

LENDINGPAD SUBSCRIPTION AGREEMENT

I. Parties and Agreement:

This Subscription Agreement (the "**Agreement**") is made as of the date set forth on the signature page below, between WEI Technology LLC, a Delaware limited liability company having its principal place of business at 2010 Corporate Ridge, Suite 700, McLean, VA 22102 ("**Company**"), and the party signing below as "**Customer**" (also referred to herein as "you," "your," or "yours").

If you purport to be acting on behalf of any other person, company, or entity, you hereby warrant and affirm that you have the actual authority to so act for that person, company, or entity, and agree to assume all responsibilities created by this Agreement if the person, company, or entity you purport to represent disclaims your representation or is found to have not acted through your actions. Capitalized terms used in this Agreement have the meaning provided in the Definitions section of this Agreement.

By using this Service, accessing the Subscriber Areas, or utilizing the Services or Software made available through the Website, you manifest your agreement to the terms contained in this agreement and the terms of service and privacy policy made available on the Website, as updated periodically. To the extent any conflict or difference exist between this Agreement and any Terms of Use or Privacy Policy contained on the Website, this document shall control. LendingPad reserves the right to update and change this Agreement from time to time without notice. Any new features implemented shall become subject to this Agreement. Continuing to use the LendingPad services after any such changes or feature implementations shall constitute consent to such changes and acceptance of any new, changed, or modified terms or provisions. If you do not agree to the terms of this Agreement, you may not utilize our services.

In consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the Parties, intending to be legally bound, hereby agree to the following terms and conditions:

II. Definitions:

"**Access Credentials**" means any username, identification number, password, license or security key, security token, PIN or other security code, method, technology, or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Services.

"**Authorized User**" means you and those employees, agents and independent contractors who are individually authorized by you and LendingPad to access the Services.

"**Confidential Information**" means any and all trade secrets, business and financial information, and other proprietary information or data disclosed between LendingPad and Customer, or incorporated in materials or products provided by or to Customer through the LendingPad services. Confidential Information does not and will not include information that: (i) is or becomes generally known to the public through no fault of or breach of the AGREEMENT by Customer; (ii) is rightfully known by Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by Customer without use Confidential Information; or (iv) is rightfully obtained by Customer from a third party without restriction on use or disclosure.

"**Customer Data**" means, other than Resultant Data, information, data and other content, in any form or medium, including Customer-provided Confidential Information, that is collected, downloaded or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data or content by or through the Services.

“Customer Systems” means the Customer’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.

“De-Identified” means to be processed or rendered in such a manner as to remove personal identifiable information such that the information cannot be used to identify an individual.

“Documentation” means any manuals, instructions or other documents or materials that the LendingPad provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the Lendingpad Services or LendingPad Materials, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

“LendingPad Materials” means any and all information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by LendingPad or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services. For the avoidance of doubt, LendingPad Materials include Resultant Data and any information, data or other content derived from LendingPad’s monitoring of Customer’s access to or use of the Services, but do not include Customer Data.

“Losses” means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Person” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

“Personal Information” means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted or located. Personal Information includes all “nonpublic personal information” as defined under the Gramm-Leach-Bliley Act, “protected health information” as defined under the Health and Insurance Portability and Accountability Act of 1996, “Personal Data” as defined in the EU Data Protection Directive (Directive 95/46/EEC), “Personal Information” as defined under the Children’s Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

“Privacy Policy” means the most recent version of the privacy policy posted on the Website as updated from time to time.

“Representatives” means, with respect to a party, that party’s, and its affiliates’, employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors and legal advisors.

“Resultant Data” means information, data and other content that is derived by or through the Services from Processing Customer Data and is sufficiently different from such Customer Data that such Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further Processing of such information, data or content.

“Services” means the LendingPad software, program, Website, application(s), functionality, or operations available through the Website or any other remotely accessible application or process.

“Software” means LendingPad’s proprietary computer program underlying its Services.

“Specifications” means the specifications for the Services set forth in the account types or edition-type descriptions provided for each on the Website and, to the extent consistent with and not limiting of the foregoing, any other Statements of Work or documentation associated therewith.

“Subscriber Areas” means the Services and/or those portions of the Website that only an Authorized User may utilize upon login into such Authorized User’s Account.

“Subscription Period” has the meaning assigned in Section IV.

