

PURCHASE PROGRAM ACCOUNTHOLDER AGREEMENT

THIS PURCHASE PROGRAM ACCOUNTHOLDER AGREEMENT (this “ACCOUNTHOLDER AGREEMENT”) by and between you, or on behalf of the “applicant” set forth in the application (the “Accountholder”), and Multi Service Technology Solutions, Inc., a Florida corporation (“MSTS”) with reference to the following facts:

WHEREAS, MSTS is engaged in the business of providing a purchase financing program (the “Purchase Program”) for products offered for sale by Crutchfield Corporation, a Virginia corporation (together with its subsidiaries and affiliates, the “Merchant”) through its e-commerce platform (the “E-commerce Site”); and

WHEREAS, Accountholder requests MSTS to accept and onboard Accountholder by reviewing its application and, upon approval, assigning a Purchase Program account number and provide financing to participate in the Purchase Program.

NOW THEREFORE, in consideration of the mutual covenants provided herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be legally bound as follows:

1. Issuance of Credit

Upon review and approval by MSTS of your application, MSTS shall issue you with a Purchase Program account (the “Account”) identified by an Account specific identification number, and extend such credit as is determined by MSTS in connection with such application.

2. Credit Evaluation/Security Deposit

Accountholder hereby authorizes MSTS and its employees, attorneys, agents, assigns, and successors to obtain from and share with Merchant in connection with the Purchase Program any information Accountholder submits to Merchant through any means, and investigate the credit history in connection with Accountholder’s application, including, without limitation, through commercial reporting companies, direct inquiries to businesses where Accountholder has accounts, and review of personal credit histories (where appropriate) by obtaining consumer credit reports. MSTS represents that information contained on any consumer credit report obtained will only be used for deciding whether to extend or approve credit for applicant’s business and will not be used with respect to any decision to extend credit for personal, family, or household purposes. If MSTS determines that credit cannot be extended based on existing credit history or current credit events, then MSTS, in its discretion, may approve an Account creation by requiring a security deposit, guaranty, or other collateral in order to open or to continue the account. MSTS will utilize information provided by applicant in accordance with its Privacy Policies, which may be found on the MSTS website at www.msts.com.

3. Program Usage

Participation in the Purchase Program by the Accountholder is subject to MSTS’s approval of Accountholder’s application and Accountholder’s acceptance of all terms and conditions contained herein or on the Program Website (as defined below), or as amended from time to time by MSTS in its sole discretion, and Accountholder’s utilization of the credit line provided hereunder shall be considered acceptance for the purposes hereof. This Agreement and the terms and conditions contained herein may be amended, modified, or otherwise supplemented from time to time by MSTS upon prior written notice, and if no effective date of the revised terms is provided in such notice, then such revised terms are effective as of the date of such notice (for purposes hereof, email notification shall constitute written notice). After receipt of such notice, Accountholder’s continued possession or use of its Account under the Purchase Program shall be deemed acceptance of such revised terms and conditions. If Accountholder does not accept the changes, then Accountholder may close its Account through the Program Website (as defined below) or by notifying MSTS using the telephone number or email address located at the bottom of the Program Website, any time before the changes come into effect, provided that Accountholder will remain liable for any outstanding and pending amounts payable under the Account. Usage of the Account by the Accountholder includes the retention or use of the Account by (i) the Accountholder or (ii) any person or entity under Accountholder’s direction or control. As a condition of participating in the Purchase Program,

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Accountholder consents to receive information from MSTIS electronically through the MSTIS portal (“Program Website”) located at the E-Commerce Site, or any other method of communication as determined by MSTIS. Accountholder should print or otherwise save copies of any Account history, statements, and related communications from MSTIS for its own records. Under no circumstances may Accountholder use the Purchase Program for non-commercial purposes.

