a five (5) day delay of crediting if payments are not received in U.S. dollars, not made in the envelope provided with the Statement and accompanied by the payment stub which is part of the Statement, and/or not received at the address for payments designated on the Statement. You will need to allow up to seven (7) days for the U.S. Postal Service to deliver your payment. Payments must be made by check or money order payable in U.S. funds and drawn on a financial institution located within the United States. We do not accept payments on this Account at our branches.

Your available credit may not be immediately increased by the amount of your payment for up to seven (7) days to ensure we collect the funds from the bank on which your payment is drawn. If you overpay or if there is a credit balance on your Account, you will not be paid interest on that amount.

- b. **Same Day Telephone Payments:** You may also call us and arrange for an expedited payment through a customer service representative. By doing so, you authorize us or our agent to automatically initiate a single entry ACH debit to your checking account and will authorize your financial institution to accept these debits and charge them to your checking account. Payments arranged by 5:00 PM Eastern Time on business days will be credited on a same-day basis and payments arranged after 5:00 PM Eastern Time on a business day or on a non-business day will be credited on the next business day.
 - c. **Pay Online:** You may make a single payment or set up recurring payments to your Account by enrolling in the Online Account Management service at: www.service.citizensone.com. To enroll, enter your Account number, social security number, and zip code. Payments requested by 5:00 PM Eastern Time will be credited to your Account on the same day. Payments requested after 5:00 PM Eastern Time will be credited on the next day to your Account. A payment requested by 5:00 PM Eastern Time on a weekend or federal holiday will be credited as of the day you make the payment.
 - d. **Electronic Fund Transfer:** If you utilize a check to make payment on this Account, you authorize us to use the information from the check to make a one-time electronic fund transfer from your checking or deposit account or to process the payment as a check transaction. When we use the information from your check to make an electronic fund transfer, the funds may be withdrawn from your checking or deposit account as soon as the same day you make the payment and you understand you may not receive the check back from your financial institution.
12. **If Your Payment is Returned Unpaid:** If a payment you make is not honored by your financial institution and it has already been credited by us to your Account, we will reverse the credit and add the amount of the payment back to the Account as of the day the payment was first credited to the Account.
13. **Irregular Payment and Delay in Enforcement:** We may accept late payments, partial payments, check and money orders marked "Paid in Full" or language having the same effect without losing any of our rights under this Agreement. We can also delay enforcing our rights under this Agreement any number of times without losing them. If we at any time honor a purchase in excess of your maximum credit limit, we are not obligated to do so at any other time.

14. **If You Have a Credit Balance:** We will return to you any credit balance on your Account over \$1 within six (6) months (or, in our discretion, for a shorter time period). You may also request a refund of a credit balance on your Account at any time, by calling us at 1-888-522-9881 or sending your request to Citizens Bank PO Box 2360, Omaha, NE 68103, by first class mail, postage prepaid. We may reduce the amount of any credit balance on your Account by applying the credit balance towards new fees and charges posted to your Account.
15. **Purchases Made by Your Authorized Users:** We may allow you to have Authorized Users who may use your Account. When you allow an Authorized User to use your account, you will be liable for all transactions made by the person, including transactions for which you may not have intended to be liable, and even if the amount of liability causes you to exceed your credit limit. You must notify us at the telephone number provided to you when you opened your Account to revoke your permission to allow an Authorized User to use your Line Number or Account. Until you revoke your permission, you remain responsible for all charges made by the Authorized User, even if you did not intend to be liable.
16. **Entire Agreement:** You agree that this Agreement (as amended and supplemented from time to time), including the Account Summary Table, and the application constitute the final expression of the agreement between you and us and that this Agreement may not be contradicted by evidence of any prior, contemporaneous or subsequent oral agreement between you and us regarding your Account. The retail merchant and its employees have no authority to change, add to or explain the terms of this Agreement except to provide you with Promotional Offers.
17. **If You Default on This Agreement:** You agree that you will be in default, and we will not be obligated to honor any attempted use of your Account (even if we do not give you advance notice) if any of the following events occurs:
- a. We do not receive a required minimum payment by 5 PM, Eastern Time, on the Payment Due Date, accompanied by your Statement's payment stub (if mailed), or we do not receive any other payment required by this Agreement when such payment is due.
 - b. You exceed the credit limit.
 - c. You die or are declared legally incompetent or incapable of managing your affairs, become insolvent, file for bankruptcy, or otherwise become the subject of a bankruptcy petition or filing.
 - d. You give us false or misleading information at any time in connection with your Account.
 - e. You send us a check or similar instrument that is returned to you unpaid, or any automatic, electronic or other payment on your Account cannot be processed or is returned unpaid, for any reason, within the last six (6) billing cycles.
 - f. You breach or otherwise fail to comply with any term or condition of this Agreement.
 - g. We have reason to suspect that you or any Authorized User may have engaged or participated in any unusual, suspicious, fraudulent, or illegal activity on your Account or during the application process.
 - h. You do not give us any updated information about your name, address, phone number, finances, employment, or any other information we may reasonably request, promptly after the request. Upon default: (a) we will not be obligated to honor any attempted use of your Account (even if we do not give you advance notice); (b) we may require you to pay at once all or any portion of the balance outstanding under the Account; and (c) we may exercise any right provided by this Agreement or applicable law.

