



## ***SERVICE AGREEMENT***

On the Date of Purchase (“Effective Date”) Company Name as defined or set forth in the Order Form and listed above (herein, “You”, “Your”, or “Client”), with its principal office at the Company Address listed in Transworld Systems Inc.’s Online Client Portal and TRANSWORLD SYSTEMS INC. d/b/a Rocket Receivables (“TSI”), a California corporation with an office located at 500 Virginia Drive, Suite 514, Fort Washington, Pennsylvania 19034 hereby enter and agree to the terms and conditions of this Service Agreement (“Agreement”). Client and TSI shall be collectively referred to herein as the “Parties”.

**WHEREAS**, Client has certain accounts that are due, uncollected, and in default (“Accounts”); and

**WHEREAS**, Client seeks to hire TSI to provide collection services for Accounts through TSI’s Rocket Receivables on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of mutual covenants and agreements, the Parties agree to the following terms and conditions to provide the collection services requested in the Order Form (“Order Form”) submitted via Rocket Receivables’ website:

### 1. STAGE ONE – FIXED-FEE SERVICES

A. **Fixed-Fee Services.** TSI agrees to perform first party collection services for Accounts placed by Client, on behalf of and in the name of Client (“First Party Services”) and third party collection letters on TSI’s letterhead (“Third Party Services”). TSI will perform First Party Services and Third Party Services (collectively, “Stage One Services”) by written letter sent via First-Class U.S. Mail postage prepaid. In addition to other terms and conditions of this Service Agreement, TSI’s Stage One Services are subject to the following:

- i. The fee for Accounts placed with TSI’s Stage One Services is identified in the Order Form’s Purchase Summary;
- ii. The placement date (“Placement Date”) shall be two days after Client places an Account with TSI via TSI’s Online Client Portal (“OCP”);
- iii. Client grants TSI a non-exclusive, worldwide license to use Client’s name, trade name, service mark, and trademark, in connection with providing services under this Agreement;
- iv. Client shall provide TSI sufficient and accurate Account data pursuant to Section 4(B);
- v. Client shall maintain up-to-date Account data; and
- vi. Client approves, and shall be responsible for, the style and content of letters sent in connection with First Party Services.

B. **Transfer of Accounts.** At the conclusion of TSI’s Stage One Services TSI will automatically transfer Accounts that remain unpaid to TSI’s third party contingency fee

collection services (“Stage Two Services”). Any Account may be cancelled by Client within 65 days of the Placement Date by closing the account in the OCP transfer queue.

- C. **FPS Term.** Stage One Services’ term is 12 months from Effective Date (“Stage One Term”). Client is not entitled to a refund for Accounts cancelled or not placed with TSI during the Stage One Term.

## 2. STAGE TWO: THIRD PARTY CONTINGENCY COLLECTION SERVICES

The following terms and conditions govern Accounts placed with TSI’s third party contingency collections services (“Stage Two Services”):

- A. **Online Client Portal.** Client can place Accounts for Stage Two Services via the OCP. Client shall upload sufficient information, media, and documents to support debt Client claims is owing on Accounts placed with TSI. Client shall update Account information in OCP when Accounts are transferred to Stage Two Services from Stage One Services, and at any other point Account information becomes inaccurate.
- B. **Stage Two Services’ Fees.** TSI’s fee for Accounts placed in Stage Two Services shall be a 50% commission on amounts collected. Client agrees that TSI is entitled to its full commission for Stage Two Services on funds recovered from Accounts less than 90 days past due. Client further agrees that the rate of 50% commission shall be due on each Account that is delinquent in excess of three months. A commission rate of 50% shall be due on funds received on the following:
- i. Accounts that are undeliverable or mail returns from Stage One Services;
  - ii. Accounts submitted by TSI to another agency;
  - iii. Accounts submitted by TSI to an attorney for legal review and possible legal action as contemplated hereunder;
  - iv. Accounts under \$50; and
  - v. Accounts directly placed with Stage Two Services, and not placed with Stage One Services.
- C. **Stage Two Services’ Payments and Chargebacks.** TSI shall remit the net amount collected to Client on a monthly basis. Interest earned on funds received and held by TSI for Client’s benefit shall be owned and retained by TSI. Client agrees and authorizes TSI to withhold and offset remittances to Client for amounts corresponding to Account stop payments (“Stop Payments”), NSF and bounced checks, and payments charged back to TSI (“Returned Payments”) (collectively Stop Payments, NSF and bounced checks, Returned Payments are referred to herein as “Chargebacks”) and for accounts receivable balance for other TSI services. In the event that TSI is unable or chooses not to withhold and offset funds generated by Stage Two Services, Client shall be responsible for any accounts receivable balance owed and reimburse to TSI for amounts remitted to Client corresponding to Chargebacks.
- D. **Settlement Authorization.** TSI is authorized to negotiate and settle Client’s Accounts from 100 percent to 100 percent of the balance due at the time of TSI’s offer to resolve an Account. This is the settlement amount. TSI will not agree to a lesser settlement amount without Client’s prior written consent.
- E. **Forwarding Accounts to Third Parties.** TSI is authorized to forward Accounts to third parties, attorneys, and collection agencies for collection, including, in the referring attorney’s discretion, the filing of legal proceedings. Prior to TSI placing

