

Welcome.

Dear Business Professional,

Welcome to the Genesis Credit® consumer financing program.* Genesis Credit offers financing solutions to your customers allowing them to obtain the quality goods and services they deserve. This lets more of your customers, who may have been declined by your primary lender, say “yes” to your products.

Our simple and straightforward terms are easy to understand for both your sales staff and your customers. And with our automated online loan platform, loan approval generally takes seconds and the entire loan process mere minutes. Loan documents are signed online, making it quick and easy for your sales staff.

Enclosed is our Participant Start-Up Kit. Please complete or prepare the following documents and send them to genesiscredit@genesis-fs.com.

- **Signed Genesis Credit Participation Application**
- **Signed Genesis Credit Participation Agreement**
- **Completed ACH form with a blank voided check**
- **A copy of your business license**
- **Evidence of Professional and General Liability Insurance**

If you have any questions, please call us at **1-866-875-0161**. We look forward to working with you.

Sincerely,

The Genesis Credit Team

*Genesis Credit accounts are issued by Mid America Bank & Trust Company, Dixon, MO.

SECTION A - BUSINESS INFORMATION

How did you hear about us? Conference Internet Search Magazine Ad Online Ad Word of Mouth Other

Company - Legal Name:

DBA (if applicable):

Phone:

Fax:

Email:

Company Website:

Registered Company Street Address:

City:

State:

ZIP Code:

Date Business Commenced:

Business Tax ID Number:

Type of Business (Corporation, Partnership, LLC, Sole Proprietorship):

State of Organization:

If you are a subsidiary, please list the name and address of your parent company.

General Description of Product / Service:

Years in Business:

Annual Sales Volume:

Annual Sales Finance Volume:

Average Ticket Size:

Will Multiple Locations Offer Financing? Yes No

If Yes, Number of Locations:

Is your company or its parent currently subject to any lawsuits or regulatory action? If so, please explain.

SECTION B - OWNERSHIP INFORMATION

Principal #1:

Any other names by which you are now or have been known:

Full Legal Name:

Ownership %:

Home Street Address:

City:

State:

ZIP Code:

Home Phone:

Date of Birth:

Social Security Number:

Have you ever been convicted of a felony?

Principal #2:

Any other names by which you are now or have been known:

Full Legal Name:

Ownership %:

Home Street Address:

City:

State:

ZIP Code:

Home Phone:

Date of Birth:

Social Security Number:

Have you ever been convicted of a felony?

Please continue on other side >>

09012013INTS

Send your completed application:

Email: genesiscredit@genesis-fs.com • Fax: (503) 268-4711

Mail: ATTN: Partner Program, 8405 SW Nimbus Avenue, Suite A, Beaverton, OR 97008

SECTION C - REFERENCES

Bank Reference #1:	Contact Name:
Address:	
Contact Phone:	Account Number:
Trade Reference #1 (vendors, suppliers, etc.):	Contact Name:
Address:	
Contact Phone:	Account Number:
Trade Reference #2 (vendors, suppliers, etc.):	Contact Name:
Address:	
Contact Phone:	Account Number:

SECTION D - ELECTRONIC FUNDS TRANSFER AUTHORIZATION

To receive your funding electronically, please complete the enclosed Direct Deposit of Payments Authorization form. Attach a blank, voided check or deposit slip for the account to which credit/debit will be made, and attach it to your completed Participant Kit. To request a Direct Deposit Authorization form, please email genesiscredit@genesis-fs.com.

AGREEMENT

The Genesis Credit Participant Application ("Application") is submitted to establish a consumer credit program for, and to obtain merchant processing privileges on behalf of, the above named company ("Applicant").

By signing below, Applicant hereby represents, acknowledges, agrees, authorizes and confirms the following:

1. Applicant is a legal entity and the undersigned is executing this Application as an officer of Applicant.
2. Applicant has reviewed all provisions of this Application and all information provided herein is true and complete.
3. The Tax ID number is the correct taxpayer identification number for the Applicant.
4. Application is subject to approval by Genesis Bankcard Services, Inc.
5. Genesis Bankcard Services, Inc. or its agents may retain possession of this Application, rely on the information and statements herein, check and verify Applicant's credit history and employment history, secure follow up credit reports, and exchange information about Applicant and this account with creditors, credit bureaus and other proper persons.
6. Applicant's bank and any other listed references may release and/or verify information to Genesis Bankcard Services, Inc. at any time.
7. Genesis Bankcard Services, Inc. or their affiliates may send email and/or fax

communications to Applicant at the email addresses and fax numbers listed above or to any email addresses or fax numbers the Applicant may provide in the future regarding any credit financing relationship or other matters.

8. The execution and delivery of this Application and the consummation of the transactions contemplated hereby have been authorized by all necessary corporate action of the Applicant and do not and will not conflict with the organizational documents of Applicant.

Applicant's Full Legal Name:

Signature:

Title:

Date:

09012013INTS

Send your completed application:

Email: genesiscredit@genesis-fs.com • Fax: (503) 268-4711

Mail: ATTN: Partner Program, 8405 SW Nimbus Avenue, Suite A, Beaverton, OR 97008

GENESIS CREDIT PARTICIPATION AGREEMENT

This Participation Agreement (“Agreement”) is entered into as of the Effective Date, by and between Genesis Bankcard Services, Inc. (“Genesis”), located at 8405 SW Nimbus Ave., Suite A, Beaverton OR 97008, and the below identified Participant (hereinafter referred to as “Participant”).

