



This PARTNER SUPPLIER AGREEMENT (this "PSA") sets forth the terms and conditions applicable to Partner Supplier's participation in the trade credit Program offered by Billd Exchange to eligible construction Contractors as contemplated by the Agreement. As used herein: "Agreement" means this PSA, all exhibits, schedules and supplementary documents referenced herein and the terms of each Purchase involving Program Goods or Services sourced from Partner Supplier under this PSA, in each case, as same may be amended from time to time; "Partner Supplier" refers to the business entity identified as the "Partner Supplier" on the signature page attached hereto; and "Billd Exchange" refers to Billd Exchange, LLC, a Delaware limited liability company. Please also refer to Exhibit A attached hereto for certain other defined terms used in the Agreement (the "Program Defined Terms"), which Program Defined Terms are incorporated herein by reference and are subject to change, from time to time, by Billd Exchange in its sole discretion. Any such change(s) shall be deemed effective upon posting to the Billd website located at www.billdco.com/program-defined-terms/. In addition, the Sales Documentation applicable to a Purchase hereunder is hereby incorporated by reference, provided this PSA controls in the event of any conflict with any such Sales Documentation.

1. PURCHASES.

a) Honoring Access Devices. Partner Supplier shall accept all valid Access Devices when properly presented by a Contractor to request a Purchase under the Program with Billd Exchange, subject to all terms and conditions of the Agreement. When accepting an Access Device to initiate a Purchase, Partner Supplier will follow the terms and conditions of the Agreement and all other instructions provided by Billd Exchange for accepting Access Devices.

b) Acceptance of Purchases. Billd Exchange may accept or reject any Purchase, in its sole discretion. Upon acceptance by Billd Exchange, Billd Exchange will email the terms of each Purchase applicable to Partner Supplier to Partner Supplier. Partner Supplier shall notify Billd Exchange within twenty-four (24) hours of any such email if it has any objections or changes to such terms. If Partner Supplier timely provides any objections or changes, Billd Exchange may amend or terminate the applicable Purchase Statement with Contractor, in its sole discretion. If no objections or changes are timely made, Billd Exchange may, in its sole discretion, fund such Purchase on such terms.

c) Disputes, Returns and Adjustments; Credit Vouchers. Partner Supplier agrees to maintain and follow a commercially reasonable policy for the exchange or return of goods sold and the adjustment for services rendered in Purchases, which policy must be established and provided to Billd Exchange and all Contractors in accordance with the Agreement. Except as approved by Billd Exchange, such policy must not discriminate between Contractors and other customers of Partner Supplier. Any change in Partner Supplier's exchange or return policy must be submitted in writing to Billd Exchange not less than fourteen (14) days prior to the change. Notwithstanding any such policy, in no event will Partner Supplier grant cash refunds, store credit, discounts or other value to any Contractor for any exchange, return or adjustment, but rather, Partner Supplier shall provide to Contractors only Credit Vouchers for any exchange, return or adjustment, a copy of which shall be delivered to Billd Exchange within forty-eight (48) hours of being issued to a Contractor. A Credit Voucher for a Purchase shall not exceed the Purchase Amount without the consent of Billd Exchange. Partner Supplier agrees to promptly reimburse Billd Exchange for the full amount of each Credit Voucher upon demand by Billd Exchange. Alternatively, Billd Exchange may in its sole discretion deduct the amount of any Credit Voucher from any subsequent settlement with Partner Supplier with respect to any Purchase under the Program, regardless of the Contractor or Program Goods or Services involved. Partner Supplier represents that each Credit Voucher corresponds to a previously processed Purchase which was the subject of a good faith dispute by a Contractor. Partner Supplier agrees not to accept cash or other consideration for purposes of creating a Credit Voucher. Partner Supplier agrees to work in good faith to expeditiously resolve any dispute with a Contractor and to notify Billd Exchange promptly if any dispute cannot be adequately resolved within twenty (24) hours of such dispute arising.