- i. There is a significant change in your ability to repay amounts owed under pursuant to this Agreement.

18. Your Liability for Unauthorized Use: If your Line Number is lost or stolen or if you believe someone may have used your Account without your permission, you must notify us at once. You may be liable for the unauthorized use of your Account. You will not be liable for unauthorized use that occurs after you notify us by writing to Citizens Bank PO 2360, Omaha, NE 68103, or verbally by calling Customer Service at 1-888-522-9881 the loss or theft of the Line Number or the possible unauthorized use of the Account. Your maximum liability is \$50. Subject to any restrictions of applicable law, we may terminate or limit access to your Account if you have notified us or we have determined that your Line Number may have been lost or stolen, or that there may be unauthorized access to your Account.

19. Closing Your Account:

- a. **We May Close your Account at Any Time:** We may without prior notice suspend or close your Account at any time, for any reason, including but not limited, to a change to your creditworthiness or Account inactivity. If we suspend or close your Account, you agree to pay us all amounts you owe under this Agreement (including any future interest charges or fees), under the terms and conditions of this Agreement, and you agree that we are not liable to you for any consequences resulting from closing your Account. If you are in default, we may close your Account and require you to pay us the entire amount owed under this Agreement in full, immediately. We may also increase the dollar amount of your minimum payment, subject to applicable law.
- b. **You May Ask Us to Close Your Account:** You may ask us to close your Account to new transactions at any time, by notifying Customer Service at Citizens Bank PO Box 2360, Omaha, NE 68103, by first class mail with your written notice or contacting us by calling Customer Service at 1-888-522-9881. If you request to close your Account by phone, we reserve the right to require a written notice from you. You also agree to stop using the Account immediately after you notify us that you want to close your Account to new transactions.

20. The Address on Your Account and Our Notices to You: If required by applicable law, we will send a Statements and Account notices to the physical address on our records. If you have agreed to receive electronic Statements and Account notices, we will send a notification email to the email address we have in our records when such documents are ready and you may access them online at www.service.citizensone.com or such other website of which we will notify you. You will promptly inform us of any change in your email address or your mailing address. You may change your address by calling us at 1-888-522-9881. We may in our discretion accept changes to your mailing address from the U.S. Postal Service. If this is a joint Account, we may send billing statements and notices to either of you.

21. Our Rights Continue: Any failure or delay in exercising any of our rights under the Agreement will not preclude us from later exercising those rights.

22. Changing This Agreement: Subject to applicable law, we may change this Agreement at any time or from time to time. For example, we may change the addresses and telephone numbers you should use to contact us, change fees, add new fees, change the interest rates or rate formulas that apply to your Account, increase your minimum payment due or add, delete or

modify non-economic terms. We will notify you of changes to this Agreement as required by applicable law. Any change, including any increase or decrease in the APRs on your Account, will become effective at the time stated in our notice and will apply to those balances, including new transactions, on your Account as described in our notice. If you have agreed to receive electronic Account notices, we may send a notification email to the email address we have in our records when such notices are ready and you may access them online at www.service.citizensone.com or such other website of which we will notify you. If required by applicable law, we will mail any required change in terms notice to the then-current address we have on file for your Account.