(Name)

(Address)

(Phone Number)

The Agreement governs a retail funding program (“Program”) under which certain authorized purchases of Goods or Services from Participant will be financed through revolving Borrower credit Accounts extended to qualified Borrowers by Lender. For the purposes of this Agreement, except as otherwise stated, Genesis shall be acting on behalf of Lender with respect to Applications and Accounts.

In consideration of the mutual promises, covenants, and agreements contained herein, the parties agree as follows:

ARTICLE I - DEFINITIONS AS USED IN THIS AGREEMENT

The following terms shall have the following meanings, unless the context requires otherwise:

“Acceptable Identification Documentation” means the list of accepted identification types used to verify an Applicant’s identity.

“Account” means the revolving account issued to a Borrower by Lender as part of an approved Application.

“Account Agreement” means the Agreement between Lender and the Borrower, which will be presented to the Borrower by Genesis.

“Applicant” means a consumer who submits an Application for an Account.

“Application” means the information submitted by an Applicant for purposes of obtaining an Account.

“Borrower” means an Applicant who receives an Account for financing the purchase of Goods or Services.

“Extended Warranty” means any additional service contract with the exception of a manufacturer warranty.

“Funding(s)” means a disbursement of funds pursuant to an approved Purchase request made by a Borrower utilizing a Genesis Credit Account.

“Funding Percentage” means the percentage schedule indicated on the final page of this Agreement.

“Genesis Credit Account” means open-end, revolving Borrower credit Account approved by Genesis and issued by Lender under the Program.

“Genesis Operating Procedures” means the written or oral information and instructions provided by Genesis to Participant that establish procedures and requirements associated with transactions, as amended by Genesis from time to time in its sole discretion.

“Goods or Services” means any Goods sold or Services performed by the Participant, including, in the case of Services, all materials and Services rendered in support thereof.

“Lender” means Mid-America Bank and Trust Company, Dixon, Missouri.

“Participant” means the person or entity providing Goods or Services that has been made a party to this Agreement with Genesis.

“Participant Application” means the application and related information submitted by Participant to Genesis seeking approval to participate in the Program.

“Participant Funding Amount” means with respect to a Genesis Credit Account, the amount of the credit extended by Lender to the Borrower, multiplied by the Funding Percentage.

“Participant Portal” means the online system made available to Participant by Genesis for the purpose of taking Applications on behalf of Lender.

“Purchase” means a Borrower-authorized charge to their Genesis Credit Account for Goods or Services rendered by Participant.

“Settlement Account” means the account designated by Participant for the deposit of Fundings or withdraws of refund amounts.

“Third Party Claims” means claims, demands, actions, suits, losses, liabilities, damages, injuries, fines, penalties, costs and expenses of a third party including, without limitation, reasonable attorneys' fees.

ARTICLE II- APPROVAL AND FUNDING

Section 2.1. Credit Extension.

A. Genesis, on behalf of Lender, may accept or reject any Application for a Genesis Credit Account based on applicable underwriting and origination guidelines as interpreted by Genesis, and as respects Participant in Genesis’s sole discretion without limitation, to (i) evaluate credit applications; (ii) establish credit lines; (iii) increase or reduce credit lines; (iv) authorize transactions; (v) terminate or suspend Accounts; and (vi) establish risk tiers.

B. Participant shall submit Applications to Genesis on behalf of Borrowers via the Participant Portal. Genesis will not accept any Applications submitted by Participant via any other method.

C. Participant agrees that it will obtain acceptable and valid identification documents as set forth in the Acceptable Identification Documentation list provided by Genesis within the Participation Kit. Participant further agrees that it will accurately record the type and required identification from said acceptable and valid identification, and that it will not process an application where such identification appears to be fraudulent or expired.

Section 2.2. Funding. Subject to Participant’s satisfaction of the conditions of Section 4.2 of this Agreement (Representations and Warranties Regarding Funding), and provided that the Borrower’s Application for a Genesis Credit Account satisfies the underwriting guidelines applicable to the Program, Genesis will arrange for Lender to extend credit to Borrower and Participant will receive a payment from Genesis in the form of a deposit of the Participant Funding Amount to the Settlement Account. Funding is withheld from the Participant until confirmation is obtained that the Borrower’s Services or Goods have been shipped.

Section 2.3. No Surcharges. Participant shall not impose any surcharge, whether through any increase in price or otherwise, on Borrowers who pay Participant with a Genesis Credit Account pursuant to this Agreement.

Section 2.4. Borrower Relationship and Refunds.

A. The borrowing relationship established between Lender and a Borrower under an approved Genesis Credit Account shall be exclusively between those parties. Participant shall not accept any payments from, or purport to provide any credits to, any Borrowers on their Genesis Credit Account. However, should any payment be made to Participant on any Account, Participant will accept such payment as agent for the Borrower and will hold the payment for the sole benefit of Genesis. Within three (3) days of Participant’s

receipt of any such payment, Participant will remit the same to Genesis in the form received, together with the Borrower's name and Account number and any correspondence accompanying the payment. Participant shall have no rights, including, but not limited to, the rights of a third party beneficiary, under any Genesis Credit Account Agreement between Lender and any Borrowers, and Participant shall have no responsibilities or obligations with respect to Genesis Credit Accounts except as expressly set forth in this Agreement and the Genesis Operating Procedures. Furthermore, Participant shall not provide a cash refund to any Borrower in connection with Goods or Services financed by an Account, and all refunds shall be made in accordance with the procedure set forth below in Paragraph B of this Section 2.4.

