

# BlueTape Credit Request App



**!** Please complete the page 1, read the agreement and sign on page 4. Return the completed and signed application to your supplier or upload the application to [Bluetape.com/paperapplication](https://bluetape.com/paperapplication)

## Company Information

Company Legal Name	Doing business as (DBA), if different from legal name and any prior names			
Business Address	City	State	Zip	
Business Telephone	Company Website			
Billing Contact (First, MI, Last)	Email Address	Cell/Mobile		
Billing Address (if different from above)	City	State	Zip	
Tax ID (i.e. FEIN, TIN)	Business Start Date	Annual Sales \$		
Type of Entity:	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC/Limited Partnership	<input type="checkbox"/> General Partnership	If Incorporated, State: _____
(Check only one)	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Government	<input type="checkbox"/> Other: _____	If Incorporated, Date: _____
1. Have (either of) you or any firm in which you were a major owner ever declared bankruptcy or settled any debt for less than the amounts owed? If yes, please provide date and details.				<input type="checkbox"/> YES <input type="checkbox"/> NO
2. Are (either of) you a defendant in any suit or legal action?				<input type="checkbox"/> YES <input type="checkbox"/> NO
3. Are (either of) you presently subject to any unsatisfied judgments or tax liens?				<input type="checkbox"/> YES <input type="checkbox"/> NO
4. Income taxes are filed through (Date):	Total estimated business debt (including tradelines, loans, etc.)			

## Principals/Ownership (Include Owners with 25% or More Ownership, Officers, Partners, Directors or Proprietor)

1. Name (First, MI, Last)	Date of Birth	Title	Ownership %	SSN	
Home Address	City	State	Zip	Telephone	Email
Signature					
2. Name (First, MI, Last)	Date of Birth	Title	Ownership %	SSN	
Home Address	City	State	Zip	Telephone	Email
Signature					
3. Name (First, MI, Last)	Date of Birth	Title	Ownership %	SSN	
Home Address	City	State	Zip	Telephone	Email
Signature					
4. Name (First, MI, Last)	Date of Birth	Title	Ownership %	SSN	
Home Address	City	State	Zip	Telephone	Email
Signature					

## Purchasing Information

<b>CREDIT LIMIT REQUEST</b>	\$		
Monthly Spend at This Store	\$	First Order Amount	\$
Authorized Purchasers:			
Name #1	Email		Cell Phone
Name #2	Email		Cell Phone

## BlueTape Trade Credit Agreement

This BlueTape Trade Credit Agreement ("Agreement") governs the Line of Credit (as defined below) offered by CBW BANK.

### Terms and Conditions

"BlueTape Trade Credit" is a business line of credit program for BlueTape, Inc.'s (together with any affiliate or subsidiary thereof, "BlueTape") customers, who may apply for and receive commercial-purpose revolving lines of credit that are issued by CBW BANK (collectively, the "Program"). As used in this Agreement, "Bank," "we," "us" and "our" refers to CBW BANK, a Kansas state-chartered bank, and its service providers, which may include BlueTape. "Purchaser," "you" and "your" refer to the entity listed in the Agreement Summary box above (the "Agreement Summary") that is receiving a commercial-purpose revolving line of credit that is issued by Bank pursuant to the Program and is subject to this Agreement (the "Line of Credit"). This Agreement is between you and Bank. **Any Advances made to you pursuant to your Line of Credit are made by CBW BANK, and, unless transferred or assigned by CBW BANK, CBW BANK is the creditor for your Line of Credit and all Advances.**

Bank has agreed to extend a Line of Credit to you subject to the terms and conditions of this Agreement. In return for any Advance that you receive from Bank, you agree to pay to Bank the full principal balance with respect to each Advance plus all earned interest and fees plus all other amounts that are due but unpaid in connection with such Advance (collectively, the "Advance Balance") in accordance with the terms and conditions of this Agreement. You agree that the aggregate of all Advance Balances (the "Aggregate Outstanding Balance") will not exceed the Maximum Credit Amount. Your Credit terms are summarized in the boxes above and described in detail in the Agreement.

### Rate and Fees

**Application Fee:** \$150. The application fee may be waived for Seller-sponsored programs when application is submitted online on app.bluetape.com.

**Annual Membership Fee:** \$495 The annual membership fee may be waived for Seller-sponsored programs.

**Monthly Fee Applied to Each Advance:** The dollar amount each Advance will cost you. The Monthly Fee applicable to each Advance will be set forth on app.bluetape.com at the time you request an Advance. The Monthly Fee will be based on the Indexed Rate in effect as of the Approval Date of each Advance and will range from 0% to 2.2% + Indexed Rate per month.

**Rescheduling Fees:** To avoid penalty fees and interest charges in case of hardship, you may contact the BlueTape team to request an extension of your payment schedule term. A Rescheduling Fee may then be assessed.

**Penalty Monthly Interest (where applicable):** Up to 2.8% + Indexed Rate per month, to the extent not prohibited by applicable law. This interest will apply to your Outstanding Aggregate Balance if you: (1) make a payment that is returned; (2) an automatic payment is returned; (3) have two weekly payments pass the 3-day grace period; (4) have one one-time payment pass the 3-day grace period; (5) where applicable, do not pay a Payment Amount by the Payment Due Date in which it is due 2 times in 12 Payment Due Dates; or (6) if applicable, have any Payment Amount remain unpaid for 2 Payment Due Dates in a row.

**How Long Will the Penalty Monthly Interest Apply?** If the Penalty Monthly Interest is applied for any of the reasons indicated above, it will apply, subject to applicable law, until you have (1) made timely payments for 3 consecutive Payment Due Dates and had no returned payments during that time or (2) paid your Outstanding Aggregate Balance in full, whichever is earlier.