d) Compliance with Agreement. Partner Supplier represents, warrants, covenants and agrees that all Purchases initiated by Partner Supplier under the Agreement shall be bona fide purchases of Program Goods or Services purchased by Contractors for incorporating into specific construction projects identified in advance to Billd Exchange. Partner Supplier shall comply with and conduct its activities in accordance with all applicable provisions of the Agreement. Failure to comply with such provisions may result in Chargebacks of the affected Purchases and/or the Agreement being terminated by Billd Exchange. Without limiting the generality of the foregoing, Partner Supplier shall not: (i) except as approved by Billd Exchange in writing, establish a minimum or

maximum Purchase Amount as a condition for honoring an Access Device; (ii) add any tax or other surcharge to a Purchase that is not expressly specified within the Purchase Amount; (iii) attempt to resubmit to Billd Exchange any Purchase that was previously rejected or charged back; (iv) capture, retain, store or otherwise record any Access Device; (v) use a Purchase to affect a cash advance to a Contractor, or otherwise disburse cash, scrip or any other payment, credit or discount or other instrument or device of value to a Contractor in connection with any Purchase; (vi) use a Purchase to collect or refinance pre-existing debt or to collect any other obligation of a Contractor due to Partner Supplier, such as but not limited to a dishonored check; (vii) submit duplicate Purchases; (viii) submit a Purchase for the sale of any goods or services (A) other than those which are eligible for supplier lien rights and/or bond claim rights in the event of nonpayment or (B) which are otherwise ineligible per the terms of the Agreement; or (ix) accept or submit any fraudulent Purchase. If Partner Supplier initiates any prohibited Purchase or any Purchase for ineligible goods or services, Billd Exchange may charge such Purchases back to Partner Supplier and initiate an ACH debit transaction against the Partner Supplier Bank Account, as well as immediately terminate the Agreement.

e) Monitoring. Billd Exchange may but is not obligated to monitor Partner Supplier's daily Purchase activity. Billd Exchange may suspend further Purchases and further settlements for any period of time reasonably required to investigate any suspicious or unusual activity. Billd Exchange will make good faith efforts to notify Partner Supplier promptly following such suspension. Billd Exchange is not liable to Partner Supplier for any loss, either direct or indirect, which Partner Supplier may attribute to any suspension of activities hereunder.

2. PRESENTMENT; SETTLEMENT; CHARGEBACK; SUPPLIER HOLDBACK.

a) Presentment. Either a Contractor or Partner Supplier may present a Purchase to Billd Exchange for review and consideration by initiating a Purchase Request in the Billd Portal using the applicable Contractor's Access Device and by providing all information required for the Contractor's Purchase Statement, together with copies of all Sales Documentation for such Purchase duly executed by Contractor and Partner Supplier. By delivering such executed Sales Documentation to Billd Exchange, Partner Supplier agrees to sell all specified Program Goods or Services to Billd Exchange for final purchase by the applicable Contractor on trade credit offered by Billd Exchange. In addition, by delivering such executed Sales Documentation, Partner Supplier agrees that, in connection with such sale of Program Goods or Services, Partner Supplier agrees to sell, transfer and assign all of its rights, title and interest in each Purchase to Billd Exchange, including but not limited to its lien rights, bond claim rights and/or its rights to receive payment from the Contractor. Partner Supplier shall not collect or attempt to collect any cash or other payment or consideration for any Purchase from any person other than Billd Exchange pursuant to the terms of the Agreement and will hold in trust for Billd Exchange, and then promptly deliver in kind to Billd Exchange, any cash or other payments or consideration that Partner Supplier receives, in whole or in part, for the amount of any Purchase, together with the payor's identifying information and any correspondence accompanying payment.

b) Settlement. Subject to Partner Supplier's continued compliance with the Agreement, Billd Exchange will settle all Purchases that are (i) properly presented to Billd Exchange pursuant to the Agreement, (ii) accepted by Billd Exchange pursuant to the Agreement, as evidenced by Billd Exchange's execution of the applicable Purchase Statement with the Contractor, and (iii) not charged back by Billd Exchange. All settlements will be net of Credit Vouchers, Chargebacks (actual and anticipated), Supplier Discounts, Supplier Holdbacks (if applicable), Pass-Through Costs and any other amounts then due from Partner Supplier to Billd Exchange. Settlement for each Purchase will normally occur via ACH credit initiated by Billd Exchange on the applicable Purchase Date. In addition to any other remedies available to Billd Exchange under the Agreement, Billd Exchange may, without prior notice, suspend any settlement of a Purchase in the event that (x) any default or breach by Partner Supplier has occurred under the Agreement with respect to a Purchase or any default or breach by the applicable Contractor has occurred under such Contractor's MCA, (y) if Billd Exchange has any reason to believe there is any fraudulent activity related to the applicable Purchase or Partner Supplier's business or (z) if Billd Exchange has reason to believe that a material adverse change has occurred in Partner Supplier's financial condition or business. Billd Exchange may recoup and set off against any amount due to Partner Supplier hereunder any amounts that Partner Supplier owes to Billd Exchange.

