

LENDFLOW SERVICES AGREEMENT

This Lendflow Services Agreement (this “**Services Agreement**”) is between Lendflow, Inc. (“**Lendflow**” or “**We**”) and the customer entering into the Order for services incorporating this Services Agreement by reference (“**Customer**” or “**You**”). Each of Lendflow and Customer may be referred to as a “**Party**” and collectively as the “**Parties**.”

1. DEFINED TERMS. The following terms, when capitalized, have the meaning given below: “**Affiliate**” means any legal entity that a Party owns, that owns a Party, or that is under its common ownership. “**Ownership**” means, for the purposes of this definition, control of more than a fifty percent interest in an entity.

“**Agreement**” means collectively this Services Agreement, any applicable Service Order, and any other addenda which govern the provision of the Services.

“**Applicant**” means a commercial entity which applies for a loan, line of credit, credit facility, or other financing instrument (a “**Loan**”) utilizing the Services, or any other end user of the Services as contemplated in the Agreement.

“**Applicant Data**” means any information: (i) an Applicant transmits through, to, or using the Services, or (ii) which We provide to You in respect of or in relation to an Applicant.

“**Confidential Information**” means non-public information disclosed by one Party to the other in any form that: (i) is designated as “Confidential”; (ii) a reasonable person knows or reasonably should understand to be confidential; or (iii) includes either Party’s products, customers, marketing and promotions, know-how, or the negotiated terms of the Agreement; and which is not independently developed by the other Party without reference to the other’s Confidential Information or otherwise known to the other Party on a non-confidential basis prior to disclosure.

“**Configuration Requirements**” means those specifications identified by Lendflow as required to perform the Services, such as required reference architecture, platform, database, or API connectivity.

“**Customer Platform**” means the Customer’s website, SaaS, PaaS, or other internet platform used in connection with, and which integrates with or distributes, the Services.

“**Deliverables**” means any tangible or intangible materials which are prepared for Your use in the course of providing the Services.

“**Intellectual Property**” means patents, copyrights, trademarks, trade secrets, and any other proprietary intellectual property rights.

“**Lender**” means a financial institution which evaluates Applicant information and determines the qualifications and terms for providing a Loan to an Applicant and/or provides a Loan to an Applicant.

“**Sensitive Data**” means any: (i) personally identifiable information or information that is referred to as personal data (including sensitive personal data); PII (or other like term) under applicable data protection or privacy law and includes information that by itself or combined with other information can

be used to identify a person; (ii) trade secrets; (iii) financial records; and (iv) other sensitive, regulated, or confidential information.

“Services” means the Lendflow services identified in a given Service Order or otherwise provided subject to the terms of this Agreement, including Lendflow’s platform for processing Applicant Loan requests and matching Applicants with prospective Lenders.

“Support” means the availability of support at support@lendflow.io, from 9AM-5PM (CT), Monday-Friday (excluding holidays), or as otherwise specified in an applicable Service Order.

“Product Terms” means additional terms and conditions incorporated in a Service Order which contain additional product specific obligations.

“Representatives” means a Party’s respective service providers, officers, directors, employees, contractors, Affiliates, suppliers, and agents. For Lendflow, its Representatives expressly includes Experian Information Solutions, Inc., acting through its Business Information Services Group (“Experian”).

“Service Order” means the document which describes the Services You are purchasing, including any online order, process, or tool through which You request or provision Services.

2. SERVICES.

2.1. General. Subject to the terms of the Agreement, and during the term of the Agreement, You may use the Services and provide Your customers and end users (“**End Users**”) with access to the Services via Your Customer Platform. We will provide the Services in accordance with the Agreement and laws applicable to Lendflow.

2.2. Integration & Deployment. Lendflow will perform those integration activities (to integrate the Services and the Customer Platform) described in an applicable Service Order. At its discretion, Lendflow may perform additional integration activities to assist in the implementation of the Services, but such activities shall be performed exclusively on an AS-IS and as-available basis.

2.3. Support. Lendflow may provide support to Your End Users in its discretion, but We have no obligation to support Your End Users directly. Support will generally be available to assist You with database management and integration of the Services. At Your request, We may agree to use Your provided domains and email accounts to contact Applicants and support them on Your behalf. In such cases, You authorize Us to act as Your agent for the purposes of assisting Applicants with their use of the Services.

3. USE LIMITATIONS. You may only provide access to the Services to business or commercial entities and may not provide individuals or consumers with access to the Services. You may not use any Applicant Data in connection with the extension, denial, delivery, or evaluation of any: (i) consumer or individual financing or (ii) the employment of any individual.

