

Billor Agreement

Last Updated: September 1, 2026

This Billor Agreement (this “**Agreement**”) is entered into by and between Flexible Finance, Inc., a Delaware corporation (together with its subsidiaries, “**Flex**”) and the party identified as the counterparty in the applicable order form (such counterparty, the “**Counterparty**” and such order form, the “**Order Form**”) and is effective as of the effective date of the Order Form (the “**Effective Date**”). Flex and Counterparty are each individually referred to herein as a “**Party**” and collectively as the “**Parties**.” The Parties agree as follows:

1. Counterparty Details and Services.

(a) **Marketing; Data Sharing.** The Parties shall mutually agree in writing to a marketing plan (the “**Marketing Plan**”) that describes the specific marketing and reporting services to be performed in connection with this Agreement. Counterparty hereby agrees that Flex (a) may list Counterparty’s name in Flex’s marketing materials and (b) may include Counterparty’s or its customers’ testimonials, as approved by Counterparty in advance, in connection with Flex’s marketing efforts. Counterparty shall provide Flex certain personal information (e.g., name and email) for customers of Counterparty, including customers who are not utilizing the Flex Services (defined below), so that Flex may market and provide the Flex Services directly to such customers. Counterparty shall provide such information only as permitted by applicable law and Counterparty’s privacy policy and represents and warrants that it has provided all notices and obtained all consents required under applicable law for Flex’s receipt and use of such information for these purposes.

(b) **Services and Marketing Assets.** Counterparty will use, display or otherwise promote the marketing content described in the Marketing Plan (the “**Marketing Assets**”) in accordance with the terms and conditions set forth in the Marketing Plan and this Agreement. Counterparty shall not publish, display, send or otherwise use the Marketing Assets except as expressly permitted in the Marketing Plan unless Flex expressly approves an exception in writing. If Flex provides required disclosures (“**Disclosures**”) related to the flexible payment services offered by Flex (the “**Flex Services**”), Counterparty will promptly display such Disclosures in accordance with Flex’s instructions. Disclosures may include notices required by applicable law, governmental requests or guidelines, lender requirements and statements intended to prevent customer complaints. Upon notice to Counterparty, Flex may revise the Marketing Plan or Disclosures if Flex reasonably believes the revision is necessary or appropriate for legal, regulatory, lender or customer complaint prevention purposes. After receiving notice, Counterparty will promptly, and in any event within five (5) days or as otherwise agreed by the Parties, modify applicable Marketing Assets and Disclosures in accordance with Flex’s instructions.

(c) **Flex as Limited Payment Agent.** Counterparty appoints Flex as its payment collection agent for the limited purpose of accepting payments due to Counterparty (“**Counterparty Payments**”) from customers of Counterparty who elect to use the Flex Services to make a Counterparty Payment (each such customer, a “**Flex User**”). For the avoidance of doubt and solely with respect to providers of insurance, Flex is not acting as a premium financing agency, nor is Flex empowered to act as an agent for Counterparty for any purpose other than accepting payments due to Counterparty from customers. Counterparty agrees (i) not to charge any fees directly to Flex Users for use of the Flex Services, (ii) that a payment made by a Flex User to Flex shall be considered the same as a payment made directly to Counterparty and (iii) that Flex is not responsible for any past or overdue payment owed to Counterparty by any Flex User as of the date such Flex User commenced use of the Flex Services. In accepting appointment as the limited payment collection agent of Counterparty, Flex assumes no liability for any acts or omissions of the Counterparty.

(d) **Trademarks.**

(i) Subject to the terms and conditions of this Agreement, Flex hereby grants Counterparty a non-exclusive, non-assignable, non-sublicensable, royalty-free, limited license to use and display Flex’s trademarks,

including product and service names and logos (the “**Flex Marks**”), solely as necessary to perform Counterparty’s obligations under this Agreement and only with Flex’s prior review and approval. Counterparty agrees to, at all times, comply with all trademark usage guidelines, copy and content requirements, graphics standards, updates, revisions and other directions for use and publication of the Flex Marks as provided by Flex to Counterparty from time to time. Counterparty shall not modify any marketing materials containing the Flex Marks without Flex’s prior written consent.

(ii) Counterparty shall provide Flex copies of any materials bearing any Flex Marks for prior review and written approval and shall thereafter use such materials only as approved by Flex. Counterparty shall provide Flex copies of any materials bearing any Flex Marks as requested by Flex from time to time. Upon expiration or termination of this Agreement, or upon request by Flex, Counterparty shall promptly return or securely destroy all copies of the Marketing Assets and Flex Marks in its possession, custody or control, and shall certify to such return or destruction in writing.