**Explanation of Variable Rates:** If SOFR changes, the Indexed Rate will change (and corresponding Monthly Fee and Penalty Monthly Interest will change). In that case, you may pay more fees and may have a higher Payment Amount. When the SOFR changes, the resulting changes to the Monthly Fee for new Advances and the Penalty Monthly Interest will take effect as of the first day of the calendar month.

"SOFR" means the 30-Day Average Rate Secured Overnight Financing Rate (SOFR) published by the FEDERAL RESERVE BANK OF NEW YORK on the last working day of the prior month for the upcoming month. It can be found at <https://www.newyorkfed.org/markets/reference-rates/sofr-averages-and-index>.

"Indexed Rate" means SOFR divided by 12. Should the SOFR 30-Day Average Rate be less than 1.00%, the Indexed Rate shall be deemed to be 1% divided by 12.

**Penalty Fees: Unsuccessful ACH Processing Fee:** Up to \$39 for each ACH payment failed due to insufficient balance, incorrect bank information, closed account, or any other reason. **ACH Return Fee:**

Up to \$40 for each ACH return after successfully processing ACH. **ACH Block Fee:** Up to \$40 for each ACH return as result of blocking us to collect payment that is rightfully processed. **Returned Check Payment:** Up to \$40 for each failed check payment. **Late Payment:** \$35 or 1% of any past due payment in full amount, whichever is greater.

**Check Processing Fee:** \$15 for each payment for which a check payment is made.

**Default Fee:** To the extent not prohibited by applicable law, in case of an Event of Default, we may charge a Default Fee in the amount of 10% of the Outstanding Aggregate Balance.

**Account Reactivation:** \$150, if your account is suspended and you request to re-activate after it returns to good standing.

**Collection Fee and Attorney Fee:** To the extent not prohibited by applicable law, in case of an Event of Default, you will be responsible for all expenses, including, but not limited to, collection costs, all attorneys' fees and expenses, and all other expenses of like or unlike nature which may be expended to obtain or enforce payment of obligations either as against you or any Personal Guarantor or surety of you or in the prosecution or defense of any action or concerning any matter arising out of or connected with the subject matter of this Agreement, the Obligations, or any of our rights or interests therein or thereto, including, without limiting the generality of the foregoing, any counsel fees or expenses incurred in any bankruptcy or insolvency proceedings, and all costs and expenses incurred in connection with the defense, settlement or satisfaction of any action, claim or demand asserted against us or BlueTape in connection therewith, which amounts shall be considered advances to protect our and BlueTape rights hereunder. To the extent permitted by applicable law, all such expenses will become a part of the Obligations and, at our option, will be payable on demand. Such right shall be in addition to all other rights and remedies to which Bank may be entitled upon an Event of Default.

### 1. Definitions

Capitalized terms not otherwise defined in this Agreement have the meaning set forth below.

"Advance" means the actual amount of funds that are disbursed by Bank to a Seller to finance a Purchase made by the Purchaser.

"Advance Request" means each request for an Advance by Purchaser made through app.bluetape.com, by making a Purchase from a Seller participating in the Program, or such other means made available by Bank.

"Approval Date" means the date that you and Bank enter into this Agreement, which shall be the date on which you receive an email and/or text message from BlueTape informing you that you have been approved for a Line of Credit. The Approval Date will be "TBD" if you are reviewing as part of your application.

"BlueTape Account" means the account with BlueTape used by you pursuant to the Customer Agreement for Purchaser.

"Customer Agreement for Purchaser" means the Customer Agreement for Purchaser agreed to by you and BlueTape, as may be amended from time to time.

"Disbursement Date" means the date on which any Advance is disbursed to a Seller to finance a Purchase.

"Final Payment Date" means the date, as specified in the Agreement Summary above, on which each Advance Balance is due and payable in full; provided that the Final Payment Date may be modified on app.bluetape.com with the written consent of Purchaser and BlueTape.

"Governmental Authority" means any governmental or self-regulatory body that has jurisdiction over you, us, or the Program, including: (i) any federal, state, local, foreign or other court; and (ii) any governmental department, bureau, or agency.

"Linked Bank Account" means any transaction account linked to your BlueTape Account.

"Maximum Credit Amount" means the amount set forth in the Agreement Summary above and/or on app.bluetape.com, as may be modified by us from time to time in our sole discretion.

"Monthly Fee" means the fee assessed by Bank in connection with each Advance and represents the total financing cost of any applicable Purchases. The amount of the Monthly Fee applicable to an Advance will be set forth on app.bluetape.com at the time you request the Advance. The Monthly Fee in effect at the time of each Advance will vary based on the Indexed Rate in effect as of the Approval Date of each Advance and will range from 0% to 2.2% + Indexed Rate per month. The Monthly Fee is fully earned and is added on to the Advance Balance on the Disbursement Date.

"Party" means Purchaser or Bank, each individually, and the "Parties" means Purchaser and Bank collectively.

"Payment Amount" means the amount due to Bank by Payment Due Date, beginning on the Repayment Start Date, as specified on app.bluetape.com.

"Payment Due Date" means the date, as specified on app.bluetape.com, for which such Payment Amount is due.

"Penalty Monthly Interest" means interest applied to your Outstanding Aggregate Balance that is applied if you (i) make a payment that is returned; (ii) have a scheduled automatic payment that is returned; (iii) have two weekly payments pass the 3-day grace period; (iv) have one one-time payment pass the 3-day grace period; (v) if applicable, do not pay the Payment Amount by the Payment Due Date in which it is due 2 times in 12 Payment Due Dates; or (vi) if applicable, have any Payment Amount remain unpaid for 2 Payment Due Dates in a row. Subject to applicable law, the Penalty Monthly Interest will remain in effect until you have (a) made timely payments for 3 consecutive Payment Due Dates and had no returned payments during that time or (b) paid your Outstanding Aggregate Balance in full, whichever is earlier.