B. Within ten (10) days of the date on which Participant first learns, or reasonably should know, that Goods or Services purchased using a Genesis Credit Account have been terminated prior to full delivery, price adjustment or returned (within Participant's published return guidelines), Participant shall refund to Genesis an amount equal to that portion of the Participant Funding Amount attributable to the undelivered or returned Goods or Services. Returns or cancelled purchases should be communicated to Genesis not more than sixty (60) days from the date of Funding.

C. If the Genesis Credit Account does not cover the total purchase price of the Goods or Services and Participant accepts additional financing from another, non-Genesis financing source(s), Participant agrees that if a Refund Amount is owed to Genesis pursuant to this Section 2.4, Participant shall pay the full amount of such Refund Amount to Genesis before paying any refunds owed to the non-Genesis financing source(s). The provisions of this Section 2.4 shall survive any termination or expiration of this Agreement.

Section 2.5. Billing Inquiries and Borrower Disputes. Genesis and Participant will notify the other on a current basis when a Borrower has made a billing inquiry or asserted a claim or defense (collectively a "Dispute") relating to a Genesis Credit Account for which the Participant Funding Amount has been paid to Participant. Participant agrees to investigate and make a good faith effort to resolve each Dispute whether referred to it by Genesis or received directly from a Borrower. Within fifteen (15) Business Days from the date (i) Genesis sends a Dispute to Participant or (ii) Participant receives notice of a Dispute from a Borrower, Participant shall notify Genesis in writing of the resolution thereof or the action Participant will take to resolve the Dispute. Participant shall provide Genesis with all such information as Genesis may reasonably request in connection therewith. The provisions of this Section 2.5 shall survive any termination or expiration of this Agreement.

Section 2.6 Chargeback Rights. If Participant has not complied with the terms of this Agreement or the Genesis Operating Procedures with respect to the origination of a Genesis Credit Account or submission of a Purchase, or if at the end of the Dispute resolution period described in Section 2.5 above, a Dispute has not been resolved (or Genesis has not been informed of the resolution of the Dispute), Genesis may for a Purchase that was previously funded, require Participant to reimburse Genesis the outstanding Account balance or the disputed portion thereof, as applicable. Genesis may set off from any future Fundings an amount equal to the disputed amount multiplied by the funding percentage ("Chargeback"). Genesis may, at its sole discretion, deduct the amount to be charged back from the Settlement Account or offset such amount from any future Funding to Participant. Alternatively, Genesis may demand that Participant pay Genesis the amount of the Chargeback and Participant shall make such payment within five (5) Business Days of such demand.

A. In any of the following circumstances, Genesis may, acting on behalf of Lender, charge back to Participant any transactions financed, and Participant shall immediately pay Genesis the amount represented by the transaction, plus interest at the rate on the applicable Account accrued and unpaid as of the date of the chargeback, plus added fees and Genesis's out-of-pocket costs incurred, if Genesis reasonably deems that a transaction is the result of an unresolved Borrower dispute (after providing Participant an opportunity to respond to the dispute), improper sales procedures, or a breach of Participant's representations and warranties under this Agreement, including, without limitation when one or more of the following occur:

- (i) the Borrower disputes the charge and Genesis determines that the Borrower's dispute is valid after providing Participant an opportunity to respond to the dispute;
- (ii) the Application is a duplicate of an item previously paid;
- (iii) the Borrower disputes the execution of the Application, or the sale, delivery, quality, or performance of the Goods or Services;

- (iv) the Borrower contends that he/she did not authorize the transaction in the amount entered into the Participant Portal;
- (v) the Borrower alleges that a credit adjustment was requested and refused, or that a credit adjustment was issued by Participant but Genesis did not receive the credit;
- (vi) the price of the Goods or Services shown within the Participant Portal differs from the amount shown on the receipt delivered to the Borrower;
- (vii) Participant did not obtain authorization from Genesis for the transaction represented by the receipt;
- (viii) the Borrower disputes a transaction represented by a receipt and alleges that he/she was not present at the Participant's location or the Account was not authorized for transaction;
- (ix) Genesis determines that Participant has violated or not complied with any term, condition, covenant, warranty, or other provision of this Agreement or any other agreement between parties, or any of Genesis' Operating Procedures, in connection with the Participant Portal, sales receipt or the transaction to which it relates;
- (x) Genesis determines that the sale is fraudulent or that the related transaction is not a bona fide transaction in Participant's ordinary course of business, or is subject to any claim of illegality, cancellation, rescission, avoidance, or offset for any reason whatsoever, including without limitation negligence, fraud, or dishonesty on the part of the Participant or any of its agents or employees;
- (xi) Genesis did not electronically receive the Application as required by this agreement;
- (xii) Funding is requested and received prior to shipment of Goods or Services to the Borrower;
- (xiii) Goods or Services are shipped or delivered to any third-party address or P.O. Box without Genesis' prior written approval;
- (xiv) Goods or Services are shipped or delivered without requiring and securing a signed receipt by Borrower;
- (xv) The Borrower alleges that a credit adjustment was requested within the parameters of Participant's documentable return policies and refused, or that a credit adjustment was issued by Participant but Genesis did not receive the credit; or
- (xvi) The Borrower alleges that the Participant provided false or misleading information (e.g. misrepresentation about the credit promotions).