4. Ownership of Accounts

- a. All accounts issued in connection with the Purchase Program are non-transferable. Accountholder will be responsible for all charges incurred through the use of the Account issued hereunder. The Accountholder is liable for any unauthorized uses of the Account, and the Accountholder agrees to be responsible for any unauthorized use. If an Account number is lost or stolen, it is the Accountholder’s sole responsibility to deactivate the Account number through the Program Website to prevent unauthorized usage and any unauthorized usage prior to such deactivation shall remain the Accountholder’s responsibility. Accountholder should follow-up such deactivation with written notification sent directly to MSTIS at the notice address listed below, and using the telephone number or email address located at the bottom of the Program Website, or through the Program Website. Upon receipt of such deactivation notice, MSTIS will suspend and/or close the Account and will take commercially reasonable steps to prevent the usage of the Account Number. If the Account Number is honored prior to the receipt of such deactivation notice, Accountholder will be responsible for all charges incurred through the use of the Account.
- b. Accountholder shall be responsible for all unauthorized usage prior to notification in accordance with this Section 4 except for unauthorized usage related to Account numbers that have been compromised, stolen, or otherwise misappropriated due to gross negligence or willful misconduct on the part of MSTIS.
- c. The Accountholder is responsible for protection of password(s) and access to the Program Website and agrees it is liable for any unauthorized uses of the Program Website and the Account as set forth in this Section.
- d. Access to the Program Website must be restricted to officers or other authorized representative(s) of Accountholder. In the event a password is lost or compromised, or Accountholder believes there may have been any unauthorized access to its Account, it must immediately notify MSTIS. All requests for changes to the Account or other communications regarding the Account must be submitted electronically through the Program Website, or in a written notice or in an email from an officer and/or another authorized representative of the Accountholder as set forth in Section 4(a), or as otherwise agreed to by MSTIS.

5. Representations and Warranties

Accountholder represents and warrants the truth, completeness, and accuracy of the following in connection with this Agreement:

- a. The financial information and all other information provided to MSTIS or Merchant as part of the Purchase Program;
- b. This Agreement is valid, binding, and enforceable;
- c. The execution of this Agreement and the performance of its obligations hereunder are within the Accountholder’s (or its designee’s) power, have been authorized by all necessary corporate actions and does not constitute a breach of any agreement of Accountholder with any other party;
- d. Accountholder has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations, and requirements of governmental authorities as they relate to the use of the Account;
- e. The execution of this Agreement and the performance of its obligations hereunder shall not cause a breach by Accountholder of any duty arising in law or equity;

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- f. Accountholder possesses the financial capacity to perform all of its obligations hereunder;
- g. The extension of credit by MSTs to Accountholder shall be used solely to carry on a business or commercial enterprise and shall not be used for individual, personal, family, or household use;
- h. To the extent Accountholder is incorporated in or operates from Quebec, Canada:
 - i. Accountholder is not a farmer, a fisherman, or a feed ranch lot operator; and
 - ii. Accountholder is not a natural person operating in a business capacity.

6. Limitations of Warranties

MSTs is not a seller of the merchandise or services obtained from Merchant or through the E-commerce Site, or from any other third party under the Purchase Program. MSTs does not warrant or make any representations regarding any merchandise or services from any source obtained by Accountholder under the Purchase Program, nor does MSTs make any representations or warranties with respect to the E-commerce Site, the functionality or security of the E-Commerce Site, or in any other respect regarding the E-commerce Site. MSTs neither sells nor warrants in any respect any of the goods or services obtained from Merchant through the E-commerce Site, or from any other third party under the Purchase Program, or from Merchant, any Merchant subsidiary or affiliates, or any other third party through whom Accountholder can use its Account to purchase goods in any other location from time to time. MSTs's sole function in connection with the Purchase Program is to furnish financial services and accommodations to the Accountholder. **MSTs HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY SUCH GOODS OR SERVICES PURCHASED FROM MERCHANT, ITS SUBSIDIARIES OR ANY OF ITS AFFILIATES, OR ANY OTHER THIRD PARTY, OR THROUGH THE E-COMMERCE SITE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ACCOUNTHOLDER HEREBY WAIVES ANY RIGHT TO BRING ANY CLAIM AGAINST MSTs IN CONNECTION WITH ANY OF THE FOREGOING.**