"Principal Owner" means, with respect to a legal entity: (i) each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interests of the legal entity; and (ii) any individual with significant responsibility for managing the legal entity, such as an executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer) or any other individual who regularly performs similar functions.

"Proceeds" means (i) anything acquired upon the sale, lease, license, exchange, or other disposition of the Property; (ii) any rights and claims arising from the Property; and (iii) any collections and distributions on account of the Property.

"Property" means all property, whether tangible or intangible, that you purchase, in part or in full, with the Line of Credit and that you own or have sufficient rights in which to transfer an interest, and includes (i) all parts, accessories, repairs, replacements, improvements, and accessions to such property; (ii) any original evidence of title or ownership; and (iii) all obligations that support the payment or performance of the property.

"Purchase" means any purchase of goods or services, made for permitted business purposes, all or part of which is financed with the Line of Credit.

"Repayment Start Date" means the first Payment Due Date. 30 days after each Disbursement Date for weekly payments; or 30, 60, 90 or 120 days after the Disbursement Date for single-payment, as set by Seller or selected by Purchaser on app.bluetape.com.

"Seller" means the entity that creates the invoice for goods you purchased from them or services provided to you, or issues sales orders or quotes for goods and/or services you requested.

"Disbursement Date(s)" means the date on which any Advances are disbursed to the Seller to finance a Purchase.

### 2. Information About Your Line of Credit; Conditions

Bank is extending a Line of Credit to you, subject to the terms and conditions of this Agreement. The Line of Credit is a revolving line of credit and may be re-used up to the Maximum Credit Amount after it has been repaid. Each Advance pursuant to this Line of Credit is subject to the following conditions precedent at the time of the Advance Request: (i) the Advance will not cause your Aggregate Outstanding Balance to exceed the Maximum Credit Amount, (ii) BlueTape has received the Purchase invoice for which the Advance relates, and (iii) BlueTape has received such other documents, information, notices and/or instruments as it shall request. You agree that the Advances will be disbursed to the Seller for the sole purpose of financing a Purchase. You may never use or permit the use of the Line of Credit in any way that will cause you to exceed Maximum Credit Amount. You are responsible for repaying any outstanding amount under this Agreement, including but not limited to those that have caused you to exceed your Maximum Credit Amount. You acknowledge and agree that all Purchase invoices provided to Bank by you or a Seller shall constitute an Advance Request. You hereby authorize Bank to make an Advance pursuant to this Line of Credit pursuant to any Advance Request, including an Advance Request provided to Bank via BlueTape by a Seller. If you did not authorize the invoice associated with the Advance request, you may cancel the Advance Request by notifying BlueTape in writing within 3 business days of the Advance Request. For any dispute raised after 3 business days from when Advance Request is posted on your account, you may request the seller to issue a full or partial refund, which Blue Tape will process upon the seller's approval.

### 3. Condition of Willingness to Consider Lending

Bank, at its sole and absolute discretion, may decide not to approve any Advance or may suspend your ability to make Purchases using the Line of Credit for any reason including, without limitation, if (i) your representations and warranties set forth in this Agreement are untrue or incorrect on the date of such Advance Request and/or an earlier date contemplated by such representation or warranty; (ii) an event has occurred that constitutes an Event of Default hereunder or which, with notice or the passage of time or both, would constitute an Event of Default hereunder, (iii) any portion of a Payment Amount remains unpaid after a Payment Due Date; or (iv) the amount of the Advance being requested by you will result in you exceeding the Maximum Credit Amount.

### 4. Financial Information; Reevaluation of Credit; Credit Reporting

(a) **Financial Information.** You and each Guarantor (if any) authorize Bank to obtain business and personal credit bureau reports in your and any Guarantor's name, respectively, at any time and from time to time for purposes of deciding whether to approve the requested Line of Credit and any Advances made pursuant hereto or for any update, renewal, or extension of credit or any other lawful purpose. You understand that obtaining your credit bureau report may affect your credit score with one or more credit bureaus. Upon your or any Guarantor's request, we will advise you if we obtained a credit report and we will give you or Guarantor the credit bureau's name and address. You and each Guarantor (if any) agree to submit current financial information, a new credit application, or both, in your name and in the name of each Guarantor, respectively, at any time promptly upon our request. You authorize Bank to act as your agent for purposes of accessing and retrieving transaction history information regarding you from a Seller.

(b) **Reevaluation of Credit.** To the fullest extent permitted by applicable law, we may at any time and from time to time, in our sole discretion and subject to any applicable notice requirements (i) increase or decrease the Maximum Credit Amount, (ii) increase or decrease the Monthly Fee, and/or (iii) terminate this Agreement.

(c) **Credit Reporting.** You and each Guarantor are hereby notified that we may report information about your Line of Credit to credit bureaus, including, with respect to any Guarantor, consumer credit reporting agencies. Late payments, missed payments, or other defaults on your Line of Credit may be reflected in your credit report. Guarantor acknowledges that any credit reporting on the Line of Credit shall be at the sole discretion of Bank (subject to applicable law) and that Bank has the right to report the Line of Credit to Guarantor's personal credit file should Guarantor not pay any Guaranteed Obligation pursuant to the guaranty set forth in this Agreement.

### 5. Repaying Your Advance Balances

(a) **Repayment Periods.** You agree to pay to us (i) the Payment Amount with respect to each applicable Advance by each Payment Due Date, and (ii) the Advance Balance in full by the Final Payment Date applicable to such Advance.