c) Proof of Delivery; Chargebacks. Partner Supplier must provide proof of delivery and acceptance of Program Goods or Services within ten (10) days of the applicable Purchase Date. If satisfactory proof of delivery and acceptance is not received by Billd Exchange within such period, Billd Exchange may cancel the applicable Purchase and initiate an ACH debit transaction against the Partner Supplier Bank Account to refund to Billd Exchange the full Purchase Amount. For any rejected Program Goods or Services, Partner Supplier agrees to accept all Chargebacks contemplated by the Agreement. Chargebacks excuse Billd Exchange from settling with Partner Supplier for the Purchase, or, if Billd Exchange has already settled with Partner Supplier for the Purchase, permit Billd Exchange to either (i) deduct the Chargeback from a future settlement of the same or any other Purchase with Partner Supplier or (ii) initiate an ACH debit against the Partner Supplier Bank Account for the amount of the Chargeback.

d) Purchase Cancellation Before Shipment. Notwithstanding anything herein to the contrary, in the event any Program Goods or Services subject to a Purchase Statement have not been shipped, Billd Exchange may cancel any such Purchase with two (2) days' prior notice to Contractor and Partner Supplier, and Billd Exchange may process a refund by initiating an ACH debit transaction against the Partner Supplier Bank Account after such two (2) day period of all amounts paid to Partner Supplier relating to such Purchase.

e) Supplier Holdback.

i) Notwithstanding anything to the contrary in the Agreement, in connection with its acceptance and funding of any Purchase, Billd Exchange may hold back the Supplier Holdback (as defined below) from the Purchase Amount paid to Partner Supplier at settlement of a Purchase. Partner Supplier agrees that any such Supplier Holdback will be held by Billd Exchange as security for the prompt payment and performance of the applicable Contractor's obligations with respect to the applicable Purchase. Upon payment and satisfaction in full of all such obligations, Billd Exchange will pay the Supplier Holdback to Partner Supplier or otherwise credit such amount to the Partner Supplier. In the event of any failure by such Contractor to pay or perform any of its obligations with respect to the applicable Purchase when due, Partner Supplier agrees that Billd Exchange may retain, and Partner Supplier will surrender its rights to, some or all of the Supplier Holdback as may be reasonably necessary or appropriate to satisfy such failure of a Contractor to pay or perform its obligations. For the avoidance of doubt, Partner Supplier is not entitled to any payments in respect of the applicable Supplier Holdback until after Contractor has paid or performed all of its obligations with respect to the applicable Purchase owed to Billd Exchange. Partner Supplier further agrees that Billd Exchange shall be entitled to exercise and enforce, and Partner Supplier assigns all of its rights to, any rights or remedies in respect of the amount of Supplier Holdback; provided that, in the event Billd Exchange has not determined to exercise or enforce such rights or remedies, Partner Supplier may reasonably request that Billd Exchange consent to Partner Supplier exercising and enforcing, at Partner Supplier's sole cost and expense, such available rights and remedies against such Contractor to the extent of the Supplier Holdback, such consent of Billd Exchange not to be unreasonably withheld. For the avoidance of doubt, in the event Billd Exchange provides such consent to Partner Supplier, the proceeds of any such exercise or enforcement must first be paid to Billd Exchange to the extent to all amounts owed to Billd Exchange prior to Partner Supplier retaining any portion of such proceeds.

ii) For the purposes hereof, "Supplier Holdback" means a specified percent of each Purchase Amount.

3. ACH AUTHORIZATION.

a) Partner Supplier Bank Account; ACH Authorization. Partner Supplier will at all times maintain the Partner Supplier Bank Account to which Billd Exchange is authorized to initiate credit and debit entries via ACH for the purposes of the Agreement. Partner Supplier hereby authorizes Billd Exchange to initiate such credit and debit entries to its Partner Supplier Bank Account in compliance with applicable U.S. law for all amounts due to or from Partner Supplier under the Agreement, and Partner Supplier agrees to supply such additional written documentation of such authorization as Billd Exchange may request from time to time. Partner Supplier shall not revoke such authorization during the Term. Billd Exchange may terminate the Agreement in the event of any such revocation. Partner Supplier shall maintain a positive balance in the Partner Supplier Bank Account and shall not close or change the Partner Supplier Bank Account without advance written notice to Billd Exchange. Partner Supplier will be solely liable for all fees and costs associated with the Partner Supplier Bank Account and for all overdrafts thereon, regardless of whether such overdrafts result directly or indirectly from the ACH entries initiated by Billd Exchange. Billd Exchange will not be liable for any delays, errors or misrouted settlements due to inaccurate Partner Supplier Bank Account information or other information provided by third parties.