7. Indemnification and Limitation of Liability

Accountholder shall indemnify and hold MSTs harmless against all losses, damages, costs, expenses (including attorneys' fees), and liability, including any third-party claims, which may result from: (i) the proper performance of MSTs's obligations hereunder; (ii) any negligent or wrongful act or omission of Accountholder, its directors, officers, agents, employees, and subcontractors; or (iii) any breach of Accountholder of the Agreement made hereunder. IN NO EVENT SHALL MSTs OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO ACCOUNTHOLDER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE, OR HAVE ANY LIABILITY AS A RESULT OF ANY DATA BREACH, IP INFRINGEMENT OR BREACH OF CONFIDENTIALITY OBLIGATIONS BY MERCHANT OR ANY OF ITS SUBSIDIARIES OR AFFILIATES IN CONNECTION WITH THE PURCHASE PROGRAM OR THROUGH THE E-COMMERCE SITE, OR FOR MERCHANT'S OR ANY OF ITS SUBSIDIARIES' OR AFFILIATES FAILURE TO PROPERLY AND SECURELY STORE ACCOUNTHOLDER'S INFORMATION OR PROPERLY TRANSMIT ACCOUNTHOLDER'S INFORMATION TO MSTs FROM TIME TO TIME, OR FOR MERCHANT'S OR ANY OF ITS SUBSIDIARIES OR AFFILIATES OR ANY OTHER THIRD PARTY'S FAILURE TO CORRECTLY INVOICE OR CHARGE TAX OR VAT FOR ANY TRANSACTIONS MADE THROUGH THE PURCHASE PROGRAM. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MSTs HAVE ANY LIABILITY TO ACCOUNTHOLDER IN CONNECTION WITH ANY BREACH BY MERCHANT OR ANY OF ITS SUBSIDIARIES OR AFFILIATES OF ANY CONTRACT TERMS WITH ACCOUNTHOLDER ON THE E-COMMERCE SITE OR ELSEWHERE. ACCOUNTHOLDER ACKNOWLEDGES THAT EMAIL IS NOT A SECURE FORM OF TRANSMISSION AND THAT IT MAY POTENTIALLY BE INTERCEPTED OR OTHERWISE OBTAINED BY PERSONS OTHER THAN THE INTENDED RECIPIENT AND WAIVES ALL RIGHTS AND REMEDIES PERTAINING TO THE COMPROMISE OF ANY ELECTRONIC COMMUNICATION BETWEEN MSTs

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AND MERCHANT, OR ANY OF ITS SUBSIDIARIES OR AFFILIATES IN CONNECTION WITH THE PURCHASE PROGRAM. ACCOUNTHOLDER ACKNOWLEDGES AND AGREES THAT MST'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF THE AMOUNTS RECEIVED FROM ACCOUNTHOLDER IN THE PAST 12 MONTHS OR \$10,000.

8. Credit Limit/Credit Line

A credit line will be assigned to each Accountholder, subject to MST'S determination of the creditworthiness of such Accountholder's application pursuant to Section 1. The calculation of such credit line shall include the outstanding amounts of all purchases Accountholder has made under the Purchase Program, whether billed or unbilled. If Accountholder finds its credit line to be inadequate, then Accountholder may notify MST'S through the Program Website and request a modification to its credit line. Accountholder may be required to provide additional evidence as may be necessary to support Accountholder's creditworthiness in MST'S sole discretion. MST'S will review and modify credit limits in accordance with MST'S credit line policies. To the extent such option is not available for any reason on the Program Website, or secondarily after making such request on the Program Website for confirmatory purposes, Accountholder may also email or call MST'S using the telephone number or email address located at the bottom of the Program Website in connection with a request for a credit line increase. MST'S reserves the right to lower, suspend or terminate the credit line assigned to an Accountholder at any time and for any reason in its sole discretion.