23. **Your Credit Performance:** Your Account was established based upon criteria reflecting your particular credit history and we will from time to time review your credit performance. If you do not maintain your past level of credit performance, we may change some or all of your Account terms and we will notify you as to such changes in accordance with applicable law.
24. **Your Credit Information and Your Credit Report:** You authorize us to obtain credit reports in connection with this Agreement and from time to time in connection with the review of your Account, or any update, extension or renewals of your Account, and for the purposes of collection of your Account. You authorize us to verify with others any information and to provide information about our transactions with you to third parties (including consumer reporting agencies, merchants and other lenders) for lawful purposes. **YOU UNDERSTAND WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. SUBJECT TO APPLICABLE LAW, LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.**
25. **How to Dispute Credit Reports Regarding Your Account:** If you think the information we furnished to consumer reporting agencies on the Account is not accurate, write us at Citizens Bank, One Citizens Bank Way, Johnston, RI 02919. You may experience a delay if you do not write to this address. In order for us to investigate your dispute, you will need to provide us with your name, address, and telephone number; the Account number you are disputing; and why you believe there is an inaccuracy. We will complete any investigation and notify you of our findings and, if necessary, corrections. You understand that calling us will not preserve your rights.
26. **We May Contact You:** Telephone calls and SMSs may be made to you using an automatic dialing-announcing device. Your telephone conversations with employees or agents of ours may be monitored and/or recorded. We also may monitor and record mail or conversations on our Websites between you and us and you and our agents, whether initiated by you or us or our agents. Use of your Account will signify your consent to such use of an automatic dialing announcing device, monitoring, and/or recording.
27. **Telephone Numbers We May Use to Contact You.** When you give us your mobile phone number, we have your permission to contact you at that number about all of your Citizens Bank N.A. accounts. Your consent allows us to use text messaging, artificial or pre-recorded voice messages and automatic dialing technology for informational and account service calls, and for any other purpose, including, but not limited to telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences.

28. **Assignment.** We may at any time assign or sell this Account, any sums due on this Account, this Agreement, or your rights or obligations under this Agreement. The assignee shall be entitled to all of our rights under this Agreement, to the extent assigned. You may not sell, assign or transfer your Account or any obligations under this Agreement.

29. **Governing Law: Applicable federal law and the substantive laws of the Rhode Island (to the extent not preempted by federal law) without regard to principles of conflict of law or choice of law, shall govern this Agreement including the rate of interest and fees.**

30. **ARBITRATION AGREEMENT**

If you are a Covered Borrower, as defined by the Military Lending Act, the arbitration provisions set forth in this section do not apply to you.

This section constitutes the Arbitration Agreement between you and us.

- a. **READ THIS SECTION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED.** If you do not opt out, either you or we may elect to have any dispute between us resolved by binding arbitration. If elected, neither you nor we will have the right to: (1) have a court or a jury decide the dispute; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in a class arbitration; or (4) join or consolidate a claim with claims of any other persons. Arbitration procedures are simpler and more limited than rules applicable in court. The decision of the arbitrator is generally final and binding. You have the right to cancel or opt out of this Arbitration Agreement as set forth below.
- b. **Special Definition of "We," "Us," and "Our."** For purposes of this Arbitration Agreement, the terms "we," "us" and "our," in addition to the meanings set forth in this Agreement, also refer to our employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, successors and assigns.
- c. **Binding Arbitration.** If you have a dispute with us, and we are not able to resolve the dispute informally, you and we agree that upon election by either you or us, the dispute will be resolved through the arbitration process as set forth in this part. A "claim" or "dispute," as used in this Arbitration Agreement, is any unresolved disagreement between you and us, arising from or relating in any way to your Citizens Line of Credit Agreement, addendums or modifications thereto, or the relationship between us. It includes any disagreement relating in any way to services, accounts or any other matters; to your use of any of our banking facilities; or to any means you may use to access your Account(s). Any claims or disputes arising from or relating to the advertising of our services, the application for, or the approval or establishment of your Account are also included. Claims are subject to arbitration, regardless of what theory they are based on, whether they seek legal or equitable remedies,

or irrespective whether they are common law or statutory (federal or state) claims. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future. Disputes include any claim or dispute, whether in contract, tort, statute or otherwise, including disagreements about the meaning, application or enforceability of this arbitration agreement.