“Terms of Use” means this Subscription Agreement, as updated from time to time and posted on the Website.

“Website” means lendingpad.com.

III. Accounts and Access to Services:

A. Accounts. To access the Services, you must register, or have previously established, an account on the Website corresponding to a specific access package (an “Account”). When creating an account, you will be required to provide certain personal information about yourself and establish Access Credentials. LendingPad reserves the right to suspend or terminate your account if any information provided is inaccurate, false or misleading.

B. Grant of License: Subject to the terms and conditions of this Agreement and subject to the payment of the applicable license fees (the “Subscription Fee”), LendingPad grants you a limited non-exclusive and non-transferable license to access and use the Services for your internal business purposes only during the Subscription Period (the “License”). This License is limited to that number of Authorized Users for which you have paid the required fee.

C. Access Credentials:

i. Access Credentials are the sole responsibility of the Customer. Customers and Users are encouraged to use long and complex passwords of at least thirteen characters, consisting of upper-case, lower-case, numeric, and special characters, that have not been previously used in any way elsewhere, to prevent unauthorized access in the event of a “brute force,” “credential stuffing,” or other form of cyber attack. Access Credentials may not be disclosed to, shared with, or distributed to others, and you agree to take full responsibility for any activities or actions occurring under your account. You are responsible for safeguarding the Access Credentials and for any activities or actions under your Account, whether or not you have authorized such activities or actions. LendingPad will not be liable for any loss or damage arising from your failure to comply with the above requirements. If your Access Credentials are lost, stolen, or otherwise compromised, you must immediately notify us either by email to support@lendingpad.com or by telephone at 202-796-2790.

ii. You acknowledge and agree that You are solely responsible for ensuring that each Authorized User is aware of the material terms of this agreement, and that no person who is not an Authorized User be allowed access to the Services. Each Authorized User must have his or her own Access Credentials. The number of Authorized User to whom access is granted (*i.e.*, the number of Access

Credentials authorized) is controlled entirely by the specific access package selected and purchased by the Customer.

- D. Transferability: Accounts are not transferable and you may not share your Access Credentials with others or allow others to use your account other than as provided for the specific account options associated with the LendingPad package purchased by Customer. You, alone, are responsible for keeping your log-on credentials private and confidential and hereby assume any and all risks associated with a violation of this provision. IN THE EVENT THAT YOUR CREDENTIALS ARE USED TO ACCESS OUR SERVICES IN VIOLATION OF THIS PROVISION, EITHER WITH YOUR KNOWLEDGE OR THROUGH YOUR NEGLIGENCE, YOU HEREBY ACCEPT ANY ASSOCIATED LIABILITY AND AGREE TO INDEMNIFY WEI TECHNOLOGY, LLC FOR ANY AND ALL COSTS, EXPENDITURES, LIABILITIES, FINES, JUDGMENTS, PENALTIES, REIMBURSEMENTS, OR ASSESSMENTS ASSOCIATED WITH THE IMPROPER USE OF YOUR CREDENTIALS.
- E. Capacity: LendingPad may be utilized only by persons at least 18 years of age. This Website and the LendingPad services are not intended for anyone under the age of 18. Persons who have been deemed incompetent by a court of law, or who otherwise lack contractual capacity, may not utilize this Website or the LendingPad services.

IV. Subscription Fee, Payment and Taxes:

- A. You agree to pay the applicable fees for the Services, which fees may be agreed upon in a separate written agreement by the Parties or as set forth in the pricing information on this Website. If the Parties have entered into a separate pricing agreement, those terms shall control. All amounts payable by you under this Agreement will be paid to us without setoff or counterclaim, and without any deduction or withholding.
- B. LendingPad may increase or add new fees and charges at any time and in its discretion for any existing Services you are using, unless Customer has a separate agreement with LendingPad that indicates otherwise.
- C. Customer shall be liable for all applicable taxes (past, present and future), including without limitation any use and sales taxes, which may be collected or are required to be collected by LendingPad pursuant to any federal, state or local regulation(s) pursuant to Customer's use of the Site.