(iii) Other than the express licenses granted herein with respect to the Flex Marks, nothing herein shall grant to Counterparty any right, title, interest or other intellectual property right in the Flex Marks. All goodwill resulting from Counterparty’s use of the Flex Marks shall inure solely to Flex. Counterparty shall not, at any time during or after this Agreement, register, attempt to register, claim any interest in, contest the use of or otherwise adversely affect the validity of the Flex Marks (including, without limitation, any act or assistance to any act which may infringe or lead to the infringement of the Flex Marks). As between the Parties, Flex owns and retains all right, title and interest in and to the Flex Services, the Flex platform and technology, the Marketing Assets and all related intellectual property. If Counterparty provides Flex with any suggestions, ideas or other feedback relating to the Flex Services, Flex may use such feedback without restriction or obligation to Counterparty.

2. **Term and Termination.**

(a) **Term.** The Term will be as stated in the Order Form.

(b) **Termination.** Flex may terminate this Agreement for convenience upon thirty (30) days’ written notice. Either Party shall have the right to terminate this Agreement (i) upon thirty (30) days’ written notice following a material breach or default by the other Party that is not cured to the reasonable satisfaction of the non-breaching Party within such 30-day notice period, (ii) if the non-terminating Party’s business operations or performance under this Agreement are causing a material negative impact to the terminating Party’s business operations, including any negative impact to its billers, customers, solutions or services (any such material negative impact, an “**Adverse Impact**”); provided that (A) the terminating Party first provides written notice (email sufficient) of such Adverse Impact to the non-terminating Party, and (B) if such Adverse Impact is capable of being cured, the non-terminating Party has not cured such Adverse Impact within thirty (30) days of its receipt of such written notice or (iii) immediately upon written notice if the other Party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other Party’s property, or the other Party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other Party and is not dismissed within ninety (90) days, or the other Party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course.

(c) **Obligations upon Termination.** Upon termination of this Agreement, the Parties will commence a wind-down period of no less than ninety (90) days (the “**Wind-Down Period**”) and cooperate to take reasonable steps to ensure an orderly wind-down of the applicable Flex Services to mitigate the adverse impact of the termination on any Counterparty customers. Such steps may include, but are not limited to, cooperating with Flex to inform Counterparty customers of the changes to the availability of the Flex Services, continuing to provide access to relevant Counterparty systems in order to facilitate the wind-down of the Flex Services and providing general assistance to wind-down the Flex Services, in each case as reasonably requested by Flex. Each Party’s obligations and use restrictions hereunder shall continue during the Wind-Down Period.

(d) **Survival.** The rights and obligations of the Parties under Sections 1(c) (Flex as a Limited Payment Agent), 1(d) (Trademarks), 2 (Term and Termination), 4 (Confidentiality; Privacy), 6 (Indemnity), 7 (Limitation of Liability), 12 (Governing Law and Dispute Resolution) and 14 (Miscellaneous) and any other provision of this Agreement that contemplates performance or compliance subsequent to termination or expiration of this Agreement will survive the expiration or termination of this Agreement until all such obligations are completed.

3. **Exclusivity.** During the Term, Counterparty shall not recommend, market, endorse, offer, promote or integrate with any third-party service that is substantially similar to the Flex Services (the provider of such service, a “**Flex Competitor**”); provided that nothing in this Section restricts Counterparty from accepting any method of payment from its customers or from using or integrating with general payment processing services.

4. **Confidentiality; Privacy.**

(a) **Confidential Information.** All trade secrets, know-how, methods, software and other financial, business, regulatory or technical information that a Party (the “**Receiving Party**”) receives from the other Party (the “**Disclosing Party**”) in connection with this Agreement shall be the confidential information and proprietary information (“**Confidential Information**”) of the Disclosing Party. Except as expressly permitted herein, the Receiving Party shall not access, use or disclose any of the Confidential Information of Disclosing Party without Disclosing Party’s prior written consent, and shall use the same degree of care to protect the Confidential Information as it would its own confidential or proprietary information, and in no event less than reasonable care. The Parties agree that at all times and notwithstanding any termination or expiration of this Agreement they shall permit access to Confidential Information only to those of their employees or contractors having a need to know and who are subject to confidentiality obligations applicable to the Confidential Information no less stringent than those contained herein. Each Party shall be responsible for any breach of this Section by its employees and contractors. Promptly after any termination of this Agreement (or at Disclosing Party’s request at any time), Receiving Party shall destroy or return to Disclosing Party all Confidential Information and all information, records and materials developed therefrom.

