

1. **DEFINITIONS:** In this Agreement, the words "you" and "your" refer to the person or entity that signs the Winsupply Commercial Charge Account Agreement or on whose behalf the Winsupply Commercial Charge Account Agreement is signed. "We", "us" and "our" refer to BlueTarp Financial, Inc., One Monument Square, Suite 800, Portland, ME, 04101 and any assignee to which this Agreement and/or the indebtedness hereunder is assigned. "Account" means the commercial charge account with us established by this Agreement and which shall be used for the purchase of merchandise and/or services from any merchant who accepts the Account (referred to herein as "Seller") for your business use. BlueTarp does not sell goods or services and is solely in the business of lending money to you to finance your purchases from Sellers. BlueTarp does not warrant goods or services that you obtain from Sellers. The Winsupply PrizePoints Program sponsored and administered by Winsupply, Inc. is described in, and governed by, separate documentation.

2. **PROMISE TO PAY:** You may buy from the Seller merchandise (including any related services) described in the sales invoice(s) for the cash price(s) shown on such invoice(s). By signing this Agreement and/or using the Account, you have requested that we establish this Account and that we permit you to make purchases from Seller on credit under the terms of this Agreement. If you elect to use the Account, you agree to pay for all purchases and all charges mentioned below, according to the terms of this Agreement. You agree that your promise to pay will apply to all purchases made by any of you (including any person named on the Account, authorized users, or anyone under your control, including your employees) whether or not the purchase was in fact authorized by and for the benefit of your business entity. You also agree to be responsible for any unauthorized use of the Account. You and any Personal Guarantor understand and agree that your obligation and the obligation of any Personal Guarantor to pay all amounts owing under this Agreement and otherwise to perform the terms and conditions of this Agreement and any related guaranty are absolute and unconditional.

3. **BUSINESS PURPOSE:** You agree that this Account shall be used only for purchases for commercial or business purposes, and not for personal, family, or household purposes. You agree that a breach by you of this "Business Purpose" section will not affect our right to enforce your promise to pay for the credit extended to you, including related charges, or to use any remedy legally available to us even if that remedy would not have been available had the Account been established as a consumer credit account.

4. **CREDIT LINE; PAYMENTS:** A credit line will be assigned to your Account. This line includes all unpaid purchases, whether billed or unbilled. We may at any time change your credit limit. If, as you use your Account, you find your credit line to be inadequate, please call 1-866-258-8277. Your Account billing cycle is closed on the 25th of the month. All purchases and fees charged to this Account during a monthly billing period will be shown on the Statement for that period. Statements are mailed and posted to your secure web account. Payment of the entire balance (the "New Balance") is due in full by the 20th day of the month (the "Payment Due Date"). You may pay your Account by check, Online Payment or Electronic Funds Transfer ("EFT"). EFT authorizes us to automatically deduct funds from your chosen bank account. Any payments received after 4:00 p.m. on any business day, or on any day other than a business day, will be credited on the next business day. You agree that if you make a payment on your Account by check delivered to any location other than our payments lockbox (such as to a Seller who agrees to receive such payments), we may convert your check into an electronic debit to your bank account on which the check was drawn. You agree to provide us with any further documentation authorizing such an electronic debit that we may reasonably request, and we may reverse any credit to your account for such check if you fail to promptly provide requested documentation.

5. **EXTENDED TERMS:** Account holders may request up to two (2) thirty-day extension periods to pay invoices and each approved extension period will incur a 0.75% transaction fee (provided, however, that such fees may not exceed the maximum amount permitted by law). Approved requests will only apply to transactions occurring after the approval date (i.e., prior approval is required).

6. **LATE PAYMENT FEE:** In the event that we do not receive your payment of the entire New Balance within five (5) days after the Payment Due Date, you will be in default and we will charge a Late Payment Fee of \$29.00 and a Finance Charge on the delinquent balance less any unpaid Late Payment Fees ("Delinquent Balance"). The Finance Charge will be calculated by applying a rate of 1.50% per month (annualized rate 18%), to the Delinquent Balance. The Late Payment Fee and Finance Charge, or, if less, the maximum finance charge and late fee permitted under the law, will be added to your Account balance at the end of each monthly billing cycle while your default continues, except that no Finance Charges will be imposed in the billing cycle in which your default is cured by repayment of all amounts owing on your Account.

7. **RETURNED CHECK FEE:** We may impose a Returned Check Fee of \$25 (or such lesser amount as is permitted by law) if any check or other instrument sent to us, or any electronic payment authorization you provide us in payment on your Account, is not honored upon first presentation, even if the check, instrument or electronic authorization is later honored.