4. CUSTOMER REQUIREMENTS.

4.1. You must enable Lendflow’s reasonable method for accessing the Customer Platform for the purposes of performing the Services and any integration, testing, auditing, or security evaluation. You must reasonably cooperate with Lendflow’s investigation of outages, security incidents, and any

suspected breach of the Agreement. You are responsible for keeping Your account permissions, billing, and other account information up to date.

4.2. You represent and warrant that: (i) You will only use the Services and make them available to third parties in compliance with applicable law, (ii) neither Customer, nor any of its officers or directors (a) are Specially Designated Nationals, (b) operate as a credit clinic or a credit repair organization, (c) are listed on an Experian Customer Alert List, (d) are included on any government issued prohibition list (as published by OFAC, Treasury, or a similar regulatory entity), or (e) have been involved in credit fraud or other unethical business practices.

4.3. You agree that You will require any Party to whom You provide access to the Services to enter into a form of Agreement as provided by Lendflow from time to time (or otherwise permit Lendflow to integrate such agreement into the Services) (such agreement a “**EULA**”). You agree not to obfuscate or modify any such EULA or make any representations to Your users inconsistent with the terms of the EULA with respect to the Services.

5. SECURITY. You agree to use reasonable and appropriate methods to keep the Customer Platform secure and prevent its use by unauthorized third parties, and to promptly notify Lendflow if You become aware of any unauthorized use of the Customer Platform or the Services. You are responsible for any use of the Services through Your access credentials or Your Customer Platform, regardless of whether such use was authorized by You. You may receive access to Sensitive Data from Lendflow as part of the Services, including Applicant Data and credit reporting and scoring information associated with Applicants. You represent and warrant that You will use, store, and transmit any Sensitive Information only in accordance with applicable laws and the terms of this Agreement and that You will use reasonable and appropriate security measures to prevent unauthorized access to, or disclosure of, such Sensitive Information.

6. FEES & PAYMENTS.

6.1. Fees. Fees are specified in the applicable Service Order and shall be due within 30 days of the invoice date. If You have arranged for payment by credit card or ACH, We may charge Your card or account on or after the invoice date. Invoices that are not disputed within 90 days of the invoice date are conclusively deemed accurate. We may charge interest on overdue amounts at the greater of 1.5% per month or the maximum legal rate, and You shall pay for any cost or expense arising out of Our collection efforts.

6.2. Referral Payments. Referral and commission payments and rates are specified in the applicable Service Order. We will remit payments due to You in arrears on a monthly basis within 10 business days of the start of each month. Notwithstanding the preceding, no referral or commission payments shall become due to You until such amounts are received by Lendflow from the applicable third-party.

6.3. Fee & Payment Changes. We may change the fees, or our rates for referral and commission payments, at any time upon 60 days advance written notice (a “**Fee Change Notification**”). You may terminate any applicable Service Order by providing Us with written notice within 30 days of any Fee Change Notification. Your continued use of the Services following the 30 days from the Fee Change Notification shall constitute Your acceptance of the then adjusted rates.

6.4. Taxes. All amounts due under the Agreement are exclusive of any value added, goods and services, sales, use, property, excise and like taxes, import duties, and/or applicable levies (collectively

“Tax”). You must pay any Tax due on Lendflow’s provision of the Services, including any referral or commission payments made to You by Lendflow.

7. INTELLECTUAL PROPERTY.

7.1. Pre-Existing. Each Party shall retain exclusive ownership of Intellectual Property created, authored, or invented by it prior to the commencement of the Services. If You provide Lendflow with Your pre-existing Intellectual Property (**“Customer IP”**) then You hereby grant to Lendflow, during the term of the applicable Service Order, a limited, worldwide, non-exclusive, royalty-free right and license (with right of sublicense where required to perform the Services) to use the Customer IP for the purposes of providing the Services. You represent and warrant that You have all rights in the Customer IP to grant this license and that Lendflow’s use of such Customer IP shall not infringe on the Intellectual Property rights of any third-party.

7.2. Created by Lendflow. Excluding any Customer IP, Lendflow shall own all Intellectual Property created as part of providing the Services or contained in the Deliverables. Unless otherwise specifically stated in the Agreement, and subject to Your payment in full for the applicable Services, Lendflow grants You a limited, worldwide, non-exclusive, non-transferable, right and license (without right to sublicense, except to Your Affiliates) to use and display in connection with the Customer Platform any Intellectual Property provided to You by Lendflow as part of the Services as necessary for You to enjoy the benefit of the Services.