- d. **TRIAL WAIVER: YOU AGREE THAT YOU AND WE WAIVE THE RIGHT TO A JURY TRIAL AND TRIAL BEFORE A JUDGE IN A PUBLIC COURT.** Individual claims filed in a small claims court (or an equivalent state court) are not subject to arbitration, as long as the matter remains in small claims (or equivalent state) court. If either you or we fail to submit to binding arbitration of an arbitratable dispute following lawful demand, the party so failing shall bear all costs and expenses incurred by the other in compelling arbitration.
- e. **CLASS ACTION AND CLASS ARBITRATION WAIVER:** NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY COURT ACTION OR ARBITRATION, OR TO INCLUDE IN ANY COURT ACTION OR ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, UNLESS THOSE PERSONS ARE JOINT BORROWERS OR BENEFICIARIES ON YOUR LINE OF CREDIT. This is so whether or not the claim has been assigned.
- f. **Arbitration Procedures.** You or we may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has been previously commenced. Each arbitration, including the selection of the arbitrator(s), shall be administered by the American Arbitration Association (AAA) or JAMS according to such forum's rules and procedures. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating arbitration by contacting these arbitration forums: American Arbitration Association at 1-800-778-7879 (toll-free) or www.adr.org; or, JAMS at 1-800-352-5267 (toll-free) or www.jamsadr.com. In the event that JAMS or the AAA is unable to handle the dispute for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties pursuant to the AAA rules of procedure; or, if the parties cannot agree, selected by a court in accordance with the Federal Arbitration Act (Title 9 of the United States Code) ("FAA"). To the extent that there is any variance between the selected forum's rules and this Arbitration Agreement, this Arbitration Agreement shall control.

If you initiate the arbitration, you must notify us in writing at Citizens Merchant Financing, PO Box 4214, Providence, RI 02940-2124. If we initiate the arbitration, we will notify you in writing at your last known address in our file.

The arbitration shall take place in the federal judicial district in which you reside, unless the parties agree to a different location in writing. Arbitrators must be members of the state bar

where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation.

The arbitrator will follow applicable substantive law to the extent consistent with the FAA. The arbitrator will give effect to the applicable statutes of limitation and will dismiss barred claims. In addition, you or we may submit a written request to the arbitrator to expand the scope of discovery normally allowable. At the timely request of either you or us, the arbitrator must provide a brief written explanation of the basis for the award. A judgment on the award may be entered by any court having jurisdiction.

You and we agree that in our relationship arising from this Line of Credit Agreement: (1) the parties are participating in transactions involving interstate commerce; (2) the arbitrator shall decide any dispute regarding the enforceability of this arbitration agreement; and (3) this arbitration agreement and any resulting arbitration are governed by the provisions of the FAA, and, to the extent any provision of that act is inapplicable or unenforceable, the laws of the state that govern the relationship between you and us.

No arbitrator shall have authority to entertain any dispute on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

- g. **Arbitration Costs.** The party initiating the arbitration (or appeal of the first arbitration award) shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so; or if you ask us in writing and we determine in good faith there is justifiable reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but the arbitrator will have the authority to award attorneys and expert witness fees and costs to the extent permitted by the Line of Credit Agreement, the forum's rules or applicable law.
- h. **Arbitration Award and Appeal.** The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. Any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the forum. The panel shall reconsider anew all factual and legal issues, following the same rules of procedure and decide by majority vote. Reference in this Arbitration Agreement to "the arbitrator" shall mean the panel if an appeal of the

arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph entitled "Arbitration Costs." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