Section 2.7. Offset.

A. Genesis may offset any amounts owed by Participant under this Agreement from any amounts due Participant, or Genesis may debit the Settlement Account in the amount of other amounts owed by the Participant under this Agreement. If Genesis elects the former and the amount due Participant is insufficient to cover any amounts owed by Participant to Genesis under this Agreement, Genesis, at its option, may offset the amounts owed under this Agreement or any remaining portion thereof from subsequent amounts due the Participant or debit the Settlement Account. Any amounts owed which cannot be paid by the aforesaid means shall be due and payable by Participant on demand within five (5) business days.

B. The provisions of this Section 2.7 shall survive any termination or expiration of this Agreement.

ARTICLE III – REVISIONS OF REQUIREMENTS

Genesis may from time to time amend or revise the Genesis Operating Procedures and any other documentation requirements, underwriting criteria or other requirements pertaining to any or all Fundings. Any application or request for a Funding received by Genesis from Participant will be subject to such amendment or revision.

ARTICLE IV - REPRESENTATIONS, WARRANTIES, AND COVENANTS OF PARTICIPANT

Section 4.1. Representations and Warranties. Participant represents and warrants to Genesis that each of the following representations and warranties contained in this Section 4.1. is true and correct upon the delivery and execution of this Agreement as follows:

A. Participant is duly organized, validly existing, and in good standing under the laws of the state of its organization and has all qualifications, registrations, licenses and permits necessary to carry on its business in each state in and from which Participant originates Purchases.

B. No approval of the transactions contemplated by this Agreement from any entity, public or private, or any regulatory authority having jurisdiction over Participant is required, or if required, such approval has been obtained. There are no actions or proceedings pending, affecting Participant or any Funding, which would adversely affect Participant's ability to perform hereunder.

C. The provision of Goods or Services and consummation of the transactions contemplated by this Agreement are in the ordinary course of business of Participant and will not result in:

- (i) a breach of any term or provision of the charter, bylaws of Participant or other document that formed or enabled Participant to do business;
- (ii) the breach of any term or provision of, or conflict with, or constitute a default under any agreement to which Participant or its property is subject; or
- (iii) the violation of any law, rule, regulation, order, judgment or decree to which Participant or its property is subject.

D. Participant shall at all times maintain a policy or policies of general liability insurance in an amount commensurate with the risk involved in the delivery of Goods or Services. Participant shall cause its carrier to notify Genesis in the event of cancellation of such insurance for any reason.

E. There is no claim, litigation, investigation or proceeding pending or threatened against or otherwise materially adversely affecting Participant's business, performance of its obligations under this Agreement or the validity or enforceability of this Agreement or any Application referred under this Agreement and Participant has no knowledge of any circumstance indicating that any such suit, investigation or proceeding is likely or imminent.

Section 4.2. Representations and Warranties Regarding Fundings. Participant further represents and warrants to Genesis that as of the date of each Funding and for each and every Funding:

A. Except for origination functions performed by Genesis on behalf of Lender, Participant is the sole entity involved in obtaining all Applications and has the authority to refer any Application on the terms herein set forth; there has been no assignment, sale or pledge thereof by Participant.

B. Participant is duly organized, validly existing, and in good standing under the laws of the state of its organization and has all qualifications, registrations, licenses and permits necessary to carry on its business in each state in and from which it conducts business activities.

C. To the best of its knowledge, Participant has conducted business in full compliance with all applicable Federal, State, and Local laws, rules ordinances, and regulations, including, but not limited to the requirements of any agency that regulates Participant.

D. All persons who sell or render the Goods or Services are qualified to do so under any applicable licensing requirements and all equipment used by such persons is approved by each and every agency that has the authority or discretion to render such approval.

E. No representation, warranty or written statement made by Participant in this Agreement, nor any documentation, schedule, exhibit, statement, or certificate furnished to Genesis by Participant contains any untrue statement of material fact or fails to state any material fact which could render such statement misleading. To the best of Participant's knowledge, all information contained in each Application accurately reflects the information provided to Participant by Borrower, and there are no facts not set forth in the Application that Genesis might reasonably consider to be adverse to the approval of the Funding.

F. Any referral of the Application by Participant to Genesis has been duly authorized, valid and sufficient, and all consents and approvals required for such referral have been obtained.

G. All documents prepared at the request of Genesis by Participant or Participant's agent are genuine, accurate, and complete and all signatures thereon are genuine or authorized to the best of Participant's knowledge.

H. Participant agrees to comply with all Genesis Operating Procedures.

Section 4.3. Covenants of Participant. Participant covenants and agrees with Genesis as follows:

A. Participant shall notify Genesis immediately of any material changes in its ownership address, financial condition or principal management.

B. To the extent permissible under applicable law, Participant shall promptly notify Genesis of any claim asserted by any Borrower or other person that arises out of the conduct of Participant or any of the Participants' employees or agents.