b) ACH Credit Entries. With respect to any payment to Partner Supplier of a Purchase Amount (less the Supplier Discount, the Supplier Holdback (if applicable) and other applicable deductions hereunder) by ACH credit, the amount of such payment by ACH credit shall be deemed full and final payment for the applicable Program Goods or Services purchased, unless Partner Supplier notifies Billd Exchange in writing of any discrepancies within two (2) days of the date such payment is posted in the Partner Supplier Bank Account.

4. FEES AND COSTS; LIEN RIGHTS.

a) Supplier Discount; Pass-Through Costs and Other Amounts. Partner Supplier agrees that, for each Purchase sourced from Partner Supplier, Billd Exchange shall be entitled to deduct and retain a percentage, Supplier Discount, of the Purchase Amount of such Purchase prior to settlement with Partner Supplier, which percentage amount shall constitute the Supplier Discount that is deemed paid by Partner Supplier to Billd Exchange for the privilege of participating in the Program for such Purchase. Such

percentage may be updated from time to time by Billd Exchange upon delivery of notice to Partner Supplier of the new Supplier Discount applicable to Purchases sourced from Partner Supplier and shall be deemed effective with respect to any Purchase accepted and executed by Billd Exchange following the date of such delivery of notice. In addition, Partner Supplier shall pay to Billd Exchange all Pass-Through Costs and other amounts incurred as provided in the Agreement. At the election of Billd Exchange, such amounts may be (i) debited from the Partner Supplier Bank Account through ACH debit or (ii) deducted and withheld from settlements. Any and all sums due from Partner Supplier hereunder shall be due upon invoicing, if not otherwise deducted and withheld from settlements or paid by ACH debit. If Billd Exchange is not able to deduct such sums or successfully process an ACH debit within thirty (30) days of invoicing, any and all unpaid sums shall bear interest at the rate of 16% per annum or the highest rate allowed by law, whichever is less. Partner Supplier agrees to pay all Billd Exchange collection costs and expenses, including reasonable attorneys' fees, in enforcing the Agreement. The Supplier Discount and other amounts due hereunder do not include applicable taxes, if any, which are Partner Supplier's sole responsibility.

b) Lien and Other Rights.

i) Partner Supplier agrees that only Billd Exchange shall have the right to file any liens, bond claims or other security interests as the supplier of the Program Goods or Services. In exchange for payment of the applicable Purchase Amount proceeds from Billd Exchange at settlement, Partner Supplier shall be deemed to have assigned all of its rights, title and interest in and to each Purchase to Billd Exchange (including its lien rights, bond claim rights, other security interest rights and/or its rights to receive payment from the Contractor). In the event that any such lien rights, bond claim rights and/or other security interest rights shall be determined to be unenforceable for the benefit of Billd Exchange or its third party beneficiaries (e.g., its secured lenders) as a result of any breach or inaccuracy of Partner Supplier of any representation, warranty or covenant of Partner Supplier made in the Agreement, then Partner Supplier agrees to be responsible for and pay to Billd Exchange (or such third party beneficiary, as the case may be) the amount of any loss, expense or other liability incurred by Billd Exchange relating to the applicable Purchase for which such lien rights, bond claim rights and/or other security interest rights were determined to be unenforceable (including costs of collection and reasonably attorneys' fees).

ii) Partner Supplier acknowledges and agrees that: (A) Partner Supplier has, and shall at all times have, all necessary rights, power and authority to assign such rights to Billd Exchange and has not, and shall at all times have not, previously transferred, waived or exercised such rights; (B) such assignment of rights is, and at all times shall be, the legal, valid and binding obligation of Partner Supplier; (C) to the extent that such rights are not assignable (whether under applicable law or otherwise), Billd Exchange is hereby irrevocably authorized to enforce those rights as the agent, proxy and power of attorney of the Partner Supplier but, in all cases, for the benefit of Billd Exchange or its third party beneficiaries (e.g., its secured lenders); and (D) such rights shall not be considered discharged by Billd Exchange's payment to Partner Supplier for the relevant Program Goods or Services purchased. All rights, including lien, bond claim and other security interest rights assigned to Billd Exchange, shall survive the termination of the Agreement and the closure of any Contractor's account with Billd Exchange and, in respect of each Purchase, shall continue in full force and effect until all amounts due Billd Exchange relating to such Purchase are paid in full.