Accounts for legal action, Client shall provide media and documents from origination of Accounts through the Placement Date to substantiate and support the debt owed to Client. TSI agrees to advance court costs associated with filing legal action. From the first funds recovered on Accounts forwarded to attorneys, TSI shall be reimbursed for costs and expenses incurred; thereafter, funds received shall be distributed in equal amounts between TSI and Client. Wisconsin creditors must issue suit authorization for each Account individually. Notwithstanding anything to the contrary herein, in the event of termination of this Service Agreement or cancelling an Account from legal action, Client shall pay the costs TSI advanced.

- F. **Partial Consideration.** Client represents and warrants that it is authorized to add interest to the amount owing and authorizes TSI to collect interest on Accounts pursuant to applicable law. Client has the lawful right to collect interest on Accounts, and as partial consideration for the services provided by TSI Client pays all interest collected to TSI.
- G. **Cancellation of an Account.** Notwithstanding Client's obligation to cancel Accounts via the OCP, Client shall also send a second, separate written request to TSI to cancel an Account placed in Stage Two Services. Accounts shall be cancelled only upon written acknowledgment by TSI ("Cancellation Date"). Except for a Client residing in Wisconsin, TSI, in its sole discretion, may apply a cancellation fee ("Cancellation Fee") for Accounts uncollected on the Cancellation Date. The Cancellation Fee shall be equal to 25% of the total amount due on the later of Placement Date or date Account is transferred to Stage Two Services. The Cancellation Fee shall be due and payable within 15 days of the Cancellation Date. TSI shall be entitled to offset the Cancellation Fee and other amounts due from any funds due Client. With respect to Accounts cancelled by Client after TSI received a partial payment or the promise or commitment from a debtor or other individual or entity to make a payment on an Account ("Committed Account"), Client, other than a Client residing in Wisconsin, shall:
  - i. Authorize TSI to continue collection activities with respect to the Committed Account per the terms of this Service Agreement; or
  - ii. Pay TSI a fee equal to the total amount due TSI in the event of successful collection of the Committed Account's entire balance as of the Cancellation Date.
- H. **Finality of Accounting.** Client will examine each TSI monthly fee statement summary and raise any objections in writing within 30 days after the receipt of each statement summary. Client's failure to timely object to TSI's accounting shall be deemed a full and final acceptance of TSI's monthly fee statement summary. Any amount payable under this Service Agreement and not paid within 30 days shall be delinquent and bear interest at the lesser of 1½% per month or the maximum monthly rate allowed by applicable law.

### 3. GUARANTEE FOR STAGE ONE SERVICES

- A. **Guarantee.** If Client uses Stage One Services in accordance with the terms of this Service Agreement, TSI guarantees that Client will receive a minimum of two times the total purchase price paid by Client for Stage One Services (as agreed to on the Order Form) by the end of the Stage One Term, as applicable. For purposes of the guarantee, the term "receive" shall be calculated to include the full amount remitted to Client or recovered for Client from Stage One Services. The guarantee is subject to the following terms and conditions:
- B. Accounts purchased by Client for TSI's Rocket Receivables Stage One Services must be:

- i. placed with TSI during the Stage One Term accurate and complete, with correct Account holders' full name, last known address, last known telephone number, account number, last payment date, date of default, amount owed at default, and the date and amount of payment or credit applied after default;
  - ii. in the case of Stage One Services, less than five months from the last date of payment received by Client or date the Account holder incurred the principal amount of the debt; and
  - iii. Accounts that are not subject to bankruptcy protection, the Account holder has been deemed insolvent, or under the control of a trustee or receiver.
- C. The guarantee for Stage One Services shall only apply towards accounts that qualify under this Section 3 of the Agreement. The guaranteed collection amount for Stage One Services shall be calculated based on the unit price paid to TSI by Client and the number of accounts placed with TSI which qualify pursuant to the terms of this Section of the Agreement.
- D. The guarantee for Stage One Services shall only apply if Accounts placed with TSI have an average principal balance equal to or greater than \$75.  
The guarantee for Stage One Services is void and does not apply if 5% or more of Accounts placed for Stage One Services result in Account holder disputes, undeliverable mail returns, or in the case of First Party Services, incorrect or unusable telephone numbers.
- E. If a letter sent via the Stage One Services is undeliverable or returned to TSI, TSI will notify Client and cancel that Account. Upon placement of a reorder, Client may order Stage One Services for Accounts cancelled due to mail return or expiration, at the then prevailing rate.
- F. If the guarantee is not met TSI will, at its option, refund either:
  - i. amount paid by Client for Stage One Services; or
  - ii. the difference between two times amount paid by Client for Stage One Services and total amount collected by TSI through Stage One Services and Stage Two Services.
- G. TSI's guarantee shall be void if this Service Agreement or the Agreement in its entirety is terminated by either party.

### 3. MISCELLANEOUS TERMS AND CONDITIONS

- A. **Online Client Portal.** The signature of Client or Client's representative on this Service Agreement authorizes the OCP user(s) to have access to the OCP. TSI will provide website user(s) an OCP user identification ("User ID") and password, which could allow a user to access information that may be confidential, sensitive or private to Client or TSI. Client agrees to take appropriate steps to safeguard OCP information from unauthorized use and disclosure. Client agrees to release, indemnify, defend and hold harmless TSI, its agents and affiliates from any Claims (defined below) arising from or relating to use of the OCP, OCP User ID, and password. Client agrees that e-mail address(es) furnished to TSI will be used for communicating important information to Client, and Client represents and warrants that it has authority to provide TSI the e-mail address(es) and such e-mail address(es) are hosted in a secure environment.
- B. **Sufficient Account Data.** Client shall provide sufficient Account information on or before the Placement Date. Sufficient Account information includes, but is not limited to, Account holders' full name, last known address, last known telephone number, account number, date of default, amount owed at default, and the date and amount of

payment or credit applied after default. Client shall also maintain commercially reasonable documentation that supports the debt owed on an Account. Within five days of TSI's request, Client shall provide documentation supporting the debt owing on an Account. Unless requested by TSI, Client will not forward its original Account documents to TSI. TSI may, in its sole discretion, reject or cancel an Account due to Client's inability to comply with this Section.

- C. **Direct Payments and Credits.** Client shall notify TSI within five days of receiving direct payments or crediting an Account after the Placement Date. Client agrees to release, indemnify, defend and hold harmless TSI, its agents and affiliates from Claims (defined below) arising from or relating to Client's failure to comply with this Section.
- D. **Confidential Information.** "Confidential Information" means non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information of TSI includes, without limitation, any software code and algorithms, methods, techniques, and processes revealed or utilized therein in performing the services under this Service Agreement. Confidential Information of Client includes Account data. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the recipient; (ii) the disclosing party regularly discloses to third parties without restriction on disclosure; (iii) the recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation known to recipient; or (iv) is independently developed by the recipient without use of Confidential Information. The Confidential Information disclosed under this Service Agreement may be used, disclosed or reproduced only to the extent necessary to further and fulfill the purposes of this Service Agreement. Except as otherwise permitted under this Service Agreement, the recipient of Confidential Information will not knowingly disclose to any third party, or make any use of the other party's Confidential Information. The recipient will use at least the same standard of care to maintain the confidentiality of the other party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, and in no event less than reasonable care.
- E. **Client Representations and Warranties.** Client represents and warrants, among other items referenced in this contract, the following matters in this Section: (i) Client represents and warrants that the information supplied in connection with entering into this Service Agreement, and the Agreement in its entirety, is accurate and correct, including the information provided contemporaneous with providing your electronic signature during the checkout process at [www.RocketReceivables.com](http://www.RocketReceivables.com); (ii) Client originated all Accounts placed under this Service Agreement and all Accounts are documented, valid debts with no legal or ethical impediment to collection, including but not limited to: debtor bankruptcy; attorney representation of debtor; or known inaccuracy of amount claim; (iii) Accounts placed by Client with TSI are not related to pay day lending, gambling debts, bail bonds, marijuana sales, or otherwise related to usurious interest rates; (iv) Accounts placed by Client also comply with state, local and federal law and are not outside of any applicable statute of limitations; (v) Client is the originator of the debt and has and maintains original media and documents that support the debt due on Accounts; (vi) the balance amounts of Accounts are lawfully owed; (vii) Client did not purchase Accounts placed with TSI; (viii) Client shall keep TSI apprised of adjustments to the balance of an Account; (ix) Client will not place an Account with any other person

