

Date _____

Attention: _____

RE: Merchant Letter Agreement- TEMPOE, LLC and _____

Dear _____:

Thank you for your interest in our Program and acceptance of this merchant letter agreement ("Agreement"). As you know, we ("we", "us", "our" or "TEMPOE") have a leasing program (the "Program") for customers of participating merchants (the "Merchants") to obtain the possession and use of durable consumer products and related accessories ("Product") with an option to obtain ownership, as well as delivery, installation and approved service plans. These transactions (the "Transactions") are processed by the merchants, their owners, employees, sales people and agents, who have applied to us and who have been approved for participation in the Program.

We are excited that you want to become a merchant under the Program, whereby you would process leasing applications by which customers apply to us to establish lease accounts ("Accounts"), all in accordance with this Agreement. Once a customer has been approved by us to obtain Product, the customer becomes an Accountholder with us ("Accountholder"). By executing this letter, you agree to participate in the Program according to our terms and conditions provided separately with this Agreed, this Agreement (including any financial terms referenced in Exhibit A hereto), and the program guide also provided separately with this Agreement, which are all incorporated herein by reference (such terms and program guide and all referenced documents in each of the foregoing, collectively the "Guide"). If there is a conflict between the terms herein and the Guide, the terms herein shall control. Please read this Agreement, including the Guide carefully.

This Agreement will begin on the date hereof and continue for two (2) years, unless earlier terminated as set forth below. This Agreement may be extended by additional one (1) year periods in our sole discretion. We may terminate this Agreement for convenience upon thirty (30) days' written notice. Either party may terminate this Agreement upon material breach by the other party upon thirty (30) days' notice, if the other party has not cured such breach within such thirty (30) day period. We may immediately suspend your use of the Platform if it suspects fraud or otherwise to protect the Platform. If you have more than one store and/or website ("Location"), TEMPOE may terminate a specific Location(s) rather than all of your Locations. In this event, you agree to not send business from the cancelled Location to your active Locations or use login/password information or other authorizations for active Locations in order to affect Transactions at the canceled Locations. Discovery of this may lead to charging you applicable Product fees and termination from the TEMPOE Program.

Under the Program, TEMPOE will provide you with access to the technology platform (the "Platform") which may include websites, add-ons, software, terminals or other means to be used for electronic authorization and monetary settlement of Transaction applications, all of which shall remain the property of TEMPOE. You agree to return to TEMPOE or disable such software at TEMPOE's request, and to use these formats only in accordance with the applicable instructions and specifications. You shall only use or otherwise access the Platform in accordance to the terms of this Agreement, including using the specific, applicable passwords or logins or other authorizations, including those authorizations for a specific store location. Such authorizations shall be considered TEMPOE's Confidential Information. You shall be solely responsible for making any necessary modifications to your systems and/or websites as the case may be to allow integration with the Program and the Platform.

Under the Program, you must supply all Products covered by any charge processed, and leases must be for durable goods, as defined and described in the Guide, and accessories to durable goods. Any other product types must not be included on a lease. You will timely submit documents required to complete Transactions within 100 days of the Transaction date. You will keep copies of all charges and services, and paper copies of original applications made in paper format, for at least 24 months. You also acknowledge that we solely own all rights, title and interest in the Program, including all accounts and all information concerning Accountholders, applicants and Accounts obtained in connection with the Program (collectively, "Accountholder Information") and that you have no ownership rights therein.

You shall maintain fair and legally compliant refund, return and exchange policies which are designed and reasonably expected to be easily understood by the average Accountholder (it being expressly agreed that any return policy that precludes the reimbursement under any circumstances for services not rendered or goods undelivered is deemed unreasonable) and ensure that any material restriction is clearly and conspicuously disclosed to Accountholders in one or more documents signed by the Accountholder and that such disclosure appears near the Accountholder signature area of such document. You will make changes to its return and exchange policies as reasonably requested by TEMPOE. Upon the request by an Accountholder or TEMPOE, you shall pick up all valid returns in accordance with the request. TEMPOE may charge back to you the full cost of the returned Product (including taxes, shipping and handling and incidentals).

You are and will continue to be in compliance with all applicable laws, rules and regulations. You will ensure that your employees will provide only truthful information to Accountholders regarding accounts and their lease terms and will take no action to prevent any amounts charged to any account from being valid and enforceable against any Accountholder. You will follow all procedures provided to you by us, including those in the Guide, and ensure that all Transactions are only for the Customers listed on the Transaction, who must also be present to sign the Transaction contract (in digital format). You shall obtain an approval code from us for every Transaction. You will verify the client's valid photo identification as defined in the Guide, and will, as required by us, provide to each applicant at the time the application is submitted complete copy of the Transaction documents, including the contract, offer, consumer lease agreement and receipt, in each case, in the form provided by us. We may, in our sole discretion, decline or approve any Transaction application submitted. If we determine that you have falsified or exaggerated the application in any respect, you know or should reasonably have known that the application contains false information, or any other material procedure contained within the Guide has not been met, we may decline to pay proceeds due to you as would otherwise be required hereunder. You must pay all applicable fees (if any) set forth by us. You will not charge an amount above the fair market value on any Products provided, or impose any surcharge on Transactions made under the Program. We may charge back to you any Transactions if you do not fully comply with any of conditions or terms set forth in this Agreement including the Guide in our discretion.

WE WILL NOT BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. You will indemnify, defend and hold harmless us and our affiliates, officers, directors, employees and agents from any losses, liabilities and damages of any and every kind, including, any costs or expenses or reasonable attorney's fees for any claim, complaint or charge back arising out of (a) your breach of any of the terms of this Agreement, or (b) fraud, misrepresentation, gross negligence, or willful misconduct by you, or your affiliates, officers, directors, employees and agents. The indemnity provided under this section shall survive the termination of this Agreement. Your indemnification obligations shall also include any claims arising out of or related to the Product.

You may not assign this Agreement without our prior written consent. This Agreement and all information about the performance hereunder are our confidential information, and you shall protect and keep the confidential information in strictest confidence, including pursuant to the terms of any executed confidentiality agreement between us. This Agreement (together with the Guide as it may be changed by us from time to time) is the entire agreement between us and supersedes any prior understandings and agreements between us whether written or oral. You are responsible for checking the Guide from time to time for changes. There is no agency, joint venture or

partnership between us. This Agreement and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Delaware.

We are thrilled for you to participate in the Program and hope none of your customers have to leave your store empty-handed!

Sincerely,

Chris Swartz
TEMPOE, LLC
1750 Elm St Suite 1200
Manchester, New Hampshire 03104

ACKNOWLEDGED, ACCEPTED AND AGREED TO BY:

Company:_____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A
Additional Financial Terms

1. Subject to the terms and conditions of the Agreement, discount fees charged by TEMPOE to MERCHANT, for the term of this agreement will be 5.5%, unless otherwise modified in accordance with the Master Merchant Agreement (“Agreement”).