7.3. Infringement. If the delivery of the Services infringes the Intellectual Property rights of a third-party and Lendflow determines that it is not reasonably or commercially practicable to obtain the right to use the infringing element, or modify the Services or Deliverables such that they do not infringe, then Lendflow may terminate the applicable Service Order on 90 days’ notice and will not have any liability on account of such termination except to refund amounts paid for unused Services (if any).

8. DISCLAIMERS.

8.1. We make no commitment to provide any services other than the Services stated in the Service Order. Lendflow is not responsible to You or any third-party for unauthorized access to the Customer Platform or Applicant Data or unauthorized use of the Services that is not solely caused by Lendflow’s failure to meet its security obligations in the Agreement.

8.2. We do not represent that the Services will be always available, completely secure, or error free. At Your request, We may provide services that are not required by the Agreement, any such services shall be provided AS-IS with no warranty whatsoever. ALL SERVICES AND APPLICANT DATA ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS AND ARE NOT GUARANTEED AND NEITHER LENDFLOW, ITS REPRESENTATIVES, NOR THEIR SOURCES WILL BE LIABLE TO CUSTOMER FOR ANY LOSS OR DAMAGE BASED ON THE CONTENT OF THE DATA OR SERVICES OR ANY ERRORS OR OMISSIONS THEREFROM.

8.3. Lendflow and its Representatives disclaim any and all warranties not expressly stated in the Agreement to the maximum extent permitted by law, including implied warranties such as merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement.

8.4. Lendflow makes no representation or warranty whatsoever regarding any third-party products or services which We may recommend for You or an Applicant’s consideration, and shall have no liability whatsoever for the actions, omissions, or determinations of any Lender.

9. TERM & TERMINATION.

9.1. Term. The term of each Service Order shall commence upon the first to occur of: (i) the date specified in the Service Order or (ii) the date upon which You are provided with access to the Services. If no term is specified in the Service Order, then the initial term shall be for 90 days. Unless otherwise specified in the applicable Service Order, upon termination each Service Order shall automatically renew for successive 90-day periods unless either Party provides the other with 90 days advance written notice. We may terminate any Service Order as to any Services which do not entail a recurring monthly fee or a pre-paid amount upon 30 days written notice.

9.2. Suspension. We may suspend Your access to the Services if: (i) We reasonably believe You are using the Services in violation of the Agreement or applicable law, (ii) Your payment is 15 days or more late, or (iii) as We deem reasonably necessary to protect the integrity of the Services or Applicant Data, or to comply with applicable law. We may temporarily suspend the Services at any time as required for maintenance, deployment, upgrades, and testing.

9.3. Termination for Cause. Either Party may terminate the Agreement or the affected Service Order(s) for cause on written notice if the other Party materially breaches the Agreement and does not remedy the breach within 30 days of the other Party's written notice describing the breach. If, following the suspension of Your Services for non-payment as provided for in Section 9.2(ii), Your account remains overdue for a further 15 days, We may terminate the Agreement or the applicable Services Orders for breach on written notice.

10. CONFIDENTIALITY. Each Party agrees not to use the other's Confidential Information except in connection with the performance or use of the Services, the exercise of its legal rights under this Agreement, or as required by law, and will use reasonable care to protect Confidential Information from unauthorized disclosure. Each Party agrees not to disclose the other's Confidential Information to any third-party except: (i) to its Representatives, provided that such Representatives agree to confidentiality measures that are at least as stringent as those stated in this Services Agreement; (ii) as required by law; or (iii) in response to a subpoena or court order or other compulsory legal process, provided that the Party subject to such process shall give the other written notice of at least seven days prior to disclosing Confidential Information unless the law forbids such notice.

11. LIMITATION OF LIABILITY.

11.1. LENDFLOW, ITS REPRESENTATIVES AND THEIR SOURCES DO NOT GUARANTEE OR WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES, APPLICANT DATA OR THE MEDIA ON WHICH THE DATA IS PROVIDED AND SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY LENDFLOW'S, ITS REPRESENTATIVES' OR THEIR SOURCES' ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE DATA OR SERVICES.

11.2. IN NO EVENT SHALL LENDFLOW, ITS REPRESENTATIVES OR THEIR SOURCES BE LIABLE TO CUSTOMER OR ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS OR LOST PROFITS), WHETHER FORESEEABLE OR NOT, AND HOWEVER CAUSED, EVEN IF LENDFLOW, ITS REPRESENTATIVES OR THEIR SOURCES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PARAGRAPH STATES LENDFLOW'S, ITS REPRESENTATIVES' AND THEIR SOURCES' ENTIRE LIABILITY AND

THE SOLE REMEDY OF CUSTOMER IN CONNECTION WITH THE PROVISION OF THE DATA AND SERVICES.