or entity for collection, First Party Services, or undertake activities in its own name to collect the debt owed on an Account which the Account is placed with TSI; (x) unless specifically notated, Accounts placed with TSI for Stage One Services are in default; and (xi) Client has the authority and ability to use TSI's OCP and TSI's other software systems to process Account information.

- F. Client acknowledges that TSI's systems and procedures employed by TSI are confidential and TSI's sole property. Client agrees not to disclose to any person or entity information it receives concerning TSI's systems and procedures, TSI's business practices and other trade secrets or TSI's Confidential Information. Client shall not disclose, provide, or otherwise make available to third parties, in whole or in part, this Service Agreement.
- G. **Intellectual Property.** Account information provided by Client shall remain Client's property. TSI does not sell or share Client's Account information with third parties. TSI shall own all materials, documents, ideas developed and used by TSI to perform the Stage One Services and Stage Two Services (whether tangible or intangible), including but not limited to works of authorship related to Stage One Services, Stage Two Services, programs, listings, printouts, software, ideas, discoveries, algorithms, processes, notes, flow charts, programming aids, hardware, equipment, specifications, sample and other correspondence, training materials, manuals, reports, forms, accounting and other records, schedules, diagrams, drawings, documents, memoranda and questionnaires, and other technical information, trade secrets, object and source code, intellectual property or other Confidential Information.
- H. **Indemnification.** Except as covered by Client's indemnity below and as otherwise provide under this Agreement, TSI shall indemnify, defend with counsel of TSI's choice who is reasonably satisfactory to Client, and hold Client harmless against claims, demands, causes of action, fees, liabilities, damages, losses, expenses (collectively, "Claims") to the extent caused by TSI's breach of its obligations under this Agreement. Client may, at its option and its expense, participate through its own counsel in the defense of any such action or proceeding hereunder. Except as covered by TSI's indemnity, Client shall defend with counsel of Client's choice who is reasonably satisfactory to TSI and hold TSI harmless against any Claims (including reasonable attorney's fees and costs) to the extent arising from or relating to or caused by the wrongful action of Client or its officers, directors, employees and agents, and Client's breach of its representations, warranties, and obligations under this Agreement. TSI may, at its option and its expense, participate through its own counsel in the defense of such action or proceeding.
- I. **Disclaimer of Warranty.** Except as expressly provided in Section 4, TSI has not, does not, and will not represent, warrant, or guarantee the collections or timing of any collections of any Accounts placed by Client, the payment of receivables due, or the results of any services performed hereunder.
- J. **Termination or Modification.** TSI reserves the right, in its sole discretion, to cancel any Account or terminate this Agreement for convenience. TSI may cancel any Account placed for Stage One Services or Stage Two Services if Client breaches the terms, conditions, representations, and warranties of this Agreement (the Terms or Service Agreement) ("Cause"). Client shall not be entitled to a refund if the Service Agreement or an Account is cancelled for Cause. TSI may modify this Agreement in writing, with

Client's acknowledgment and consent, at any time prior to the later of the Placement Date or TSI performing the Stage One Services or Stage Two Services. Except for a Client residing in Wisconsin, if Client terminates this Agreement prior to TSI completing its efforts to collect Accounts placed with Stage Two Services, Client shall be subject to Section 2(G).