V. Subscription Period; Termination:

- A. The term of this Agreement begins upon Your acceptance (by clicking "I Accept") and shall continue on a month-to-month basis, expiring on the last day of the month (the "Subscription Period"). Upon expiration of any Subscription Period, this Agreement shall renew automatically for an additional Subscription Period under the terms of the service package(s) previously chosen by Customer, unless altered or cancelled by either party before the date of such automatic renewal.
- B. Notwithstanding the foregoing, upon written notice to You, LendingPad may immediately terminate this Agreement, and terminate Your access to and use of the Services, if LendingPad ceases to offer the Site or any part of the Services or You fail to comply with any of the terms of this Agreement. Either Party may also terminate this Agreement, for any reason whatsoever, in its sole discretion, by giving the other Party written notice of its election not to renew this Agreement at least fifteen (15) days prior to end of the then-current Subscription Period. Upon any termination of this Agreement, the License shall simultaneously terminate, and You shall promptly (within five (5) days) return or destroy

all Confidential Information. You shall certify in writing to LendingPad that all copies of the same have been returned or destroyed.

- C. Payment of the Subscription Fee for any subsequent Subscription Period will become due upon renewal. If Customer has previously provided a payment mechanism to satisfy applicable access fees or other fees or costs, Customer hereby authorizes LendingPad to bill Customer through the previously provided payment mechanism unless Customer provides alternate payment mechanism for a subsequent Subscription Period prior to the expiration of the current Subscription Period. If the previously-provided payment mechanism fails, or if Customer's account otherwise goes into arrears, Customer agrees that LendingPad may assess late fees of 1.5% of the outstanding balance per month on any and all past-due amount(s). If payment is not rendered when due, LendingPad is under no obligation to continue rendering services and may suspend, disable, or terminate past-due account at its sole discretion and without prior notice to Customer.

VI. Intellectual Property Rights:

- A. Ownership of Products and Software: Customer acknowledges and agrees that LendingPad retains all right, title and interest in and to the Services and the LendingPad Materials, including all copyrights, patents, trademarks, trade secrets and all other intellectual property rights in the same. No rights in or to the Services and the LendingPad Materials are granted to Customer except the limited License specifically granted in this Agreement. Customer acknowledges that it shall not acquire any copyright ownership or other similar right, or any other ownership or intellectual property rights in or to the Services, the LendingPad Materials or other property owned by LendingPad as a result of this Agreement.

B. Customer Data:

- i. Title and Ownership of Customer Data: Customer shall retain title to and ownership of Customer Data but grants LendingPad (and its service providers and affiliates, to the extent those affiliates are working for LendingPad) a limited, irrevocable, non-exclusive, royalty-free, transferable, global license to access, store, process, and use Customer Data solely for the purposes of providing services and/or complying with the obligations of LendingPad under this Agreement or as otherwise authorized by our Privacy Policy, which is incorporated into this Agreement by reference. LendingPad will not disclose, sell, assign, lease, or otherwise dispose of or commercially exploit Customer Data in any manner other than as set forth herein, including pursuant to our Privacy Policy, without prior written consent of the Customer, except to the extent such disclosure or use is required by law, rule, regulation, or government or court order. The foregoing restrictions on Customer Data shall not apply to De-Identified data, which may be used by LendingPad and its affiliates for business purposes. LendingPad will establish and maintain commercially reasonable safeguards against the unintended destruction, loss, or alteration of Customer Data in our possession.
- ii. Retention of Customer Data: Upon termination of this Agreement for any reason, LendingPad may retain Customer Data for a reasonable limited period of time to facilitate business or operational needs, to assist with future Customer return to the LendingPad services, or for other legitimate purposes. LendingPad, however, is under no obligation to retain Customer Data and may irrevocably delete or otherwise dispose of Customer Data.
- iii. Free Storage: LendingPad allows Customer to use up to 5 GB of free online storage (subject to Customer's compliance with these terms). Additional storage

space may be purchased by Customer for an additional charge at then current rates.