9. Payment/Late Fees

- a. Accountholder shall make payments to MST'S or MST'S's designee as frequently as may be necessary to keep the outstanding Account balance within the line of credit and in compliance with the payment terms set forth herein. If Accountholder or its bank for any reason should fail to timely pay any amount due MST'S, Accountholder understands and agrees that MST'S may immediately suspend all Accounts held by Accountholder and draw against any letter of credit or other security pledged by Accountholder for the benefit of MST'S. If Accountholder's bank should fail to honor payment to MST'S or any outstanding amounts due in connection with Accountholder's Account becomes delinquent, then MST'S may require immediate and full payment of all outstanding amounts. In the event that a payment made to MST'S or MST'S's designee is returned by the Accountholder's bank, then MST'S reserves the right to charge a returned payment fee to the Accountholder's Account in the amount of fifty dollars (\$50.00) per instance or the maximum amount permitted by law, if less. Accountholder may pay its billing statement by direct debit to its bank account via automated clearing house (ACH), or through Electronic Funds Transfer (EFT), or such other means as approved by MST'S from time to time (to the extent payment is made by check, Accountholder shall send the payment to the address on the billing statement). Accountholder shall notify MST'S of its election to pay any amounts due and payable hereunder through ACH or reoccurring or one-time EFT via the Program Website, or as otherwise instructed to or agreed to by MST'S.
- b. Account statements will be issued by MST'S on a daily or weekly or other basis (net 30, net 45 or otherwise) depending on the Account's billing settings or options in the Program Website, and payments will be due in accordance with the due date indicated on such account invoice. MST'S shall apply all payments received to the total amount due by Accountholder, but may in its sole discretion through the Program Website, provide Accountholder the option to designate payment at the invoice level. Statements that have a remaining balance after the due date are considered delinquent. Delinquent accounts may be assessed late fees at a monthly rate of the lesser of one and a half percent (1.5%) of the transaction value per month on all outstanding transactions or the maximum percentage interest rate assessable pursuant to Applicable Law. Late fees are assessed on each subsequent statement in which such late fees have accrued. Such late fees are only assessed on outstanding and delinquent amounts and are not based on the entire amount billed in a billing period. Late fees may be waived or modified by MST'S in its sole discretion with written notice to the Accountholder. The Accountholder is liable for all late fees assessed to the Account and must pay the fees to maintain the Account below the credit limit and in good standing. MST'S applies payments first to any accrued interest and then to billing statements on a first-in, first out basis.

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- c. MSTS may offset any amounts owed by MSTS to Accountholder against any claims MSTS has against the Accountholder. Accountholder is and shall be liable to MSTS for all costs and expenses incurred by MSTS in collection and enforcing its rights hereunder, including but not limited to, late fees, and reasonable attorneys' fees, if any, incurred by MSTS to collect all amounts due on Accountholder's Account.
- d. The payment terms stated in this Agreement, and/or any subsequent amendments, apply to all undisputed invoices and supersede the payment terms of any Purchase Order (P.O.), third party contract, or any other documentation the Accountholder may have signed.

10. Disputes

Accountholders have sixty (60) days from the original invoice date to dispute charges pursuant to instructions contained in the FAQ page located at the Program Website. If an Account transaction is not disputed within sixty (60) days from the original invoice date in accordance with the terms hereof, or such other time period as set forth herein, then the Accountholder is liable for all charges related to the transaction. Accountholder acknowledges and agrees that MSTS may rely solely on Merchant's determination with respect to any dispute, and such decision with respect to such dispute shall be final as between MSTS and Accountholder. **A CLAIM OF A DISPUTE, REGARDLESS OF HOW SUCH DISPUTE IS ULTIMATELY RESOLVED BY MERCHANT, SHALL UNDER NO CIRCUMSTANCES BE CONSIDERED A DEFENSE TO PAYMENT OF THE UNDERLYING OBLIGATION TO MSTS AND ALL OBLIGATIONS SHALL BE DUE BY THE INVOICE DUE DATE UNLESS OTHERWISE AGREED TO BY MSTS. ACCOUNTHOLDER HEREBY WAIVES ANY AND ALL SUCH DEFENSES TO PAYMENT THAT ARISE AS A RESULT OF A CLAIM OF BREACH OF A REPRESENTATION OR WARRANTY BY MERCHANT, MSTS, OR OTHERWISE THAT IT MAY BE ENTITLED TO UNDER APPLICABLE LAW OR BY CONTRACT.**