- K. **Negotiable Instruments.** Client authorizes TSI to endorse negotiable instruments made payable in Client's name received in payment of an Account, deposit in a TSI account, and deduct commissions and amounts owed to TSI.
- L. **Affiliated Companies.** TSI may perform any portion or all of the Services under this Agreement directly or through its parent, subsidiary and affiliated companies as TSI may elect in its sole discretion. To the extent TSI may direct its parent, subsidiary or affiliate to perform the Services under this Agreement, the Services may or may not be performed within the United States.
- M. **Taxes.** If TSI is required by law to collect federal, state, or local sales, excise, or other similar tax or levies from Client with respect to an amount paid by Client concerning Stage One Services or Stage Two Services, then:
- i. Parties agree sales related taxes levied in connection with Stage One Services and Stage Two Services are Client's obligation;
  - ii. Client shall be responsible for and pay such sales related taxes to TSI;
  - iii. TSI shall invoice Client and remit such invoiced amount of tax to the appropriate tax authorities as required by law; provided however, TSI shall not bill to or otherwise attempt to collect from Client tax with respect to which Client provided TSI an exemption certificate, direct pay number, or other reasonable basis that relieves TSI of its responsibility to collect such tax from Client; and
  - iv. Client agrees to pay such taxes and Client shall reimburse TSI for interest, penalties, late fees, and expenses TSI may incur as a result of contests initiated by Client or a failure by Client to remit timely the taxes and levies.
- N. **Notices.** Any notice by a party to this Agreement made and delivered to the other party hereunder, shall be delivered by (i) overnight courier, or (ii) electronic transmission (including electronic mail ("email")), with a confirming copy sent by First-Class U.S. Mail postage prepaid, with notice to TSI being provided at: Transworld Systems Inc., 500 Virginia Drive, Suite 514, Fort Washington, Pennsylvania 19034, Attention: VP, Corporate Legal, Email: [legalcontracts@tsico.com](mailto:legalcontracts@tsico.com). Notice to Client will be provided at the address listed in the Order Form and at any email address provided when registering in TSI's OCP. Notice shall be deemed delivered on the same business day of electronic transmission. All other forms of notice shall be effective upon receipt. A party may designate in writing other addresses and persons to whom notice should be sent.
- O. **Force Majeure.** In the event that TSI shall be prevented from performing any of its obligations under this Agreement by an act of God, by acts of war, riot, or civil commotion, by an act of State, by strikes, fire, flood or by occurrence of an event beyond the control of TSI including loss of TSI's computer system (in whole or part) or loss of its premises (in whole or part) for reason, governmental act or failure of the carrier or the internet, TSI shall be excused from further performance hereunder until the event no longer prevents TSI from performing.

- P. **Terms of Use.** Rocket Receivable's Terms of Use are attached hereto as **Exhibit A** and incorporated herein. Capitalized terms otherwise not defined herein, and defined in the Terms of Use shall ascribe the same meaning as provided in the Terms of Use
- Q. **Choice of Law; Assignment.** This Agreement shall be construed in accordance with the laws of the State of Illinois. This Agreement may not be assigned by either party without the prior written consent of the other, such consent not to be unreasonably withheld or delayed; except that either party may transfer its rights and obligations, in whole or in part, to an affiliate or subsidiary.
- R. **Prevailing Party; Limited Liability.** The prevailing party in any action arising from or relating to the Terms of Use or this Agreement, or any breach of this Agreement, shall be entitled to recover its costs and reasonable attorney's fees from the non-prevailing party. **NEITHER TSI NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR TSI CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, OR SYSTEM FAILURE, OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR TSI CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT TSI HAS BEEN INFORMED THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL TSI'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED THE PRECEDING TWELVE MONTHS OF THE AMOUNTS CLIENT PAID FOR TSI'S SERVICES. THE LIMITATIONS OF DAMAGE SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN TSI AND CLIENT.**
- S. **Disclaimers.** TSI'S SERVICES AND TSI CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, TSI EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. TSI MAKES NO WARRANTY THAT THE SERVICES OR CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.
- T. **Dispute Resolution.** In the event of a dispute or disagreement between or among the Parties hereto either with respect to the interpretation of any provision of this Agreement or with respect to the performance hereunder by TSI or Client, within 14 days after notice of such dispute or disagreement, each of the Parties will appoint a designated officer to meet for the purpose of resolving such dispute or negotiating an adjustment to such provision. No formal proceedings for arbitration of the initially designated dispute may be commenced until one or more of the designated officers conclude in good faith that



amicable resolution through continued negotiations of the matter in issue does not appear likely. In no event, unless other terms are agreed to in writing by the Parties during the pendency of an ongoing negotiation to resolve a dispute, shall such negotiations continue for more than 60 days after the appointment of the designated officers.