- i. **Severability and Survival.** If any part of this Arbitration Agreement, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. The Class Action Waiver is non-severable. If deemed or found to be unenforceable for any reason, the whole Arbitration Agreement shall be void and null. This Arbitration Agreement shall survive changes in this Agreement and termination or modification of the Account or the relationship between you and us, including the bankruptcy of any party and any sale of your Account, or amounts owed on your Account, to another person or entity.
- j. **Notice and Cure; Special Payment.** Prior to initiating an arbitration, you may give us a written Claim Notice describing the basis of your claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than 30 days, to resolve the claim. Such a Claim Notice must be sent to us by certified mail, return receipt requested, at Citizens Merchant Financing, PO Box 42124, Providence, RI 02940-2124. This is the sole method by which you can submit a Claim Notice. If (1) you submit a Claim Notice in accordance with this Paragraph on your own behalf and not on behalf of any other party; (2) you cooperate with us by promptly providing the information we reasonably request; (3) we refuse to provide you with the relief you request; and (4) the matter then proceeds to arbitration and the arbitrator subsequently determines that you are entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$3,000 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled). You should address all claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this \$3,000 minimum award is a single award that applies to all claims you have asserted or could have asserted in the arbitration, and multiple awards of \$3,000 are not contemplated.
- k. **Rights Preserved.** This Arbitration Agreement does not prohibit you or us from exercising any lawful rights or using other available remedies to preserve, or obtain possession of property; exercise self-help remedies, including setoff rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or the appointment of a receiver by a court of competent jurisdiction.
- l. **Right to Cancel or Opt Out of This Arbitration Agreement.** You may opt out of this Arbitration Agreement to resolve any claim or dispute. To opt out of this Arbitration Agreement, you must send us written notice of your decision within 45 days of the date of the Line of Credit Agreement. Such notice must clearly state that you wish to opt out of the Arbitration Agreement section of this Line of Credit Agreement. It should include your name, address, line of credit number and your signature and must be mailed to Arbitration

Opt-Out, PO Box 6067, Providence, RI 02940-6067. This is the sole method by which you can opt out of this Arbitration Agreement. Your exercise of the right to opt out will not affect any remaining terms of this Note and will not result in any adverse consequence to you or your loan/account. You agree that our business records will be final and conclusive evidence with respect to whether you opted out of this arbitration agreement in a timely and proper fashion. Where a joint account is involved, an 'opt out' notice from one joint owner is effective only as to that joint owner.

31. **Continuation of Our Rights.** We may delay or forgo enforcing any of our rights or remedies under this Agreement without losing them.
32. **Correction of Errors.** You agree to fully cooperate and adjust all typographical, computer calculation or clerical errors discovered in any or all of the documents relating to this Agreement, including your application for credit, the Agreement, disclosure statements and any other disclosures or notices. All parties involved will be notified and receive a corrected copy of the changed documents
33. **Severability.** Any provision in this Agreement that is held unenforceable will be considered omitted without affecting the validity or enforceability of the remainder of the Agreement.
34. **Caption Headings.** The caption headings in this Agreement may not fully describe the contents of each section. Please read the entire Agreement very carefully to ensure that you fully understand your rights and obligations.
35. **Product Shipment.** Retailer is solely responsible for the installation and/or shipment of all Products that you have financed under this Agreement. If the installation and/or shipment of any Product is delayed, your Repayment Period may begin before all items are installed/shipped. We and Retailer reserve the right to refuse to install/ship any Products without prior notice to you if any payment under this Agreement is overdue until such time as all overdue payments under this Agreement are actually received.
36. **Returns and Exchanges.** All Product returns will be handled by Retailer Restocking or other fees charged by Retailer may reduce any return credit you receive. Retailer will process Product returns according to its return policies in its sole discretion. Please contact Retailer for additional detail about those policies. Retailer will notify us of its acceptance of any return and any return credit to which you are entitled. Following receipt of such notice from Retailer, we will apply such return credit as applicable. You will continue to be liable for repayment according to the terms and conditions of the Agreement for any remaining amounts due after application of any return credit.
37. **Product Warranties.** Any claims you may wish to file relating to a warranty associated with a Product should be filed with Retailer
38. **Business Relationship with Retailer.** Citizens and Retailer have a business relationship relating to Retailer's sale of Products that are financed by a Citizens line of credit. Such business relationship may include the payment of a fee by Retailer to us for providing Credit to you.