C. Participant shall not discourage Applications for credit or otherwise discriminate on the basis of the applicant's or prospective applicant's race, gender or other prohibited basis.

D. Upon the request of Genesis, Participant shall promptly deliver evidence, in a form satisfactory to Genesis, of compliance with the Genesis Operating Procedures.

E. Participant shall provide to each Borrower, at the Borrower's request, that receives a Genesis Credit Account, a legible and completed copy of evidence of the Borrower's purchase as specified in the Genesis Operating Procedures.

F. Participant shall maintain a complete set of records of all business activities conducted by Participant pursuant to this Agreement. Genesis, on behalf of Lender and on its own behalf, their respective duly authorized agents, representatives and employees, and federal and state regulatory agencies which supervise Genesis and/or Lender shall have a right, upon reasonable notice, to audit, inspect and copy any of the foregoing records, reports, files, and related materials of the Participant, and Participant shall cooperate and assist in any such audit or inspection.

G. Upon request of Genesis, Participant shall deliver to Genesis evidence of financial condition of Participant in a format and in a time period acceptable to Genesis, and, unless otherwise agreed by Genesis, such financial statements shall take the form of a certification by the senior officers of Participant that all such financial statements are true and correct and accurately portray Participant's financial condition. Participant shall also provide any additional information reasonably requested by Genesis from time to time, including but not limited to, proof of adequate licensing, bonding and insurance.

H. Participant shall not accept payments from Borrower that are intended to be applied to Borrower's Genesis Credit Account. If Participant receives such a payment from Borrower, Participant shall immediately forward such payment to Genesis at the address identified above.

I. Participant agrees not to offer for sale in connection with the finance program any extended warranties, service contracts, or similar arrangements without the prior written consent of Genesis. For sake of clarification, nothing in this paragraph prohibits Participant from offering any standard manufacturer's warranty that is included with the purchase price of its Goods. In the event that Genesis consents to one or more extended warranties, Participant will be responsible for ensuring that all aspects of the extended warranties comply with Applicable Law. In addition, Genesis will have the right to withdraw its approval, and prohibit the offering of any Extended Warranties if it determines that the continued financing of extended warranties creates increased loss risk, or the entity supplying the warranty is deemed unacceptable.

J. Participant hereby represents and warrants with respect to any "Nonpublic Personal Information" ("NPI") within the meaning given to that term in Title V, Section 501 of the Gramm Leach Bliley Act and the implementing regulations thereto, all as may be amended from time to time; obtained by Participant in connection with this Agreement that it shall:

- (i) Comply with the terms and provisions of the privacy regulation, including, without limitation, the provisions regarding the sharing of NPI;
- (ii) Comply with the terms and provisions of the regulation, including, without limitation, adopting, implementing and maintaining written policies and procedures to (a) ensure the security and confidentiality of NPI; (b) protect against any anticipated threats or hazards to the security or integrity of the NPI; and (c) protect against unauthorized access to or use of the NPI that could result in substantial harm or inconvenience to any Borrower;
- (iii) Not disclose or use any NPI except to perform its obligations under this Agreement, or as otherwise agreed to by Genesis if such use is permitted by the regulation, Genesis's privacy policy and other applicable laws; (e) Not make any changes to its security measures that would increase the risk of any unauthorized access; (f) Not disclose any NPI to any other entity;
- (iv) In the event Participant knows or reasonably believes that there has been any unauthorized access (or attempted unauthorized access) to NPI in the possession or control of Participant that compromises (or threatens to compromise) the security, confidentiality or integrity of such NPI: (a) promptly notify Genesis of such unauthorized access or attempted unauthorized access; (b) identify to Genesis (at no cost to Genesis) what specific NPI may have been accessed, including (if applicable) the name and account number of each affected Borrower; (c) take reasonable steps to remedy the circumstances that permitted any such unauthorized access to occur; (d) take reasonable steps to prohibit further disclosure of proprietary information; and (e) take any further action requested by Genesis, including, without limitation, notifying impacted Borrowers of the breach.
- (v) The provisions of this Section 4.3(J) shall survive any termination or expiration of this Agreement.

ARTICLE V – INDEMNIFICATION

Section 5.1. Participant Indemnification. Participant shall indemnify and hold harmless Genesis and its respective, directors, officers, employees and agents, in accordance with the procedures set forth in Section 5.3 hereof from and against any and all Third Party Claims, based on (a) Participant's breach of its obligations, covenants, representations or warranties hereunder, (b) personal injury, malpractice or other claim resulting from the Participant's performance or provision of the Goods or Services hereunder (c) personal injury or property damage caused by Participant's (or its subcontractor's) negligence or willful misconduct (including, without limitation, fraud) in the performance of its obligations hereunder. The foregoing indemnifications apply to Participant whether Participant performs or provides the Goods or Services directly or indirectly through a subcontractor. This indemnification shall survive any termination or cancellation of this Agreement.

Section 5.2. Genesis Indemnification. Genesis shall indemnify and hold harmless Participant and its respective, directors, officers, employees and agents, in accordance with the procedures set forth in Section 5.3 hereof from and against any and all Third Party Claims, based on (a) Genesis' breach of its obligations, covenants, representations or warranties hereunder, (b) personal injury or property damage caused by Genesis' (or its subcontractor's) negligence or willful misconduct (including, without limitation, fraud) in the performance of its obligations hereunder. The foregoing indemnifications apply to Genesis whether Genesis is involved in the incident giving rise to the indemnification obligations hereunder directly or indirectly through a subcontractor. This indemnification shall survive any termination or cancellation of this Agreement.