- C. Information Privacy and Data Security: Although data security risks cannot be completely eliminated, LendingPad will take commercially reasonable precautions to protect data and information provided to us or stored with us in connection with your use of the Services. Your use of our Services and the accompanying decision to provide information to us, however, is completely voluntary. Accordingly, you agree to hold LendingPad and its Representatives harmless for any improper or unlawful acquisition of your information by any third party. You hereby agree to protect your computer system, network, or applications (the Customer Systems) from risks that could lead to data security incidents. In the event that a data security incident can be traced to a security deficiency or failure attributable to you or your computer system(s), YOU AGREE TO HOLD LENDINGPAD HARMLESS FOR ANY SUCH DATA SECURITY INCIDENT AND TO INDEMNIFY LENDINGPAD FOR ANY COSTS, FINES, FEES, ASSESSMENTS, OR OTHER EXPENDITURES INCURRED TO INVESTIGATE, REMEDIATE, OR OTHERWISE ADDRESS THE DATA SECURITY INCIDENT.
- D. Affirmative Restrictions: You hereby agree that you will not, directly or indirectly, do or allow to be done through you any of the following:
- i. Alter or modify any part of the Services or LendingPad Materials;
 - ii. Copy or duplicate, or permit a third party to copy or duplicate, any aspect of the Services or LendingPad Materials;
 - iii. Modify, translate, or create derivative works of the Services or LendingPad Materials;
 - iv. Decompile, decipher, reverse engineer, disassemble, or otherwise reduce or attempt to derive or discover the source code, algorithms, specifications, architecture, or other elements of the Services or LendingPad Materials;
 - v. Create any link to the Services or frame or mirror the content contained thereon, or accessible from, the LendingPad platform;
 - vi. Create, control, or operate any service, company, entity, or operation competing directly with the Services.
 - vii. Sublicense, transfer, sell, resell, lease, assign, give, distribute or disclose the Services or LendingPad Materials, or any license to access the Services or LendingPad Materials to any third party.

The provisions of this section shall survive the expiration or termination of this Agreement.

VII. Acceptable Use Policy:

- A. Unacceptable Use: LendingPad requires that all Customers and other Users of the Services conduct themselves with respect toward others. LendingPad hereby implements and enforces the following Unacceptable Use Policy, to which you agree by accepting the terms of this Agreement. Pursuant to that policy, the following rules apply to your use of the Service:

- i. Abusive Behavior: Do not harass, threaten, or defame any person or entity. Do not contact any person who has requested no further contact. Do not use ethnic or religious slurs against any person or group.
 - ii. Privacy: Do not violate the privacy rights of any person. Do not collect or disclose any personal address, social security number, or other personally identifiable information without the person's affirmative consent and permission. Do not cooperate in or facilitate identity theft or fraud.
 - iii. Intellectual Property: Do not infringe upon the copyrights, trademarks, trade secrets, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.
 - iv. Hacking, Viruses, and Network Attacks: Do not access any computer, computer network, or communications system without authorization, including the computers used to provide the LendingPad Service. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Do not attempt to access or otherwise interfere with the accounts of other users of the Service.
 - v. Spam: Do not send bulk, unsolicited emails ("Spam") or sell or market any product or service advertised by or connected with Spam. Do not facilitate or cooperate in the dissemination of Spam in any way. Do not violate the CAN-SPAM Act of 2003 or any other similar laws or laws designed to prevent or control unsolicited emails.
 - vi. Fraud: Do not issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of a commercial transaction. Do not commit fraud in any other way.
 - vii. Violations of Law: Do not violate any Law.
- B. Consequences of Violation: Violation of this Acceptable Use Policy, or the Agreement at large, may lead to suspension or termination of your account(s), notification of illegal or improper activities to regulatory and/or governmental bodies, or legal action against you. In addition, you may be required to pay for the costs of investigation and remedial action related to violations of this Policy or this Agreement. To the extent your conduct constitutes a violation or suspected violation of any law, you agree and consent that LendingPad may provide any and all relevant information to law enforcement personnel for purposes of investigating a violation or alleged violation of law. LendingPad reserves the right to take any other remedial action it sees fit.
- C. Reporting Unacceptable Use: LendingPad requests that anyone with information about a violation of this Acceptable Use Policy report it via email to support@lendingpad.com. Please provide the date and time (with time zone) of the violation and any identifying information regarding the violator, including the email or internet protocol (IP) address, along with any other available information that can identify the violator, as well as details of the violation.
- D. Revision of Acceptable Use Policy: LendingPad may, from time to time, update this Acceptable Use Policy by posting a new version on this page and sending the Customer

or User written notification (which may be in a digital or electronic format) of the change. The new version will become effective on the date of such notification.