39. **Buyer's Right to Cancel.** You may have a right to cancel after the date of this Agreement. See the NOTICE OF CANCELLATION form provided by Retailer for a full explanation of your right to cancel, including the timeline for cancellation and required steps to invoke your right to cancel this Agreement and your transaction.
40. **Insurance.** Purchase of insurance is not required to obtain credit, and you may obtain property insurance from any provider.
41. **Requesting, Obtaining, and Sharing Information About You.** Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time.

NOTICES

- A. YOU MAY AT ANY TIME PAY YOUR TOTAL INDEBTEDNESS UNDER THIS AGREEMENT.
- B. KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.
- SUBJECT TO APPLICABLE LAW, THE BANK CAN CHANGE THE TERMS OF, ADD NEW TERMS TO, OR DELETE TERMS FROM THIS AGREEMENT. THE BANK WILL GIVE YOU ADVANCE NOTICE OF THE CHANGE, ADDITION OR DELETION WHEN REQUIRED BY APPLICABLE LAW. ANY CHANGE, ADDITION, OR DELETION TO THIS AGREEMENT WILL BECOME EFFECTIVE AT THE TIME STATED IN THE NOTICE.**

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

In Case of Errors or Questions about Your Bill

If you think your bill is wrong or if you need more information about a transaction on your bill, write us (on a separate sheet) at: Disputes Dept, One Citizens Bank Way, Johnston, RI 02919, as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us at 1-888-522-9881 but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate whether or not there has been an error the following are true:
- We cannot try to collect the amount in question or report you as delinquent on that amount

- The charge in question may remain on your statement and we may continue to charge you interest on that amount.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain why we believe the bill is correct.

After we finish our investigation, one of two things will happen:

- ***If we made a mistake***: You will not have to pay the amount in question or any interest or other fees related to that amount.
- ***If we do not believe there was a mistake***: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Line of Credit Purchases

If you are dissatisfied with the goods or services that you have purchased with your line of credit and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right all of the following must be true: (1) the purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50; (2) You must have used your line of credit for the purchase; and (3) you must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Citizens, PO Box 2360, Omaha, NE 68103. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation we will tell you our decision. At that point if we think you owe an amount and you do not pay we may report you as delinquent.

How much to pay: You must pay at least the minimum amount due by the payment due date. You may pay the entire balance at any time. Any amount past due must be paid immediately.

Unsecured Line of credit. This is an unsecured line of credit.

NOTICE

ANY HOLDER OF THIS CONSUMER-CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH

THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

State Disclosure Notices.

IOWA RESIDENTS: IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

IOWA and KANSAS RESIDENTS: **NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law. You acknowledge that you have received a copy of this notice.**

MISSOURI RESIDENTS: **Oral Agreements or commitments to line of credit money, extend credit or to forbear from enforcing repayment on a debt including promises to extend or renew such debt are not enforceable. To protect you (borrowers) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

NEW HAMPSHIRE RESIDENTS: If you prevail in any action, suit or proceeding we bring or in an action you bring in connection with this Agreement, reasonable attorneys' fees will be awarded to you. If you successfully assert a pertinent defense, set off, recoupment or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorneys' fees as the Court deems appropriate.

NEW JERSEY RESIDENTS: The section headings of the Agreement are a table of contents and not contract terms. Portions of this Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Agreement, acts or practices (1) by you which are or may be permitted by "applicable law" are permitted by New Jersey law, and (2) that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law.

NEW YORK RESIDENTS: **NOTICE TO THE BUYER: 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this agreement. 3. Under the law, you have the right to pay off in advance the full amount due. If you do so, you may, depending on the nature of the credit-service charge, either: (a) prepay without penalty, or (b) under certain circumstances obtain a rebate of the credit service charge.**

TEXAS RESIDENTS: **THIS WRITTEN LINE OF CREDIT AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

UTAH RESIDENTS: This Agreement is the final expression of the Agreement between the parties, and it may not be contradicted by evidence of an alleged oral agreement.

WEST VIRGINIA RESIDENTS: Reference to the payment of attorneys' fees and court costs in the terms of this Agreement is void.