(b) **Repayment Method.** Your payments must be made in U.S. dollars in a form acceptable to us. Conforming payments can be made in the following ways:

(i) **Automatic Payment.** You may voluntarily enroll in automatic payments. By enrolling in automatic payments, you represent and warrant that you are legally authorized to use the Linked Bank Account provided at enrollment for such automatic payments. You authorize us to debit your Linked Bank Account in an amount equal to the Payment Amount on the Payment Due Date. If we are unable to successfully debit your Linked Bank Account or if we are notified that your Linked Bank Account has insufficient funds to complete the debit, we may re-attempt to debit any of your Linked Bank Accounts and/or payment cards as necessary to obtain your Payment Amount. You agree that we will have no liability if we cannot successfully debit your Linked Bank Account or if your Linked Bank Account has insufficient funds when we attempt (or re-attempt) to debit your Linked Bank Account. You agree that you will be charged Penalty Fees specified in the Rate and Fees Table if we cannot successfully debit your Linked Bank Account or we receive a payment return after successfully debiting your Linked Bank Account. You may change your Linked Bank Account at any time with prior written notice to us and a reasonable opportunity for us to act on such notice; provided, however, that we are not responsible for any fees or losses you suffer that result from erroneous Linked Bank Account information provided by you, or due to the timing of the change.

(ii) **Manual Electronic Payments.** You may choose to manually make electronic payments. By choosing this method, you will be required to authorize us to debit your deposit account for a stated amount each time you want to make a payment. If we are unable to successfully debit your deposit account or if we are notified that your deposit account has insufficient funds to complete the debit, we may re-attempt to

- debit your deposit account as necessary to obtain your Payment Amount. You agree that we will have no liability if we cannot successfully debit your deposit account or if your deposit account has insufficient funds when we attempt (or re-attempt) to debit your deposit account. You agree that you will be charged Penalty Fees specified in the Rate and Fees Table if we cannot successfully debit your deposit account or we receive a payment return after successfully debiting your deposit account.
- (iii) **Check Payments.** You may also choose to send a check to BlueTape at the address provided to you by BlueTape from time to time. You agree that we will have no liability if we cannot successfully process your check or if you have insufficient funds when we attempt to process your check. You agree that you will be charged Penalty Fees specified in the Rate and Fees Table if we cannot successfully process your check.
- (iv) **Payments to Seller.** If you make payments to Seller, Seller may remit those payments to Bank or BlueTape in order to reduce the Outstanding Aggregate Balance hereunder. BlueTape may, but is not obligated to, seek remissions of such payments from the Seller. You are solely responsible for making sure Bank is paid on time for any Payment Amount.
- (c) **NACHA Rules.** You acknowledge and agree to be bound by the National Automated Clearing House Association's rules for business-related ACH debits and credits.
- (d) **Returned Payment Fees.** You may be assessed returned payment fees related to any insufficient funds transactions.
- (e) **Order of Payments.** Any repayments will first be applied toward charges that are fees, and then interest, if applicable. The remainder of each payment will then reduce the unpaid principal balance.
- (f) **Computation of Interest.** Penalty Monthly Interest will be computed by multiplying (i) the outstanding principal balance by (ii) a daily interest rate computed by dividing the Penalty Monthly Interest by 30 by (iii) the actual number of days elapsed for the period in which the calculation is being made. Interest will accrue on a daily basis and will be payable in arrears.
- (g) **Early Repayment.** You may prepay your Outstanding Aggregate Balance in full or in part at any time without penalty. Any partial prepayment may not excuse or reduce any later scheduled payments until the Outstanding Aggregate Balance is paid in full. Subject to applicable law, you will not receive a refund of any interest and fees if you prepay your Outstanding Aggregate Balance.
- (h) **Refunds.** Unless otherwise required by law, if we refund any amounts to you, we may choose to make the refund by reducing the Outstanding Aggregate Balance you owe under this Agreement or by making a direct payment to you. If a refund reduces the Outstanding Aggregate Balance, the reduction of the Outstanding Aggregate Balance will be treated as a partial prepayment.
- (i) **Unauthorized Advances.** You acknowledge and agree that you are responsible for all Advances made pursuant to an Advance Request made by a Seller or by any person using your app.bluetape.com login credentials, regardless of whether you authorized such Advance Request. You must notify us immediately if you know or suspect that an unauthorized Advance Request has occurred (including if the Advance Request contains an inaccurate amount).
- 6. Cancellation**
- (a) **Voluntary Cancellation of Line of Credit.** You may withdraw your application up to 48 hours after you have applied for a Line of Credit. If we approve your Line of Credit within your 48-hour withdrawal period, then you may cancel your Line of Credit and this Agreement up until the end of the 48-hour period. If you cancel your Line of Credit and this Agreement, we will debit the amount of all Advances from your Linked Bank Account, as applicable. Your Line of Credit will not be deemed canceled if the debit to your Linked Bank Account is unsuccessful.
- (b) **Cancellation of Advance Due to Unsuccessful Funds Transfer.** If we are unable to transfer an Advance to the Seller, we will use reasonable efforts to contact the Seller to resolve the matter. If within a reasonable time the Seller has not (i) responded to our request or (ii) otherwise given us instructions to initiate a successful transfer, the Advance will be canceled.
- (c) **Cancellation of Advance Due to Advance Request from Seller Invoice.** You may cancel an Advance Request up to 3 business days after a Seller has submitted an invoice that constitutes an Advance Request. If you cancel your Advance Request, we will credit your Line of Credit for the amount of the Advance Request and you will be responsible for resolving the dispute regarding the invoice with the Seller and if applicable you will be responsible for payment of the invoice due to the Seller.
- 7. Purchaser Covenants**
- (a) As long as any portion of the Outstanding Aggregate Balance remains unpaid, you will:
- (i) Cooperate fully with us to take all actions necessary to meet each obligation in this Agreement and to enable us to exercise our rights under this Agreement, including by:
- (1) Providing a full response to us within two (2) business days of receiving a request for information about your business (including financial and bank account statements, transaction files, and any other information related to your business's payment processing volumes) or your compliance with this Agreement;
  - (2) Promptly signing documents that we deem necessary; and
  - (3) Permitting us and our agents, assigns, successors, and designees to enter your premises at any reasonable time during the term of this Agreement for the purposes of verifying your compliance with this Agreement;
- (ii) Comply with the Customer Agreement for Purchaser and applicable card network rules;
- (iii) Maintain your BlueTape Account in good standing.
- (b) As long as any portion of the Outstanding Aggregate Balance remains unpaid, you agree to not, without the prior written consent of Bank:
- (i) Use any of the funds provided to you hereunder for personal, family or household purposes;
  - (ii) Repay us from any consumer account;
  - (iii) Engage in any business activities that are substantially different in nature or character from your current business as in existence on the Approval Date;
- (iv) Materially decrease or otherwise limit the types or quantities of products and services that you offer as of the Approval Date;
- (v) Materially decrease or otherwise limit the number or type of physical and online sales channels used by your business as of the Approval Date;
- (vi) Allow another party to assume or take over the operation or control of your business or business location, whether physical or virtual;
- (vii) Sell, dispose, convey, or otherwise transfer any of your business or assets (other than in the ordinary course of business);
- (viii) Create, incur, assume, suffer to exist, or otherwise become directly or indirectly liable for any debt, other than debt arising pursuant to this Agreement or associated with the use of existing credit cards in the name of Company, without our prior written approval;
- (ix) Take any intentional action that would substantially impair or reduce your ability to satisfy your obligations under this Agreement; or
- (x) Terminate your BlueTape Account.
- 8. Security Interest**
- (a) **Grant of Security Interest.** As security for your obligation to pay the Outstanding Aggregate Balance, along with the payment and performance of all your other obligations under this Agreement, including, but not limited to: (i) reasonable attorney's fees and expenses under Section 12, and (ii) any fees or expenses related to a bankruptcy or other insolvency proceeding under Section 12 (i)-(ii) collectively, the "**Obligations**"), you hereby grant to us a continuing security interest in the following, whether existing now or in the future, and wherever located:
- (i) The Property and all Proceeds of the Property; and
  - (ii) All accounts and payment intangibles (as those terms are defined in the Uniform Commercial Code as in effect in the State of Kansas), and
  - (iii) all proceeds of any of the aforementioned items (i) and (ii) collectively, the "**Collateral**").
- (b) **Perfecting Security Interest.** Bank and its service providers will have the exclusive rights to:
- (i) Require that any bank or securities intermediary where any collateral is located acknowledges Bank's security interest in and control of the Collateral;
  - (ii) Direct and provide instructions to such bank or securities intermediary as to the disposition of the account Collateral to fulfill your obligations under this Agreement.