VIII. Limitations, Disclaimers, and Wavier of Warranties:

- A. WE ARE NOT A LENDER OR BROKER AND DO NOT ACCEPT APPLICATIONS FOR, OR MAKE DECISIONS REGARDING, LOAN APPLICATIONS, LOANS, OR EXTENSIONS OF CREDIT. WE ARE NOT A FINANCIAL INSTITUTION. WE ARE NOT LICENSED BY, AUTHORIZED BY, OR REGISTERED WITH ANY STATE OR FEDERAL REGULATORY OR GOVERNMENTAL BODY IN CONNECTION WITH THE SERVICES WE OFFER THROUGH LENDINGPAD.COM. WE ARE NOT YOUR AGENT, NOR ARE WE AN AGENT OF ANY LENDER OR BORROWER. WE ARE A TECHNOLOGY COMPANY OFFERING THE USE OF OUR SOFTWARE AND CLOUD-BASED PLATFORM FOR OTHERS TO CONDUCT BUSINESS OR FIND OTHERS OFFERING OR SOLICITING LOANS OR OTHER FINANCIAL OFFERINGS. PARTIES UTILIZING OUR SERVICES TO INTERACT OR ENGAGE IN BUSINESS WITH OTHER PARTIES DO SO AT THEIR OWN RISK AND OF THEIR OWN ACCORD, AND ARE SOLELY RESPONSIBLE FOR RESEARCHING, VALIDATING, AND UNDERSTANDING THOSE OTHER PARTIES, THE SPECIFIC FINANCIAL POSTURES OF THOSE PARTIES, AND ANY CONTRACTUAL DUTIES OR OBLIGATIONS CONTEMPLATED, SOLICITED, OFFERED, ACCEPTED, OR OTHERWISE UNDERTAKEN WITH THOSE PERSONS OR ENTITIES. WE DO NOT ENDORSE, RECOMMEND, OR MAKE OTHER REPRESENTATIONS REGARDING THE USERS OF OUR SERVICES TO OFFER OR SOLICIT LOANS OR EXTENSIONS OF CREDIT. BORROWERS AND LENDERS ARE SOLELY RESPONSIBLE FOR RELATIONSHIPS, LOANS, OFFERINGS, REPRESENTATIONS, AND/OR CONTRACTUAL OBLIGATIONS OFFERED OR SOLICITED THROUGH OUR SERVICE. BY USING OUR SERVICE, YOU AGREE THAT NEITHER WE NOR OUR REPRESENTATIVES ARE LIABLE OR RESPONSIBLE IN ANY WAY FOR ANY DAMAGES, COSTS, FEES, FINES, ASSESSMENTS, OR OTHER HARMS RELATED TO OR ARISING FROM YOUR RELATIONSHIP WITH US OR YOUR RELATIONSHIP WITH ANY LENDER OR BORROWER UNDERTAKEN THROUGH OR IN CONNECTION WITH OUR SERVICES, AND YOU AGREE TO THE INDEMNIFICATION PROVISIONS PROVIDED ELSEWHERE IN THIS AGREEMENT.
- B. Customer hereby warrants and avers (1) that it is compliant with all applicable Laws controlling any lending or financial offerings or operations it is offering or promoting; and (2) that it has obtained any and all necessary licenses or registrations, and has satisfied all other regulatory or other obligations related to its offered lending or financial operations or services.
- C. Except as otherwise provided in the provisions of the specific package specifications selected and purchased by Customer, TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, THE SERVICES AND LENDINGPAD MATERIALS ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS BASIS" AND LENDINGPAD DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, POSSIBILITY OF USE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS IN CONNECTION WITH THE SERVICES AND LENDINGPAD MATERIALS.
- D. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LENDINGPAD DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE WEBSITE, SERVICES AND LENDINGPAD MATERIALS WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE WEBSITE, SERVICES AND LENDINGPAD MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT

DEFECTS IN THE WEBSITE, SERVICES AND LENDINGPAD MATERIALS WILL BE CORRECTED.