IF, NOTWITHSTANDING THE PRIOR PARAGRAPH, LIABILITY CAN BE IMPOSED ON LENDFLOW, ITS REPRESENTATIVES OR THEIR SOURCES, THEN CUSTOMER AGREES THAT THE AGGREGATE LIABILITY FOR ANY AND ALL LOSSES OR INJURIES TO CUSTOMER CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THE AGREEMENT, REGARDLESS OF THE CAUSE OR THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE AMOUNT PAID TO LENDFLOW FOR THE AFFECTED SERVICES AND CUSTOMER COVENANTS AND PROMISES THAT IT WILL NOT SUE LENDFLOW, ITS REPRESENTATIVES, OR THEIR SOURCES FOR AN AMOUNT GREATER THAN SUCH SUM AND THAT IT WILL NOT SEEK PUNITIVE DAMAGES IN ANY SUIT AGAINST LENDFLOW, ITS REPRESENTATIVES OR THEIR SOURCES.

12. INDEMNIFICATION.

12.1. If We, Our Affiliates, or any of Our or their Representatives (the “**Indemnitees**”) are faced with a legal claim by a third-party (i) arising out of Your actual or alleged: willful misconduct, breach of applicable law, gross negligence, breach of the Agreement, or (ii) claim based on Your breach of Your agreement with Your customer or an Applicant, then You will pay the cost of defending the claim (including reasonable legal fees) and any damages award, fine or other penalty that is imposed on the Indemnitees as a result of the claim.

12.2. We will choose legal counsel to defend the claim, provided that the choice is reasonable and is communicated to You. You must comply with Our reasonable requests for assistance and cooperation in the defense of the claim. We may not settle the claim without Your consent, which may not be unreasonably withheld, delayed, or conditioned. You must pay costs and expenses due under this section as We incur them.

13. ASSIGNMENT/SUBCONTRACTORS. You may not assign the Agreement or any Service Order without the prior written consent of Lendflow. Lendflow may use its Affiliates or subcontractors to perform all or any part of the Services, but Lendflow remains responsible under the Agreement for work performed by its Affiliates and subcontractors to the same extent as if Lendflow performed the Services itself.

14. ADDITIONAL TERMS.

14.1. Exchange of Personal Information. The parties expressly agree and acknowledge that any “Personal Information” as defined by Cal. Civ. Code §§ 1798.140 which is provided by Lendflow to Customer, or by Customer to Lendflow, in connection with Customer’s use of the Services is not communicated for the purposes of, or in exchange of, any consideration whatsoever.

14.2. Experian Restrictions. For purposes of this Section 14.2, You agree that Experian shall be an intended third-party beneficiary of this Agreement. In consideration of Your right to receive and use Applicant Data and the Services from Lendflow and Experian, You understand and certify to Lendflow and Experian that the Services: (i) will be used solely in connection with a present or prospective credit or financial transaction with the business entity inquired upon or for other legitimate commercial purposes, including business research; (ii) will not be used as a factor in establishing an individual's eligibility for (a) credit or insurance to be used primarily for personal, family or household purposes, or (b) employment; (iii) will be used in compliance with all applicable laws, regulations and ordinances, and

all special use restrictions set forth in the Agreement or adopted by Experian and/or Reseller hereafter; and (iv) will be maintained in confidence and disclosed only to persons whose duties reasonably relate to the business purposes for which the information was requested.

14.3. Proprietary Scoring. We may assign a proprietary credit and risk scoring metric to an Applicant (the “Score”). The Score credit score may or may not be used by Lenders and is not an endorsement or guarantee of Applicant’s credit worthiness as seen by Lenders. There are many scoring models used in the marketplace and each scoring model may have its own set of factors and scale. The information and credit scoring may be different than that used by a Lender. The Score may not be identical in every respect to any other credit score produced by another company or used by a given Lender.

The Score is calculated using Applicant’s actual data from Applicant’s credit file on the day that the Score is calculated. Other factors, such as length of employment and annual salary, are often taken into consideration by lenders when making decisions about Loans. How each Lender weighs its chosen factors may vary, but the exact formula used to calculate the Score is proprietary. Each consumer reporting agency has its own set of data, which may result in a separate Score for each of Applicant’s credit files.