5. TERM; TERMINATION; EFFECT OF TERMINATION.

a) Term. This PSA will be effective when accepted by Billd Exchange as of the Effective Date set forth on the signature page attached hereto and shall continue in effect for two (2) years thereafter (the "Initial Term"), unless otherwise earlier terminated pursuant to the provisions of this Section 5. On expiration of the Initial Term, this PSA shall automatically renew for additional successive one (1) year terms unless and until either party provides notice of nonrenewal at least thirty (30) days before the end of the then-current term, or unless and until earlier terminated pursuant to the provisions of this Section 5 (each a "Renewal Term" and together with the Initial Term, the "Term"). If the Term is renewed for any Renewal Term(s) pursuant to this Section 5, the terms and conditions of the Agreement during each such Renewal Term are the same as the terms in effect immediately prior to such renewal, except as otherwise agreed by the parties in a written amendment to this PSA. If either party provides timely notice of its intent not to renew this PSA, then, subject to this Section 5, unless earlier terminated in accordance with its terms, this PSA terminates on the expiration of the then-current Term.

b) Termination.

i) Without Cause. Either party may terminate this PSA, without cause, upon thirty (30) days advance written notice to the other party.

ii) For Cause. Either party may terminate this PSA, effective immediately upon written notice to the other party (following the below cure period, if applicable), if the other party is in material breach of, or threatens to materially breach, any representation, warranty, or

covenant of such party under the Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by such party within a commercially reasonable period of time under the circumstances, in no case exceeding fifteen (15) days following notice of such breach. Notwithstanding the foregoing, either party may terminate this PSA effective immediately upon written notice to the other party if any case or proceeding is commenced by or against such other party under any federal or state law dealing with insolvency, bankruptcy, receivership or other debt relief. In addition, notwithstanding the foregoing or anything to the contrary herein, Billd Exchange may terminate this PSA effective immediately upon written notice to Partner Supplier if: (A) Partner Supplier or any Partner Supplier Personnel have been involved in processing Purchases or other payments arising from fraudulent or otherwise unauthorized transactions; (B) Billd Exchange is served with legal process seeking to attach or garnish any of Partner Supplier's funds or property in Billd Exchange's possession and Partner Supplier does not satisfy or appeal the legal process within fifteen (15) days of such service; or (C) termination is necessary to prevent any material loss or damage to Billd Exchange or any Contractor, in Billd Exchange's sole discretion.

c) Effect of Termination. When termination of this PSA becomes effective, Partner Supplier may no longer accept Access Devices or submit Purchases hereunder, but the parties' other rights and obligations existing under the Agreement with respect to outstanding Purchases survive. In addition, the provisions of Sections 6(a), 6(e), 6(f), 7 and 8 hereof will survive termination. Upon the effectiveness of termination of this PSA, regardless of cause, Billd Exchange may suspend settlement for all Purchases in process. Partner Supplier will also immediately cease using the Billd Systems and promptly return all Billd Exchange property, forms or equipment. All of Partner Supplier's obligations for Purchases prior to termination (including all obligations to pay for Chargebacks) shall survive termination. Billd Exchange is not liable to Partner Supplier for damages (including prospective sales or profits) due to termination. Upon termination, any amounts due to Billd Exchange will accelerate and be immediately due and payable, without any notice, declaration or other act whatsoever by Billd Exchange. Billd Exchange's rights hereunder are in addition to and not in lieu of Billd Exchange's other rights and remedies at law and in equity.

6. ADDITIONAL COVENANTS AND WARRANTIES.

a) Taxes. Partner Supplier agrees to be responsible for all taxes (including sales and use taxes, gross receipts taxes or similar taxes) and/or all tax withholding, collection or remittance activities in connection with each Purchase (provided that such taxes may be passed onto a Contractor if specified in a Purchase Statement). Partner Supplier agrees to indemnify, defend and hold harmless Billd Exchange from any and all liability, interest, fines, penalties, fees and costs (including reasonable attorneys' fees) relating to such taxes and such withholding, collection or remittance activities.