- E. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, LENDINGPAD, ITS PARENTS, SUBSIDIARIES, AFFILIATES, THIRD PARTY SUPPLIERS, AND ALL OF THE AFOREMENTIONED PARTIES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SPECIFICALLY DISCLAIM, AND SHALL NOT UNDER ANY CIRCUMSTANCES INCUR, ANY LIABILITY (WHETHER UNDER FEDERAL OR STATE LAW OR IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE AND WHETHER FORESEEABLE OR NOT) FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE ARISING OUT OF OR IN ANY WAY RELATED TO ACCESS TO OR USE OF THE WEBSITE, SERVICES AND LENDINGPAD MATERIALS, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES RELATING TO LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A VIRUS, WORM, TROJAN HORSE PROGRAM OR DISABLING CODE (REGARDLESS OF THEIR SOURCE), LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF LENDINGPAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOU ASSUME THE RISK IN USING THE WEBSITE, SERVICES AND LENDINGPAD MATERIALS AS WELL AS TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY.

IX. Choice of Law and Dispute Resolution:

- A. Choice of Law: This Agreement is governed by the laws of the Commonwealth of Virginia without regard to any conflict of law rules.
- B. Venue: Subject to the Arbitration provisions set forth below, the parties hereby agree that any action or claim brought in connection with, or based in any way upon, this Agreement, or any action or claim brought by Customer against LendingPad, regardless of whether that claim sounds in contract, tort, or otherwise, including any decision to enforce an arbitration award, will be brought only in the state of Virginia, County of Fairfax, and that any attempt for such a claim to be brought in another location shall be deemed null and void. The Parties hereby manifest their intent to submit to the jurisdiction of Virginia for all claims falling within the scope of this provision.
- C. Arbitration: The parties agree that any controversy, claim, or action arising out of or relating to this Agreement, or the breach thereof, shall be settled by final and binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including the Optional Rules for Emergency Measures of Protection). The arbitration shall take place in Fairfax County, Virginia before a single arbitrator. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

X. Limitation on Time to File Claims: YOU AGREE THAT ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE LENDINGPAD SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS HEREBY AGREED TO BE WAIVED AND PERMANENTLY BARRED.

XI. General Indemnification:

- A. Direct Indemnification: You agree to defend and indemnify LendingPad and its Representatives, officers, owners, directors, shareholders, parents, subsidiaries, agents, affiliates, successors, and assigns for any Losses, claims, expenses, or costs of any kind,

including reasonable attorney fees, arising from (1) your use of the Services, (2) your failure to comply with the LendingPad Terms of Service, (3) negligence, actions, or omissions, (4) violation or alleged violation of any law, or (5) violation or alleged violation of the rights of any third-party.

- B. Third-Party Claim Indemnification: You agree to defend and indemnify LendingPad and its Representatives, officers, owners, directors, shareholders, parents, subsidiaries, agents, affiliates, successors, and assigns against any third-party claims, suit, or proceeding, or for any Losses, expenses, or costs of any kind, including reasonable attorney fees, arising out of or related to Customer's alleged or actual use of, misuse of, or failure to use the Services, including without limitation (1) claims by your customers, users, subscribers, and/or employees, and (2) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information.
- C. Indemnified Claims: Indemnified claims include, without limitation, claims arising out of or related to LendingPad's alleged negligence. LendingPad will control the defense of any indemnified claim, including appeals, negotiations, and any settlement or compromise thereof, provided that Customer will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. Customer's obligations set forth above include retention and payment of attorneys and payment of court costs, as well as settlement at Customer's expense and payment of judgments.

XII. Force Majeure:

- A. In no event will LendingPad or its Representatives be liable or responsible, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond LendingPad's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or other national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 30 days or more.
- B. In the event of any failure or delay caused by a Force Majeure Event, LendingPad shall give prompt written notice to Customer stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

XIII. Entire Agreement: This document, which may include the Privacy Policy and Terms of Use posted and maintained on the Website as updated from time to time (incorporated herein by reference), and representations made regarding the specific package selected and purchased by Customer, is the entire agreement between LendingPad and Customer. No other agreements, statements, representations, assertions, claims, or promises made prior to, or contemporaneous with, this Agreement that alter, contradict, or otherwise purport to influence this Agreement have any effect and are expressly excluded from the Agreement between LendingPad and Customer.

XIV. Severability: If any portion, provision, or term of this Agreement is determined to be unenforceable, illegal, or invalid, that portion, provision, or term will be excluded from this agreement to the extent it is unenforceable, illegal, or invalid. The remainder of this Agreement

shall continue and remain in effect provided that the exclusion of any term does not materially change or frustrate (1) the intent of the Parties or (2) the economic substance of this Agreement between the Parties.