All Scores provided by Lendflow shall be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any person except as required by law or as otherwise set forth in the Agreement.

15. NOTICES. Your routine communications to Lendflow regarding the Services should be sent to us by email at support@lendflow.com. To give notice regarding termination of the Agreement for breach, indemnification, or other legal matter, You must send it by electronic mail and first-class post to:

Lendflow, Inc.
1525 Lakeville Dr. STE 121
Houston, TX 77339

Lendflow’s routine communications regarding the Services and legal notices will be sent by email or post to the individual(s) You designate as Your contact(s) on Your account. Notices are deemed received as of the time posted or delivered, or if that time does not fall within a business day, as of the beginning of the first business day following the time posted or delivered. For purposes of counting days for notice periods, the business day on which the notice is deemed received counts as the first day.

16. PUBLICITY, USE OF MARKS. You agree that We may publicly disclose that We are providing Services to You and may use Your name and logo to identify You in Lendflow promotional materials, including press releases. You may not use the Lendflow name or logo, or other identifying indicia without Lendflow’s prior written consent.

17. FORCE MAJEURE. Neither Party will be in violation of the Agreement if the failure to perform the obligation is due to an event beyond its control, such as significant failure of a part of the power grid, failure of the internet, natural disaster or weather event, war, riot, insurrection, epidemic, strikes or labor action, terrorism, or other events beyond such Party’s reasonable control.

18. GOVERNING LAW & VENUE. The Agreement is governed by the laws of the State of Texas, USA, exclusive of any choice of law principle that would require the application of the law of a difference

jurisdiction. CUSTOMER AND LENDFLOW AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS BETWEEN THEM IN A COURT OR BEFORE A JURY. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO THE AGREEMENT OR THE SERVICES WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION. THE ARBITRATION SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE SEAT OF THE ARBITRATION SHALL BE TRAVIS COUNTY, TEXAS. No claim may be brought as a class or collective action, nor may You assert such a claim as a member of a class or collective action that is brought by another claimant. Each Party agrees that neither shall bring a claim under the Agreement more than 2 years after the time that the claim accrued. The Agreement shall not be governed by the United Nations Convention on the International Sale of Goods.

19. MISCELLANEOUS.

19.1. Some terms are incorporated into the Agreement by reference to pages on the Lendflow website and may be revised from time to time. Such revisions will be effective and supersede and form part of the Agreement as of the time (i) You enter into a new Service Order referencing the terms subject to the revisions or (ii) a Service Order automatically renews pursuant to the Agreement, in which case You acknowledge that You have reviewed and accept the then-current version of the terms as of the date of the renewal. If there is a conflict between the terms of the Agreement, the documents will govern in the following order: this Services Agreement, the Product Terms, and the Service Order. The headings or captions in the Agreement are for convenience only. The terms of the Agreement may be varied only by a written agreement signed by both parties that expressly refers to the Agreement. The pre-printed terms of Your purchase order or other business form or terms that You provide shall be void and of no effect. You represent and warrant that You have all right and authority to enter into this Agreement and to bind Customer to this Agreement.

19.2. If any part of the Agreement is found unenforceable, the rest of the Agreement will continue in effect, and the unenforceable part shall be reformed to the extent possible to make it enforceable and give business efficacy to the Agreement. Each Party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past. The relationship between the Parties is that of independent contractors and not business partners. Neither Party is the agent for the other and neither Party has the right to bind the other on any agreement with a third-party. The use of the word "including" means "including without limitation." Other than Representatives for the purposes of Sections 8, 11, and 12, and Experian for purposes of Section 14.2, there are no third-party beneficiaries to the Agreement.

19.3. The following provisions shall survive expiration or termination of the Agreement: Intellectual Property, Confidential Information, Indemnification, Limitation on Damages, Governing Law, Notices, Miscellaneous, all terms of the Agreement requiring You to pay any fees for Services provided prior to the time of expiration or termination, or requiring You to pay an early termination fee, and any other provisions that by their nature are intended to survive expiration or termination of the Agreement.

19.4. The Agreement constitutes the complete and exclusive understanding between the parties regarding its subject matter and supersedes and replaces any prior or contemporaneous representation(s), agreement(s) or understanding(s), written or oral.

[Signature Page Follows]

Accepted by Applicant (All Fields Required)

Signature:



Printed Name: Sameer Ibrahimbacha


Title: Founder

Company: FreightTrust and Clearing Corp.

Date: 01/23/2020

Accepted by Lendflow, Inc.

Signature:



Printed Name: Jonathan Fry

Title: CEO

Date: 1/28/2020