11. Choice of Law; Jurisdiction; Venue/Waiver of Immunity/Trial by Jury

- a. This Agreement, and any continuing guaranty, as may be required, is governed by the laws of the State of Kansas, without reference to conflicts of laws principles, and it is agreed that jurisdiction of any legal action connected with this Agreement, including, without limitation, the class action waiver provided in this section, shall be exclusively in the state or federal courts located in Johnson County in the State of Kansas. Notwithstanding the foregoing, MSTS may, at its option, choose to pursue legal action against the Accountholder in any state or province in which the Accountholder does business or where jurisdiction may otherwise be proper. **ALL ACTIONS, CLAIMS, DISPUTES AND PROCEEDINGS ARISING UNDER OR RELATING TO THIS AGREEMENT SHALL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND ACCOUNTHOLDER WILL NOT UNDER ANY CIRCUMSTANCES CONSOLIDATE OR SEEK CLASS TREATMENT FOR ANY SUCH ACTION, CLAIM, DISPUTE OR PROCEEDING UNLESS PREVIOUSLY AGREED TO IN WRITING BY MSTS.**
- b. Accountholder agrees that in the event of default, MSTS may institute suit against the Accountholder in aforesaid courts and that service of process by certified mail, return receipt requested, postage prepaid, and addressed to the Accountholder shall be sufficient to confer jurisdiction of said courts, regardless of where the Accountholder is geographically located or does business.
- c. To the fullest extent permitted by applicable law, Accountholder expressly and irrevocably waives, and agrees not to assert, a defense of immunity on the grounds of sovereign immunity or other similar grounds in any action or proceeding which may be commenced or asserted by MSTS against Accountholder or Accountholder's revenues and/or assets, whether in whole or in part or otherwise, which status would otherwise entitle Accountholder to assert such a defense in any claim against it from: (a) suit; (b) jurisdiction of any court; (c) relief by way of injunction, order for specific performance or for recovery of property; (d) attachment of Accountholder's revenues and/or assets (whether before or after judgement); and (e) execution or enforcement of any judgement to which Accountholder or Accountholder's revenues and/or assets might otherwise be subject in any proceedings in the courts of any jurisdiction. **THE PARTIES HEREBY**

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KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF THESE TERMS AND CONDITIONS. No action shall be brought against MSTS by Accountholder arising out of any transactions charged to any Account in accordance with this Agreement more than one (1) year from the date therefrom or, if less, such period of time set forth by the laws of the State of Kansas.

12. Term and Termination

This Agreement will continue in effect until terminated by either party immediately upon written notice to the other at the mailing address or email address, in the case of MSTS, as set forth herein, or in the case of Accountholder, at the mailing address or email address set forth in the Accountholder application or maintained in the Program Website. This Agreement may be terminated by either party at any time by giving written notice to the other party; provided, however, that such termination shall not relieve Accountholder of any outstanding amounts owed to MSTS in connection with such Accountholder's Account. Upon termination, all Accounts shall be immediately terminated and deactivated, and the Accountholder must immediately destroy all Account identification numbers in the possession or under the control of the Accountholder. Accountholder shall have the responsibility to pay all amounts outstanding, which shall become immediately due and payable. All terms and provisions by their nature that should survive the termination of this Agreement shall so survive and continue in full force and effect after the termination or expiration of this Agreement, including, without limitation, Sections 6, 7, 10, 11, and 12.