- (c) **Financing Statements.** In addition, you authorize us to file at any time (and from time to time) any financing statements describing the Collateral, along with all amendments to financing statements, continuation financing statements, and all other documents and instruments, for the purpose of perfecting and maintaining the priority of our security interest in such Collateral.
- (d) **Duties Toward Collateral.** You will protect the Collateral and our interest against any competing claim. You will not sell, offer to sell, license, lease, or otherwise transfer or encumber the Collateral without our prior written consent. Any disposition of the Collateral will violate our rights, unless the Collateral is inventory sold in the ordinary course of business at fair market value. If the Collateral includes chattel paper or instruments, either as original collateral or as proceeds of the Property, you will record our interest on the face of the chattel paper or instruments. If the Collateral includes accounts, you will not settle any account for less than the full value, dispose of the accounts by assignment, or make any material change in the terms of any account without our prior written consent. You will collect all accounts in the ordinary course of business, unless otherwise required by us. You will keep the proceeds of the accounts, and any goods returned to you, in trust for us and will not commingle the proceeds or returned goods with any of your other property. We have the right to require you to pay us the full price on any returned items. We may require account debtors to make payments under the accounts directly to us. You will deliver the accounts to us at our request. You will give us all statements, reports, certificates, lists of account debtors (showing names, addresses, and amounts owing), invoices applicable to each account, and any other data pertaining to the accounts as we request.
- (e) **Authority to Perform.** You authorize us to do anything we deem reasonably necessary to protect the Collateral and our interest in the Collateral. If you fail to perform any of your duties under this Agreement, we are authorized, without notice to you, to perform the duties or cause them to be performed. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Collateral and take any action to realize the value of the Property. Our authority to perform for you does not create an obligation to perform, and our failure to perform will not preclude us from exercising any other rights under the law or this Agreement. If we perform for you, we will use reasonable care. Reasonable care will not include any steps necessary to preserve rights against prior parties or any duty to take action in connection with the management of the Collateral. If we come into possession of the Collateral, we will preserve and protect the Collateral to the extent required by law. Our duty of care with respect to the Collateral will be satisfied if we exercise reasonable care in the safekeeping of the Collateral or in the selection of a third party in possession of the Collateral. We may enforce the obligations of an account debtor or other person obligated on the Collateral. We may exercise your rights with respect to the account debtor's or other person's obligations to make payment or otherwise render performance to you, and enforce any security interest that secures such obligations.