Section 5.3. Indemnification Procedures. If any party entitled to indemnification under this Agreement (an "Indemnified Party") makes an indemnification request to the other, the Indemnified Party shall permit the other party (the "Indemnifying Party") to control the defense, disposition or settlement of the matter at its own expense; provided that the Indemnifying Party shall not, without the consent of the Indemnified Party enter into any settlement or agree to any disposition that imposes an obligation on the Indemnified Party that is not wholly discharged or dischargeable by the Indemnifying Party, or imposes any conditions or obligations on the Indemnified Party other than the payment of monies that are readily measurable for purposes of determining the monetary indemnification or reimbursement obligations of Indemnifying Party. The Indemnified Party shall notify the Indemnifying Party promptly of any claim for which Indemnifying Party is responsible and shall cooperate with the Indemnifying Party in every commercially reasonable way to facilitate defense of any such claim; provided that the Indemnified Party's failure to notify Indemnifying Party shall not diminish Indemnifying Party's obligations under this Section except to the extent that Indemnifying Party is materially prejudiced as a result of such failure. An Indemnified Party shall at all times have the option to participate in any matter or litigation through counsel of its own selection and at its own expense.

Section 5.4. Limitation of Liability. Except for the indemnity obligations for third party claims above or for breach of its obligations under Section 6.11 (Confidentiality) hereof, under no circumstances shall either party be liable for any special, incidental, punitive or consequential damages arising in any way out of this Agreement or the Program, however caused, whether arising under a theory of contract, tort (including without limitation negligence) or otherwise, including without limitation damages for lost profits, loss of data or costs of procurement of a substitute for the Program.

Section 5.5 Security Standards. Participant acknowledges that any deviations from prescribed best practices as detailed in the Genesis Operating Procedures could result in a security incident that the Participant is wholly responsible for. Participant understands that compliance, financial and/or reputation risk could arise from deviation to the recommended system use. Participant is responsible for all aspects of incident response, immediate notification to Genesis of any security breach and financial liability.

ARTICLE VI - MISCELLANEOUS PROVISIONS

Section 6.1. Conditions of Termination. In the event of a breach by Participant of any provision of this Agreement hereof, Genesis may terminate this Agreement on written notice to Participant. In addition, this Agreement may be terminated immediately, as to the future submission of Application/Purchases, at any time by either party, upon the provision of written notice of termination. Notwithstanding any termination of this Agreement, the representations and warranties, covenants, agreements, and obligations of Participant, including, but not limited to, its continuing responsibility to promptly supply Genesis with outstanding documentation regarding requests for Accounts previously submitted for approval, and its obligation to indemnify Genesis as provided herein shall remain in full force and effect.

Section 6.2. Assignment. Participant may not assign, or delegate any of its rights, duties, and/or obligations hereunder without the written permission of Genesis that may be withheld in its sole discretion. A change in ownership, merger, or consolidation of Participant shall be considered an assignment for purposes of this Agreement. Genesis may assign this Agreement to any affiliate without consent and this Agreement shall be binding upon and inure to the benefit of the parties hereto and any permitted assignees.

Section 6.3. Relationship Between Parties. No exclusive relationship between Participant and Genesis shall result from this Agreement. Participant shall not hold itself out as an employee or agent of Genesis. Participant shall not make any statement that leads any third party to reasonably believe that it is an agent of Genesis. Participant shall not use or refer to Genesis' name in any form of advertising or written materials without the prior written consent of Genesis and Participant agrees not to alter marketing language or web coding that is offered for electronic download on any Genesis website.

Section 6.4. Information Sharing.

Participant agrees that logo, and the name of his/her company may be stated in third party directories and websites, along with statements indicating that Participant accepts Genesis Credit Accounts.

Section 6.5. No Third Party Benefits. This Agreement is made for the express benefit of Participant and Genesis, not for the benefit or interest of any other persons or entities, and accordingly, no third party shall obtain or acquire any rights or interest in this Agreement or by reason of the performance or failure of performance of either of the parties hereto or of their respective rights, privileges, duties or obligations arising hereunder.

Section 6.6 Credit Procedures. Participant agrees that Genesis, on its own behalf or on behalf of Lender, may pursue, in connection with Accounts, any collection procedures deemed appropriate by Genesis and/or Lender, including modifying the Borrower's credit or payment terms or charging-off Accounts which Genesis and/or Lender deems to be uncollectible, and that Participant's liability and obligations under this Agreement or any other agreement between the parties shall not be affected by any settlement, extension, forbearance or other action or inaction of Genesis in connection with any Account, or the discharge or release of the obligations of any Borrower by operation of law or otherwise.

Section 6.6. Entire Agreement. This Agreement constitutes the entire understanding of the parties regarding the subject matter hereof. Genesis may amend or modify this Agreement at any time upon thirty (30) days advance notice to Participant. In the event that amendment or modification is required by law or in response to law, no such notice period shall be required. Submission by Participant of any Purchase transactions for Funding after such thirty (30) day notice period constitutes acceptance of the modified or amended terms as if set forth herein, whether or not Participant has signed an amendment or acknowledgment of the new terms. The invalidity of any portion of this Agreement shall not affect the remaining provisions.