13. Assignment

MSTS may assign or otherwise transfer this Agreement and any and all rights and obligations hereunder without prior notice to Accountholder. Accountholder may not assign or transfer this Agreement or any rights or obligations hereunder, by merger, or law, or otherwise, without the prior written consent of MSTS.

14. Waiver and Amendment

Failure by MSTS to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing, and signed by MSTS. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

15. Electronic Communication

This Agreement authorizes MSTS and Merchant to transmit information via email to the undersigned Accountholder at the email address(es) provided for communication in the Accountholder application or maintained at the Program Website. Accountholder acknowledges that the email communication may contain confidential information intended solely for the use of the Accountholder and its authorized agents and representatives. In consideration of MSTS' and Merchant's willingness to provide the reporting to Accountholder via email, Accountholder agrees that it will not hold MSTS or Merchant responsible for any email communication intercepted or received by anyone other than the intended recipients. Accountholder hereby releases MSTS and Merchant and their affiliates, and each of their agents, employees, and representatives, from any and all liabilities, claims, losses, damages, injuries, and expenses of any kind in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients. Accountholder hereby further agrees to indemnify, defend, and hold harmless MSTS and Merchant and their affiliates, and each of their agents, employees and representatives, from and against any and all liabilities, claims, losses, damages, injuries, or expenses sought by a third party and in any way connected with or arising out of the interception or receipt of the email communications by any unintended recipients. Accountholder's obligations, as set forth in Section 15, shall not apply to the extent such liabilities, claims, losses, damages, and injuries are caused by the gross negligence or willful misconduct of MSTS, or its employees or agents.

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16. Correspondence

All written correspondence, with the exception of payments, pertaining to Accountholder's Account shall be sent to the following address via certified or registered mail, overnight courier:

Multi Service Technology Solutions, Inc.
8650 College Boulevard
Overland Park, KS 66210
ATTN: Crutchfield Corporation Purchase Program

You may also contact MSTS using the telephone number or email address located at the bottom of the Program Website, which however, will not constitute notice to MSTS unless followed by a written correspondence of the same to MSTS' address above.

17. Accountholder Data

Notwithstanding any other verbal or written communications or representations to the contrary, the Accountholder agrees that MSTS and its agents and service providers may collect and use Accountholder's data and all data associated with its Account for purposes related to the Purchase Program and this Agreement subject to MSTS's privacy policies located on the MSTS website. In addition, Accountholder agrees that MSTS may transfer any and all Accountholder data and Account data in MSTS's possession to Merchant, as determined to be necessary by MSTS in its sole discretion, and Merchant will treat such information in accordance with their respective privacy policies.

18. Trademarks

The Merchant marks are trademarks owned by Merchant. The MSTS marks are trademarks owned by Multi Service Technology Solutions, Inc.

19. Effective Date

This Agreement shall be effective on the date on which Accountholder executes this Agreement.

20. Third Party Beneficiary/ Agency

Nothing contained in this Agreement will or is intended to create or will be construed to create any right in or any duty or obligation to any third party, nor does this Agreement create any third-party beneficiary rights in the Accountholder with respect to any other agreement that may exist between MSTS and Merchant. Accountholder acknowledges and agrees that with respect to Merchant, MSTS is an independent contractor in the performance of all its Services under the terms of this Agreement, and nothing in this Agreement will be construed to create any relationship of employer and employee between MSTS or MSTS's directors, officers, employees, agents, and servants and Accountholder or Merchant. Nothing in this Agreement will be construed to create any joint venture, agency, or partnership relationship between MSTS and Accountholder or Merchant.

21. Future Reference

Please retain this Agreement for future reference.

By clicking "Yes" below, Accountholder certifies that all information provided in connection with Accountholder's application and Account to be true and correct, and agrees to be bound by the terms and conditions set forth above.