## 9. Lien

For purposes of statutory and other lien rights, you acknowledge and agree that we shall be deemed the supplier of materials and services you Purchase by the Program. When applicable, you agree that you are purchasing such materials and services for purposes of incorporating materials and services into a construction project for which you are providing construction services. In case of sub-contractors, contractors, builders, developers, you shall not resell, transfer, convey or otherwise distribute purchased materials and services by the Program as a supplier, distributor or reseller. You agree that we have: (a) all rights to receive payment in full for all purchases made with your Line of Credit; and (b) other rights and remedies regarding each purchase made with your Line of Credit, including supplier's, mechanic's, materialman's and/or other similar lien rights and rights to make a bond claim that may exist by law as against you, your sub-contractor, your general contractor, the owner, the real property or any other person or property allowed by law, as the case may be, to which the material or services were purchased for. If applicable, you represent, warrant and agree that: (i) you will take such actions as legally required or requested by us to file such notices and record such documents as are necessary to preserve those lien rights and/or bond claim rights, using any lien processing service provider we designate; (ii) you agree to collaterally assign to us your lien rights and rights to make a bond claim and we shall be permitted to enforce those lien rights and bond claim rights as are available to it; (iii) we shall be entitled to enforce those lien rights and bond claim rights to recover any unpaid balance related to the applicable Purchase; (iv) your payment obligations and our lien rights and bond claim rights continue in full force and effect even after we pay the Seller for your purchase; and (v) your payment obligations are only satisfied by our receipt of funds for Outstanding Aggregate Balance you owe us under the Agreement. You also represent, warrant and agree that the materials or services purchased by you: (x) are eligible for coverage by a supplier's, mechanic's, materialman's and/or other similar lien filed on our behalf and/or are eligible for a bond claim; and (y) shall be incorporated into or used for the specific project associated with the applicable Purchase for which such material and services were purchased. Our lien rights and bond claim rights shall survive any closure of your Line of Credit and shall continue until all Outstanding Aggregate Balance owed to us are paid in full (and shall be reinstated in the event any payments to us are required to be disgorged or returned). You covenant and agree to establish, preserve, and protect your own mechanic's, materialman's and/or other similar lien rights and/or bond claim rights, as applicable, related to each Purchase, and you agree to not take any action that would adversely affect our lien rights and/or bond claim rights. You agree to take all action necessary to protect your own lien rights, including the timely filing of any required preliminary notice. You will be responsible for all costs and expenses related to such lien processing. Notwithstanding the foregoing, we are not obligated to pursue any lien rights, bond claims or other courses of action prior to seeking payment from you or otherwise taking any legal action against you pursuant to the Agreement. We may file a lien on your business assets and/or a mechanic's lien on the property for which an Advance is issued to Purchase material or to pay for labor for. We may bring a lawsuit against you in court to foreclose the lien if you fail your obligations, in any event of default, if a payment is past due more than thirty (30) days, or any other payment or performance obligations under this Agreement. You agree to sign, agree, execute or otherwise agree or enter into any lien waiver or similar agreement for any payment amount where such payment amount is contemporaneously due and owed to Company. You agree to pay in full any principal balance owed first to Company before signing, executing, or otherwise agreeing to enter into any lien waiver or similar agreement.

## 10. Personal Guarantor

- (a) In consideration of this Agreement, Guarantor agrees to unconditionally and irrevocably personally guarantee the payment of all amounts due under the Agreement (such amounts, the "**Guaranteed Obligations**") upon demand without requiring us to proceed first against you or any other person or entity liable in the Agreement, but may require Guarantor to make immediate payment of all of the Guaranteed Obligations when due, whether by maturity, acceleration or otherwise, or at any time thereafter.
- (b) Guarantor shall make all payments to us on the Guaranteed Obligations free and clear of, and without deduction or withholding for or on account of, any setoff, counterclaim, defense, duties, taxes, levies, imposts, fees, deductions, withholding, restrictions or conditions of any kind.
- (c) Unless and until the indefeasible payment and satisfaction in full of the Guaranteed Obligations in immediately available funds and the termination of this Agreement, Guarantor (i) hereby irrevocably and unconditionally waives and relinquishes (a) all statutory, contractual, common law, equitable and all other claims against Purchaser, any collateral for the Guaranteed Obligations or other assets of a Purchaser, for subrogation, reimbursement, exoneration, contribution, indemnification, setoff or other recourse in respect to sums paid or payable to us by Guarantor hereunder and all suretyship defenses and (b) demand and presentment for payment, notice of nonpayment, notice of dishonor, protest, notice of protest, bringing of suit, and diligence in taking any action to collect the Guaranteed Obligations and any right Guarantor has or to which Guarantor may be entitled to cause a marshaling of a Purchaser's assets and (ii) shall subordinate and not exercise any claim or any right or remedy, direct or indirect, arising by reason of any performance by it of its guarantee of the Guaranteed Obligations, whether by subrogation, continuation, indemnification or otherwise, against Purchaser or any other Guarantor (if any) of any of the Guaranteed Obligations or any security for any of the Guaranteed Obligations.
- (d) No invalidity, irregularity or unenforceability of all or any part of the Guaranteed Obligations shall affect, impair or be a defense to this guarantee, nor shall any other circumstance which might otherwise constitute a defense available to or legal or equitable discharge of Purchaser in respect of any of the Guaranteed Obligations affect, impair or be a defense to this guarantee. Unless and until the indefeasible payment and

satisfaction in full of the Guaranteed Obligations in immediately available funds and the termination of this Agreement, this guarantee may not be terminated.

#### 11. Data Protection and Privacy

Bank will use and care for your personal data in the manner described in the [CBW BANK Privacy Policy](#). BlueTape will use and care for your personal data in the manner described in the [BlueTape Privacy Policy](#) and [Customer Agreement for Purchaser](#). You agree that we may release information to comply with governmental reporting or legal processes that we believe may be required, whether or not such is in fact required, or when necessary or helpful in completing a transaction, or when investigating a loss or potential loss.