Section 6.7. Notice. Any notice required to be given to a party hereto under the provisions of this Agreement must be in writing and delivered either personally, or by email (with received receipt requested) to the email address designated for each party below.

Section 6.8. Non-Solicitation. Participant covenants and agrees that it will not take or cause any action to be taken by any of its agents, employees or affiliates, to solicit the prepayment of, refinance of, or any alteration in payment procedures or terms of any Purchase.

Section 6.9. Governing Law. This Agreement shall be governed by the laws of the State of Oregon. Genesis and Participant agree that all actions, proceedings or counterclaims arising out of or relating to this Agreement shall be brought in state or federal courts in the State of Oregon and that Genesis and Participant in connection with any such action, proceeding or counterclaim submit to the jurisdiction of, and agree to venue in such court. GENESIS AND PARTICIPANT ALSO IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Section 6.10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one Agreement.

Section 6.11. Confidentiality.

A. Participant shall not, at any time during or following termination of this Agreement, regardless of the manner, reason, time or cause of such termination, directly or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of Genesis (except to the extent actually required in connection with any litigation between the parties arising out of the Agreement or by applicable law), any trade secrets or confidential information including, but not limited to, the Genesis Operating Procedures, oral instructions, and information related to Genesis' business operations, credit policies, program structure, procedures, or Borrowers. Participant recognizes, having been so informed by Genesis, that as no remedy at law for damages is adequate to compensate for a breach of the covenants contained in this Section 6.11, Genesis shall be entitled to temporary and permanent injunctive relief against such breaches without the necessity of proving damages. Such permanent or temporary injunctive relief shall in no way limit any other remedies that may result from the breach of the covenants contained in this Section 6.11.

B. Participant shall not, at any time during or following termination of this Agreement, regardless of the manner, reason, time or cause of such termination, directly or indirectly disclose or furnish any personal financial information that was communicated to Participant in connection with any Application contemplated or actually made under this Agreement to any person not entitled to receive such information except (i) upon the direct instructions of Genesis and/or Lender, or (ii) to the extent actually required in connection with any litigation between the parties arising out of the Agreement or (iii) by applicable law. Furthermore, Participant shall not retain any copies of Applications, or other Genesis documentation containing NPI; provided, however, that withstanding the foregoing, Participant shall retain copies of documentation relating to the Borrower's request for an agreement to the provision of the Goods or Services related to Fundings received by Participant. Participant recognizes, having been so informed by Genesis, that as no remedy at law for damages is adequate to compensate for a breach of the covenants contained in this Section 6.11, Genesis shall be entitled to temporary and permanent injunctive relief against such breaches without the necessity of proving damages. Such permanent or temporary injunctive relief shall in no way limit any other remedies that may result from the breach of the covenants contained in this Section 6.11.

C. Genesis agrees that to the extent that it has requested and Participant has disclosed to Genesis financial or other information that Participant has designated in writing as proprietary or confidential to Participant, Genesis agrees to hold such information in confidence except as provided in Section 2.4. In the event Genesis is required by any court or legislative or administrative body (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar process) or requested by its regulator to disclose any confidential information of Participant, Genesis shall if lawfully permitted to do so give Participant prompt notice of such requirement in order to afford Participant an opportunity to seek an appropriate protective order. However, if Participant is unable to obtain or does not seek such protective order and Genesis is, in the opinion of its counsel, compelled to disclose such confidential information under pain of liability for contempt or other censure or penalty, disclosure of such information may be made without liability.

D. The provisions of this Section 6.11 shall survive any termination or expiration of this Agreement.

Section 6.12. Attorney Fees. In connection with any litigation or court proceeding arising out of the enforcement of this Agreement, the prevailing party shall be entitled to recover from the other party all cost incurred, including reasonable attorneys' fees incurred for Services rendered before suit is brought, prior to trial, at trial, or appeal, or in federal bankruptcy proceedings.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date specified below.

Effective Date:

GENESIS BANKCARD SERVICES, INC.

PARTICIPANT

Signature: _____ Name of Legal Entity: _____

Printed Name: _____

Signature: _____
(Individual or Authorized Officer)

Title: _____

Printed Name: _____

Title: _____

Email address for Notices: genesiscredit@genesis-fs.com

The Funding Percentage shall be:

Annual Percentage Rate (APR)	Minimum/Maximum Credit Line	Credit Tier	Promotional Period Deferred Interest	Discount Rate	Funding Percentage
27.9%	\$1,000/ \$6,000	TIER 1	12 months	9.9%	90.1%
		TIER 2	6 months	9.9%	90.1%

Participant Initials: _____
(Individual or Authorized Officer)

ACH Authorization Form

Please complete this form and include it with the other portions of the Participation Kit.

I _____, (officer), on behalf of _____
 (retailer), for purposes of settlement, authorize Genesis Bankcard Services to automatically deposit/debit my net settlement and payment into our account as specified below. This authority will remain in effect until Genesis Bankcard Services receives written notification detailing otherwise.