8. **ACCOUNT INFORMATION:** Your Account will enable you to access certain purchase information via our Web site and other media such as automated telephone service. You agree to follow our security procedures and to keep your password secret. You are responsible for any losses or unauthorized access to your data that results from you or your employee breaking security

procedures. We use reasonable efforts to provide prompt and accurate sales transaction data; we are not responsible for any errors in such data.

9. **TERMINATION/CHANGE IN TERMS:** You may at any time terminate this Agreement. We may, at any time and subject to applicable law: (a) terminate this Agreement; (b) terminate or suspend your right to make future purchases. We reserve the right to change any term or condition of, or add new terms to, this Agreement by giving you fifteen days advance notice of such change or additional term. Unless prohibited by applicable law, we may apply any changed or new terms to any outstanding balance of your Account on the effective date of the change and to any future balances created after that date. Upon termination of this Agreement you will continue to be obligated to pay all amounts owing under, and to otherwise perform the terms and conditions of, this Agreement. No change to any term of this Agreement will affect your obligation or the obligation of any Personal Guarantor of this Agreement to pay, in full, all amounts owing under this Agreement or otherwise perform the terms and conditions of the Agreement or any related guaranty.

10. **DEFAULT; LIABILITY:** Subject to the limitations of applicable law, we may declare that you are in default under this Agreement if you (a) fail to make a payment when due; (b) violate any other term of this Agreement; (c) become the subject of bankruptcy or insolvency proceedings; or (d) exceed the credit limit on your Account. After your default, and subject to the limitations of applicable law, we have the right to: (i) reduce your credit limit; (ii) terminate your Account, in which case the terms of this Agreement will apply until full payment owing on your Account is received, including Late Payment Fees and Finance Charges which we will continue to impose until the date of full payment (iii) require immediate payment of your entire Account balance, including all accrued but unpaid Finance Charges and Late Payment Fees (if applicable); and (iv) bring an action to collect all amounts owed. If after your default, we refer your Account for collection to an attorney we may, to the extent permitted by applicable law, charge you or collect from you our collection costs, including court costs and reasonable attorney's fees. **UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES** for any claim arising out of or relating to this Agreement.

11. **CREDIT REPORTS AND ACCOUNT INFORMATION.** The credit of your business entity and the personal credit of any Personal Guarantor will be used in making credit decisions. You authorize us to investigate the creditworthiness of your business by obtaining credit reports and making other inquiries as we deem appropriate. Any Personal Guarantor signing the Winsupply Commercial Charge Account Agreement authorizes us to investigate his/her personal credit history by obtaining consumer credit reports and by making direct inquiries of businesses where his/her accounts are maintained. We may report the liability of your business and the Personal Guarantor, and the status of this Account, to credit bureaus and others who may lawfully receive such information.

12. **INFORMATION WE USE:** You understand and agree that all information relating to you and/or your Account, including without limitation, the purchases you make on your Account, your Winsupply Commercial Charge Account Agreement information, and your balance and payment information, may be shared with Winsupply, Inc. for use in connection with the Winsupply Commercial Charge program. We may also share information about you and your Account with our affiliates (companies related to us by common ownership or control) or with service providers who assist us in delivering services in connection with your Account. Finally, we may share information as otherwise permitted by law.

13. **CREDIT APPROVAL:** This Account and all purchases made under it are not binding on us until your credit is approved.

14. **GOVERNING LAW: THIS AGREEMENT AND YOUR ACCOUNT ARE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MAINE (WITHOUT REGARD TO INTERNAL PRINCIPLES OF CONFLICTS OF LAW).** You hereby agree that any claim, suit or cause of action you institute against us arising out of or relating to this Agreement must be filed exclusively in the State or Federal Courts within the State of Maine. You agree that in event of default under this Agreement, we may institute suit against you either in the State or Federal Courts of the State of Maine or in the jurisdiction in which you are geographically located or conduct business. For residents of the state of South Dakota, if you believe there are any improprieties in the making of this loan or in BlueTarp Financial's loan practices they may be referred to the South Dakota Division of Banking, 1601 N Harrison Avenue, Suite 1, Pierre, SD 57501 or you may call them at 605-773-3421.

15. **ASSIGNMENT:** We may sell, assign, or transfer all or any portion of your Account or any balances due under your Account without prior notice to you. You may not sell, assign, or transfer your Account or any of your obligations under this Agreement.

16. **SEVERABILITY:** If any provision of this Agreement is determined to be void or unenforceable under applicable law, rule, or regulation, all other provisions of this Agreement shall be valid and enforceable.

17. **ENTIRE AGREEMENT:** This Agreement, together with any Application you signed or otherwise submitted in connection with the Account (which is hereby incorporated by reference in this Agreement), constitutes the entire agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us and/or our predecessors relating to your Account. This Agreement may not be amended except in accordance with the provisions of this Agreement.