#### 12. Termination and Default

- (a) **Termination of Agreement.** This Agreement will remain in effect until the entire Outstanding Aggregate Balance and all other Obligations have been repaid in full, unless earlier terminated pursuant to this [Section 12](#).
- (b) **Events of Default.** We may determine that you are in default of this Agreement if you do any of the following (each an "Event of Default"): (i) breach this Agreement (including any representation or covenant herein); (ii) do not repay a Payment Amount by the Payment Due Date; (iii) do not repay any Advance Balance when due; (iv) file for dissolution or bankruptcy; (v) misrepresent a fact in your Credit application; (vi) misrepresent a fact or provide inaccurate information to finance a purchase; (vii) submit a false, manipulated, or fraudulent invoice, purchase order, quote or estimate; (viii) submit an invoice, purchase order, quote or estimate that has been previously financed or paid for; (ix) submit an invoice, purchase order, quote or estimate that you do not intend to pay or purchase; (x) use or maintain a BlueTape Account using inaccurate or false information; (xi) pose an unacceptable regulatory, reputational, or financial risk; (xii) fail to pay or keep any promise on any other debt or agreement you have with us or BlueTape; (xiii) have a court proceeding brought against you by any other creditor to attempt to collect upon a debt which you owe such other creditor; or (xiv) do or fail to do something which causes us to believe we will have difficulty collecting the Outstanding Aggregate Balance.
- (c) **Additional Rights upon Default.** If we determine you are in default of this Agreement, we may (i) demand immediate repayment of the full Outstanding Aggregate Balance; (ii) debit any past due amounts from your Linked Bank Account; (iii) set-off or recoup any amount you owe, subject to the terms of [Section 12\(d\)](#); and/or (iv) use any other remedy available under state or federal law. In addition to the foregoing, you agree to provide any information necessary to monitor your business activity, including bank statements and screenshots or copies of statements from any payment processors you may use for your business.
- (d) **Right to Set-Off.** Subject to applicable law, you agree that we have the right to set-off or recoup any amount you owe under this Agreement or any related claim against or from any amounts processed under the terms of the Customer Agreement for Purchaser. We will not be liable for the dishonor of any check which occurs because we exercised our rights under this provision. You agree to hold us harmless from any such claims arising as a result of our exercise of our right to set-off.
- (e) **Enforcement of Rights.** In the instance where you do not repay your Advance Balance or Payment Amounts when due, Bank may enforce its rights against your business assets, including the security interests described in [Section 8](#) and [Section 9](#). Bank may also enforce its right against Guarantor. You will pay any legal fees we incur and all other reasonable costs we incur while collecting amounts owed by you under this Agreement. Bank may file a lien against your business assets or mechanic's lien against subject property as described in [Section 9](#). If Bank does not enforce its rights against you or the Guarantor, your duty to pay the Outstanding Aggregate Balance and Bank's enforcement rights remain unchanged.

#### 13. Indemnification

You agree to, at your own expense, indemnify and hold harmless Bank and its affiliates from and against all losses, claims, breaches, suits, damages, liabilities, costs, charges, reasonable attorneys' fees, judgments, fines, court costs and expenses, amounts paid in settlement, fees or expenses related to a bankruptcy or other insolvency proceeding, and all other liabilities of every nature, kind, and description regardless of the form of action or legal theory incurred by us, related to any action or threatened action, suit, claim, proceeding or regulatory action, regardless of merit, brought by any third party against us caused or incurred by, resulting from, arising out of, or related to your: (i) material breach of any obligation, representation, warranty or covenant in this Agreement; (ii) any actual or alleged infringement, violation, or misappropriation of a third party's intellectual property or proprietary rights; (iii) gross negligence, fraud or intentional misconduct; or (iv) violation of applicable law.

#### 14. BlueTape as Servicer

We may assign or transfer the servicing of the Line of Credit to any third party, including BlueTape, and our rights and remedies under this Agreement, without prior notice to you. If such a transfer is made, you agree:

- (a) To make payments in the Payment Amount to the designated servicer on the Payment Due Date;
- (b) To comply with additional instructions and methods as provided by the new servicer;
- (c) To execute any necessary authorization in order for such payments to be made; and
- (d) That any new service provider is authorized to make any such debit to your Linked Bank Account, provided that such new service provider affords you with a reasonable notification of any alternative payment timing and instructions.

#### 15. Representations and Warranties

You represent and warrant that as of the Approval Date and until full repayment of the Outstanding Aggregate Balance:

- (a) You have the power and authority to enter into and perform your duties and obligations under this Agreement, including without limitation making Advance Requests. You have any documents required to facilitate the transactions contemplated by this Agreement. You have taken all necessary action to authorize the respective execution, delivery of, and performance under this Agreement. You are not a party to any contract or aware of any existing situation that would prevent you from entering into or performing your obligations under this Agreement.
- (b) The individual executing this Agreement is authorized on behalf of you to do so, is at least 18 years of age, and has the legal capacity and all necessary authority to bind you to this Agreement.
- (c) You possess and are in compliance with all permits, licenses, approvals, consents and any other authorizations necessary to own, operate, and lease your properties and to conduct your business.
- (d) The execution of this Agreement will not conflict with (i) any applicable federal, state, or local laws or regulations; (ii) any agreements to which you are a party; and (iii) your articles or certificate of incorporation, bylaws, or other organizational documents.
- (e) You are a commercial business enterprise organized in the U.S.
- (f) You have timely and will timely file and pay all federal, state, local, and foreign tax returns and tax reports. All such returns and reports are and will be true, correct and complete. You will provide evidence of tax payments and tax returns to BlueTape upon request.
- (g) You procure and maintain insurance with insurance companies that you believe are financially sound and reputable, in such amounts with such deductibles and covering such risks as you believe in good faith are customarily carried by companies engaged in similar businesses. You will promptly notify Bank of any loss of or damage to your assets.