Merchant #	City, State, Zip
Bank Name	Bank Contact Name
Bank Street Address	Bank Contact #
Bank Routing #	Bank Account #

EXAMPLE:

PAY TO THE ORDER OF _____ \$ _____				
BANK NAME _____ DOLLARS ADDRESS _____ CITY, STATE ZIP _____				
FOR _____				
⑆0123456789⑆ 01234567890123⑆ 0123				
<table style="width: 100%; border: none;"> <tr> <td style="border-top: 1px solid black; width: 50%;"></td> <td style="border-top: 1px solid black; width: 50%;"></td> </tr> <tr> <td style="border: none;">Routing Number</td> <td style="border: none;">Account Number</td> </tr> </table>			Routing Number	Account Number
Routing Number	Account Number			

Officer Signature _____ **Date** _____

Please attach a blank voided check for the account to which the payment will be made. Once Genesis Bankcard Services receives the authorization form, please allow 5-7 days for set up.

Genesis Credit Acceptable Identification Document

Original identification is required to open a Genesis Credit Account. Appropriate identification must be presented at the time of application. Listed below are the accepted ID types (required on all applications). All IDs MUST BE valid and current.

U.S. Citizens or Permanent Residents Only	ID Type
Driver's License – Must contain photograph and signature – Issued by a state, district, commonwealth or territory of the U.S. Must not be expired.	X
State Issued ID Card – Must contain photograph – Issued by a state, district, commonwealth or territory of the U.S. Must not be expired.	X
U.S. Passport – Must contain photograph and signature. Must not be expired.	X
U.S. Military ID (includes Common Access Card and Uniformed Services ID Card) – Must contain photograph and DOB. Must not be expired.	X
U.S. Permanent Resident Card (Green Card) – Must contain photograph and DOB. Must not be expired.	X

Our simple and straightforward terms are easy to understand

There is no minimum or maximum loan volume required for your participation in the program.

Are there any monthly or annual fees for your service?

No. We do not charge any monthly or annual fees to our merchants.

How long does it take to get setup as a partner with Genesis Credit?

It can take as little as 3 weeks from the time that we receive your completed Participant Start-Up Kit to the time we launch your financing program.

How do my customers make their monthly loan payments?

Your customers can make loan payments online at www.mygenesiscredit.com. They can also make payments via phone by calling customer service, or by mail.

How soon can my customer use their loan?

If approved, your customer may immediately use their loan for purchases at your retail location.

How quickly will applications be processed?

After a customer's application is submitted, you will generally receive a loan decision within approximately 30 seconds.

How will I receive my login credentials once I submit my Participant Start-Up Kit?

Once you are approved for the program, you will receive an email from Genesis Credit that will include your User ID and Password for the Partner Portal. Simply go to partners.mygenesiscredit.com and enter your credentials to gain full access to the portal.

Do I need any special equipment to use the Genesis Credit platform?

You will need a computer with internet access, printer and keyboard to use the Partner Portal. Note that the Partner Portal is compatible with Internet Explorer 8 and above, Firefox Mozilla, and Google Chrome. You will also need Adobe Reader installed on your computer.

How do I reach Genesis Credit?

Partner Support: **1-800-942-4308** 5am - 10pm Monday - Saturday, 10am - 8pm Sunday
(Pacific Time)

Website: Partner Application Portal: partners.mygenesiscredit.com
Customer Account Management: www.mygenesiscredit.com

Genesis Credit Consumer Loan Profile

Loan is open-end, revolving credit account, issued by Mid America Bank & Trust Company. If approved, consumer may use account for purchase up to the assigned credit line. Subject to credit approval.



Genesis Credit Consumer Revolving Program

September 2013

ANNUAL PERCENTAGE RATE (APR)	MINIMUM/MAXIMUM CREDIT LINE	CREDIT TIER	DEFERRED INTEREST PROMOTIONAL PERIOD	DISCOUNT RATE
27.9%	\$1,000/ \$6,000	TIER 1	12 MONTHS	9.9%
		TIER 2	6 MONTHS	9.9%

Deferred Interest Promotions - All purchases are eligible for a 6 or 12 month deferred interest promotion period. Interest will not accrue on a purchase if the purchase is paid in full within the deferred interest period and the account does not become more than 180 days past due or charge off. If a purchase is not paid in full within the deferred interest period or the account becomes more than 180 days past due or is charged off, interest that would have accrued during the deferred interest promotion period will be added to the account. Monthly payments are required during a deferred interest promotion period.

Genesis Credit Representative Monthly Payments

September 2013

PURCHASE TRANSACTION AMOUNT	MONTHLY PAYMENT AMOUNT PER TRANSACTION	ESTIMATED MONTHLY PAYMENT TO PAY IN FULL WITHIN 6 MONTHS NO INTEREST	ESTIMATED MONTHLY PAYMENT TO PAY IN FULL WITHIN 12 MONTHS NO INTEREST
\$500	\$25	\$84	\$42
\$1,000	\$50	\$167	\$84
\$1,500	\$75	\$250	\$125
\$2,000	\$100	\$334	\$167
\$2,500	\$125	\$417	\$209
\$3,000	\$150	\$500	\$250
\$3,500	\$175	\$584	\$292
\$4,000	\$200	\$667	\$334
\$4,500	\$225	\$750	\$375
\$5,000	\$250	\$834	\$417
\$5,500	\$275	\$917	\$458
\$6,000	\$300	\$1,000	\$500

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