(b) **Exclusions.** Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

(c) **Legally Compelled Disclosures.** Notwithstanding anything to the contrary in this Agreement, the Receiving Party may disclose Confidential Information as required by any law, regulation, court order or other legal requirement. The Receiving Party shall promptly notify the Disclosing Party upon learning of any such legal requirement, and, unless prohibited by law, cooperate with the Disclosing Party in the exercise of its right to protect the confidentiality of the Confidential Information before any tribunal or governmental agency. The Receiving Party shall disclose only that portion of the Confidential Information that it is legally required to disclose.

(d) **Privacy.** The Parties will process information under this Agreement in compliance with applicable law.

5. **Representations and Warranties.** Each Party represents and warrants that it has the necessary rights, power and authority to enter into this Agreement and that its performance hereunder will not violate any applicable law, regulation or third-party agreement. Counterparty represents that it (i) will comply with all applicable laws and regulations, including those related to advertising, consumer protection, intellectual property, data privacy and data security, and (ii) has the authority and rights to provide Flex all information or data that it shares with Flex in connection with this Agreement, if any. Counterparty further represents, warrants and covenants that (a) neither Counterparty nor, to Counterparty’s knowledge, any of its officers, directors or beneficial owners is the subject of sanctions administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control or any other applicable sanctions authority, (b) Counterparty will comply with all applicable anti-money laundering, sanctions and

anti-corruption laws and (c) Counterparty will promptly provide such information as Flex may reasonably request to satisfy Flex's know-your-customer, onboarding, risk and compliance requirements, and Flex may suspend the Flex Services or decline to commence them if Counterparty fails to do so. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE FLEX SERVICES, MARKETING ASSETS AND FLEX MARKS ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND FLEX DOES NOT WARRANT THAT THE FLEX SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. For the avoidance of doubt and solely with respect to providers of mortgage services, the Parties acknowledge and agree that Flex is not acting as a "debt collector" as defined under the Fair Debt Collection Practices Act, 15 U.S.C. §1692a(6) ("FDCPA"), or as a "servicer" as defined under the Real Estate Settlement Procedures Act, 12 U.S.C. §2605(i)(2) ("RESPA"), in connection with any services provided under this Agreement. Any fees charged by Flex in connection with this Agreement are not imposed in connection with debt collection or mortgage loan servicing activity subject to the FDCPA or RESPA.

6. **Indemnity.**

(a) **Indemnity.** Each Party (the "**Indemnifying Party**") shall indemnify, defend and hold the other Party and its employees, agents and other related parties (each, an "**Indemnified Party**") harmless for any third-party claims, liabilities, damages, judgments or other losses, including reasonable out-of-pocket legal fees and fines and penalties (collectively, "**Losses**") incurred by the Indemnified Party arising out of or relating to any allegation that any intellectual property, technology or materials provided by the Indemnifying Party under this Agreement (such Party's "**IP**") infringes, misappropriates or violates any intellectual property or other right of any person or entity (an "**Infringement Claim**"). Counterparty shall indemnify, defend and hold Flex and its employees, agents and other related parties harmless for any third-party Losses incurred by Flex arising out of or relating to (i) Counterparty's violation of any law, rule or regulation, (ii) Counterparty's negligence or willful misconduct, or (iii) Counterparty's breach of Section 4 (Confidentiality).

(b) **Infringement Claims.** If an Infringement Claim is asserted, or, in the Indemnifying Party's reasonable belief, is likely to be asserted, the Indemnifying Party may require the Indemnified Party to discontinue use of the Indemnifying Party's IP immediately. The Indemnifying Party shall have no liability or obligation hereunder with respect to any claim to the extent such claim is based upon (i) any use of the Indemnifying Party's IP not strictly in accordance with this Agreement, (ii) modifications, alterations, combinations or enhancements of the Indemnifying Party's IP not created by Indemnifying Party, (iii) the Indemnified Party's IP, (iv) the Indemnified Party's continued use of the Indemnifying Party's IP after being notified of possible infringement or (v) the Indemnified Party's continued use of any version of the Indemnifying Party's IP after being provided modifications that would have avoided the alleged infringement. The provisions of this Section state the sole, exclusive and entire liability of the Indemnifying Party to the Indemnified Party with respect to Infringement Claims and are the Indemnified Party's sole remedy with respect to any Infringement Claim.