- U. **Agreement to Arbitrate.** To the extent any controversy or Claim arising out of or relating to performance, breach, interpretation, or construction of this Agreement cannot be resolved by direct negotiations, the Parties hereby agree that any dispute, claim or controversy arising out of or relating to the Terms of Use or the breach, termination, enforcement, interpretation, or validity of this Agreement, Terms of Use, or use of TSI's Services, TSI Content, or User Content (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right:
- i. to bring an individual action in small claims court and
  - ii. to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights (the action described in the foregoing clause (ii), an "IP Protection Action").

The exclusive jurisdiction and venue of any IP Protection Action will be the state and federal courts located in the Northern District of Illinois and each of the parties hereto waives any objection to jurisdiction and venue in such courts. **CLIENT ACKNOWLEDGES AND AGREES TO THE PARTIES WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.** Further, unless both Client and TSI otherwise agree in writing, the arbitrator may not consolidate more than one client's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific section is held unenforceable, then the entirety of the "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive termination of these Terms. The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this "Dispute Resolution" section.

- V. **Arbitration Process.** The Parties agree that such disputed matter shall be submitted to binding arbitration in accordance with the Rules of the American Arbitration Association, at a location in Cook County, Chicago, Illinois, and judgment upon the award rendered by the arbitrator may be entered in a court in Illinois. A party may submit a matter to arbitration by:
- i. giving written notice to the other party of the intent to submit such controversy or Claim to arbitration of the matter; and
  - ii. if the Parties have not reached a mutually agreed solution within ten days after such notice, a party may demand by written notice that the controversy or Claim in question be arbitrated in compliance with the AAA Rules.

The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules. In no event may a party demand arbitration after the date on which a Claim would be barred by the applicable statute of limitation. Each party shall pay half of the expenses charged by the arbitrator. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential finding and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award of damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. The Parties responsibility to pay any AAA filing, administrative, and arbitrator fees will be solely as set forth in the AAA Rules.

- W. **Survival.** Sections 3(G), 4(B) through 4(G), 4(I), 4(K), 4(M) through 4(V) and this Section 4(W) and Section 4(X) of this Agreement, which include terms related but are not limited to, non-disclosure of Confidential Information, representations and warranties, ownership of intellectual property, indemnification obligations, limitation of liability, cancellation and termination fees due to TSI, dispute resolution, arbitration, survival, and general terms survive termination and expiration of this Agreement.
- X. **General Terms.** These Terms constitute the entire and exclusive understanding and agreement between TSI and you regarding the Site, Services, the and the Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between TSI and you regarding TSI's Services and TSI Content. You may not assign or transfer these Terms, by operation of law or otherwise, without TSI's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns. The failure of TSI to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that or any other right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of TSI. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.
- Y. **Wisconsin Client.** Wisconsin Clients agree pursuant to Wisconsin Administrative Code Section DFI-Bkg 74.04(1) as follows:
- i. TSI acknowledges it shall not charge Client a fee for returning an Account back to Client.
  - ii. Client acknowledges TSI is authorized to add interest, collection charges or fees to the Accounts listed for collection. Client acknowledges the interest rate, collection charge and/or fee amount is as follows: N/A.

- iii. Client acknowledges the following fees may be charged by TSI: N/A. Any higher commission rate agreed upon for the collection of interest, charges or fees set forth in subsection ii above will not be retained by TSI until the principal amount listed as owing has been collected in full.
- Z. **Complete Agreement; Electronic Signatures.** The totality of this Agreement constitutes the entire agreement between TSI and Client. The Parties acknowledge and agree that this Agreement shall be deemed to have been drafted jointly by the Parties hereto. Ambiguities shall not be construed against the interest of any party by reason of it having drafted all or any part of this Agreement. No statement, representation, claim, or warranty not set forth herein shall be binding upon either TSI or Client. If any provision of this Agreement is held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable and the legality, validity, and enforceability of the remaining provisions are not affected thereby. This writing may be modified only by a subsequent writing signed by an authorized representative of TSI and Client. Email copies of this document as well as signatures hereon may be treated as originals. Headings are inserted for convenience only and are not intended to be part of or affect the meaning or interpretation of this Agreement.

The Parties, by their duly authorized representatives, have executed this Agreement on the Effective Date. **THIS AGREEMENT MAY BE CANCELLED FOR ANY REASON AT ANY TIME WITHOUT CAUSE OR PENALTY.**