- (h) You have no material liabilities that would prevent your ability to perform or satisfy your obligations under this Agreement and, to the best of your knowledge, know of no material contingent liabilities, except current liabilities incurred in the ordinary course of business, that would prevent your ability to perform or satisfy your obligations under this Agreement.
- (i) Your performance under this Agreement does not and will not conflict with other agreements to which you are a party or a beneficiary. Additionally, your performance under this Agreement will not result in (j) any violation or default of other agreements; (ii) any entitlement of any person or entity to receipt of notice or right of consent; (iii) a right of termination, cancellation, guaranteed rights or acceleration of any obligation or to loss of a benefit; or (iv) the creation of any claim on the properties or assets of Purchaser.
- (j) There is no action, suit, claim, investigation, or legal, administrative, or arbitration proceeding pending or currently threatened (whether at law or in equity) or before any Governmental Authority against you.
- (k) You have not declared bankruptcy within the past two years and are not currently contemplating the filing of a bankruptcy proceeding or closing or materially modifying your business. You are solvent and financially capable of fulfilling your obligations under this Agreement.
- (l) You are validly existing and in good standing under any applicable laws of your state of organization.
- (m) You are in compliance with all statutes, rules, regulations, orders, or restrictions of all applicable Governmental Authorities.
- (n) You are applying for credit solely for business purposes and not for personal, family or household use. Any credit extended under this Agreement is solely for business purposes and not for personal, family or household use.
- (o) You, your Principal Owners, and your employees are not currently and will not become subject to a U.S. Office of Foreign Asset Control list, or any law, regulation, or other list of any government agency that prohibits or limits us from providing the Line of Credit to you or from otherwise conducting business with you.
- (p) All information about your business provided to Bank in connection with this Agreement is accurate, complete and correct.

#### 16. Disputes and Governing Law

- (a) **Governing Law.** This Agreement, and any claims or controversies arising hereunder, are governed by Kansas law, without regard to Kansas's conflict of law principles.
- (b) **Binding Individual Arbitration.** Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled promptly by arbitration with one (1) arbitrator in San Francisco County, California; provided, however, that the arbitrator shall have no authority to add to, modify, change or disregard any lawful terms of this Agreement. The decision of the arbitrator shall be final and binding, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Arbitration shall be the exclusive final remedy for any dispute between the Parties.

#### 17. Miscellaneous

- (a) **Obligations Independent.** You acknowledge and agree that you must pay the amount owed under this Agreement even if someone else has also agreed to pay the amount owed under this Agreement (for example, by signing a guarantee). You acknowledge and agree that we may sue you and/or anyone else who is obligated on this Agreement to collect any amounts owed under this Agreement. We may do so without any notice of dishonor or any other notice to any person that amounts owed under this Agreement have not been paid. We may, in our sole discretion and without notice, release any Party to this Agreement without releasing any other Party.
- (b) **Modifications; Amendments.** Bank may at any time change or remove any of the terms and conditions of, or add new terms or conditions to, this Agreement. We will notify you of such a change (by posting or otherwise reflecting such change in your BlueTape Account). To the extent not prohibited by applicable law, such changes shall become effective immediately except where this Agreement expressly contemplates that such change shall only become effective as of the immediately succeeding Advance. Further, to the extent not prohibited by applicable law, any such changes or new terms will apply to the Outstanding Aggregate Balance. You may request a change or a new term that Bank may, at our option, accept and such change or new term shall be binding on Bank and you only if agreed to in a writing signed by Bank.
- (c) **Assignment.** You may not assign or transfer your rights or obligations under this Agreement. We may assign or transfer any or all of our rights or obligations, including our right to payment (collectively or individually) without restriction and without notice unless required by applicable law.
- (d) **Notices.** Except as otherwise stated, notices to us may be sent to us via email to [BlueTape.Support@bluetape.com](mailto:BlueTape.Support@bluetape.com). Notice to you will be either posted to your BlueTape Account, sent to the current email address for your BlueTape Account, or sent to the last known mailing address for your BlueTape Account.
- (e) **Electronic Signature Consent.** You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By submitting your credit application, you agree you have read and understood this Agreement and consent to be legally bound by this Agreement's terms and conditions.
- (f) **Severability.** If any provision of this Agreement is deemed invalid or unenforceable under any law, rule, or regulation, the remainder of the Agreement will remain in effect.
- (g) **Complete Agreement.** This Agreement represents the entire agreement between the Parties pertaining to the Line of Credit.
- (h) **Survival.** All provisions that are intended by their nature to survive termination of this Agreement shall survive, including all repayment obligations under this Agreement, the obligations set forth in [Section 13](#) (Indemnification), [Section 16](#) (Disputes and Governing Law), and this [Section 17](#) (Miscellaneous).
- (i) **No Waiver.** Our failure or delay in exercising any right or remedy under this Agreement will not affect our right to (i) enforce your promise to pay all amounts owed under this Agreement, or (ii) use any remedy legally available to us.
- (j) **Third-Party Beneficiary.** BlueTape is a third-party beneficiary of this Agreement.
- (k) **Confidentiality.** This Agreement constitutes our confidential information, and you may not use or disclose this information without Bank's prior written consent. You shall not make, publish or otherwise disseminate in any manner a copy of this Agreement or any public statement or description of the terms of this Agreement, except to your employees, advisors and similar persons who have a legitimate need to know its contents for purposes of satisfying your obligations under this Agreement.
- (l) **Interpretation.** All dollar amounts set forth in this Agreement refer to U.S. dollars.

By signing this agreement, I agree with BlueTape Trade Credit Agreement, BlueTape Privacy Policy (<https://bluetape.com/privacy-policy>), and BlueTape Terms and Conditions (<https://bluetape.com/terms-conditions>).

Name

Date

Title

Signature