(c) **Procedures.** Any claim for indemnification under this Section is subject to (i) the Indemnified Party providing prompt written notice of the claim and reasonable cooperation, information and assistance in connection therewith and (ii) the Indemnifying Party's sole control and authority to defend, settle or compromise such claim, provided that any settlement of such claim that does not contain an unconditional release of the Indemnified Party will require the prior written consent of the Indemnified Party.

7. **Limitation of Liability.** In no event shall either Party be liable or obligated for any special, exemplary, consequential, incidental, indirect or punitive damages or lost profits, whether in contract or in tort (including breach of warranty, negligence and strict liability), even if such Party has been advised of the possibility of such damages. Flex's liability for any Losses arising out of or relating to Flex's performance or failure to perform its

obligations under this Agreement will be limited, in the aggregate, to an amount equal to the greater of (a) the total fees paid or payable to Flex under this Agreement in the twelve (12) months preceding the event giving rise to the claim and (b) \$25,000. Flex will have no liability for any acts or omissions that occur on the Counterparty's websites, mobile applications, social media accounts or other digital channels and Flex will not be liable for any Losses related to such platforms. All claims for Losses arising out of or relating to each Party's performance or failure to perform its obligations under this Agreement must be filed within two (2) years of the date the claim accrued. This limitation of liability will apply to the maximum extent permitted by applicable law and notwithstanding the failure of any limited remedy. Each Party enters into this Agreement in reliance upon the limitations of liability set forth in this Section, that the same reflect an allocation of risk between the Parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss) and that the same form an essential basis of the bargain between the Parties.

8. **Subcontractors.** Where Flex engages any subcontractor, it will do so pursuant to a written contract binding the subcontractor to the same or substantially similar requirements of this Agreement with respect to the privacy, security and confidentiality of Confidential Information. The subcontractor will be limited to processing any Confidential Information for the purposes outlined in this Agreement.

9. **Flex Reporting.** Flex shall provide certain Data to Counterparty in order to determine the effectiveness of the Flex Services, as further set forth on <https://getflex.com/legal/cc-monthlyreporting>. All data that Flex discloses or transfers to Counterparty in connection with this Agreement (the "Data") shall be fully de-identified, aggregated and anonymous in accordance with applicable privacy laws and industry standards. Counterparty certifies that it will not attempt to re-identify any individual whose data is included in the Data and will not permit any third party to do so.

10. **Public Statements.** In the event that a Party desires to issue a press release or other disclosure regarding this Agreement, such Party (i) will give the other Party the opportunity to review the press release or disclosure and (ii) must obtain the prior written approval of the other Party prior to any release or disclosure.

11. **Force Majeure.** Neither Party shall be liable for failure to perform its obligations under this Agreement (other than payment obligations) if such failure is caused by circumstances beyond its reasonable control, including but not limited to acts of God, government regulations, wars, pandemics, strikes or network failures.

12. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its body of laws controlling conflict of laws. Any disputes arising out of this Agreement shall be brought exclusively in the federal or state courts located in the Southern District of New York and the Parties irrevocably consent to the personal jurisdiction and venue therein.

13. **Assignment.** Neither Party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld, and any attempted assignment, subcontract, delegation or transfer in violation of the foregoing will be null and void. Notwithstanding the foregoing, either Party may assign this Agreement without consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets; provided that Flex may immediately terminate this Agreement upon Counterparty's assignment, or attempted assignment, of this Agreement to a Flex Competitor; provided, further that in the event Counterparty undergoes a change of majority ownership or control or Counterparty assigns all or part of this Agreement, Counterparty will, as soon as reasonably practicable (and in all cases within 30 days), (i) notify Flex of the foregoing and (ii) provide any information reasonably requested by Flex in connection with its risk assessment of the assignee or new ownership entity, as applicable. Failure to provide such notice or information will be considered a material omission of information and any attempted assignment, subcontract, delegation or transfer without such notice or information will be null and void. The terms of this Agreement will be binding upon permitted assignees.

14. **Miscellaneous.** This Agreement, together with the Order Form, constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether

written or oral, concerning the subject matter hereof. Any amendments or modifications to this Agreement will be effective only if in writing and signed by both Parties. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law. The failure by either Party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Except as expressly set forth in this Agreement, the exercise by Flex of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or available at law or in equity or otherwise. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally, (ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt, (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid or (iv) upon confirmation of receipt of electronic mail. All such notices will be sent to the addresses set forth above or to such other addresses as may be specified by either Party to the other Party in accordance with this Section.