b) Promotion; Advertising; Use of Marks. Partner Supplier shall promote the Program to potential eligible Contractors and inform them of the current payment terms being offered by Billd Exchange. Partner Supplier will display promotional materials provided by Billd Exchange at Partner Supplier's locations or on Partner Supplier's website(s), in each case, as approved by Billd Exchange. Billd Exchange is authorized to use the trademarks, service marks, trade dress, trade names, brand names, logos, trade dress, corporate names, domain names, and other similar designations ("Marks") of Partner Supplier and any third party licensing same to Partner Supplier in connection with operating the Program and, with Partner Supplier's approval, any generally-circulated, public advertising and promoting of the Program. With Billd Exchange's approval, Partner Supplier is authorized to use the Marks of Billd Exchange in connection with its participation in the Program and any generally-circulated, public advertising and promoting of the Program. The rights to use Marks as provided above shall terminate immediately upon termination of this PSA and each party will cease to use and return to the other party all materials incorporating Marks of such other party.

c) Partner Supplier's Business. Partner Supplier will notify Billd Exchange promptly if it intends to (i) transfer or sell any substantial part of its total assets, or liquidate; (ii) change ownership or transfer control of its business; or (iii) enter into any joint venture, partnership or similar business arrangement whereby any person or entity not a party to this PSA assumes any interest in Partner Supplier's business. Partner Supplier will notify Billd Exchange promptly in writing if it becomes subject to any voluntary or involuntary bankruptcy or insolvency petition or proceeding. Partner Supplier's failure to provide notice as required above may be deemed a material breach and will be sufficient grounds for termination of this PSA. If any change listed above occurs, Billd Exchange may immediately terminate this PSA.

d) Partner Supplier's Representations and Warranties. As of the Effective Date of this PSA and as of each Purchase Date, Partner Supplier represents, warrants and covenants that: (i) it has the power to execute, deliver and perform the Agreement (including the terms of each Purchase and the applicable Sales Documentation), and the same is and shall be duly authorized; (ii) Partner Supplier has complied and will comply in all respects with the terms of the Agreement and in all material respects with all laws, statutes, rules, regulations and court orders applicable to it, including as applicable to its business and each Purchase (including, without

limitation, all state, local and federal credit and commercial protection statutes and regulations); and (iii) Partner Supplier does not have an affiliation with or other ownership or financial interest in any Contractor purchasing Program Goods or Services sourced from Partner Supplier under the Program

e) Product Warranties. With respect to the purchase and sale of any Program Good or Services, Partner Supplier agrees that Billd Exchange may pass through to Contractors, as appropriate, all warranties granted by Partner Supplier relating to any Program Good or Services and Contractors shall have the right to enforce same against Partner Supplier as the purchaser of such Program Goods or Services.

f) Requests for Copies. Promptly following request by Billd Exchange, Partner Supplier will provide to Billd Exchange either the original or a legible copy of any paper Sales Documentation for a Purchase that has not been provided to Billd Exchange and any other documentary evidence available to Partner Supplier that Billd Exchange reasonably requests to enforce its rights or to meet Billd Exchange's obligations under law or otherwise to respond to questions concerning Contractor accounts.

g) Contractor, General Contractor and Subcontractor Financial Condition. Partner Supplier shall promptly inform Billd Exchange if Partner Supplier or any of its Partner Supplier Personnel have reason to believe that any fraud, willful misconduct or material adverse change has occurred with respect to (i) any Contractor or such Contractor's financial condition or business or (ii) any general contractor, subcontractor or other party involved in a project subject to a Purchase or the financial condition or business of such general contractor, subcontractor or other party. In addition, Partner Supplier agrees to promptly provide any information it may have with respect to Contractors and/or any Purchase as requested by Billd Exchange from time to time, including without limitation relating to payment or credit history of a Contractor.

h) Contractor Payment Default. Upon receipt of notice from Billd Exchange that a Contractor is in default under its MCA as a result of a failure to timely make a payment due to Billd Exchange thereunder, Partner Supplier agrees to cease doing business with such Contractor until such default is cured by Contractor or waived by Billd Exchange, as evidenced by a written notice to Partner Supplier from Billd Exchange.

7. INFORMATION SECURITY; PARTNER SUPPLIER PERSONNEL.

a) Confidentiality; Intellectual Property. Partner Supplier will keep confidential, and not use for any purpose other than Purchases, any information about the Program, Contractors and Billd's business affairs, intellectual property, trade secrets and other sensitive or confidential information ("Confidential Information"), except to the extent such information (i) is or becomes generally known by the public other than as a result of a confidentiality breach or (ii) was known by Partner Supplier before being disclosed by Billd. Partner Supplier may disclose Confidential Information to Partner Supplier Personnel for purposes of the Agreement or as required by applicable law or court order. Partner Supplier will maintain commercially reasonable administrative, technical and physical safeguards for all Confidential Information. Partner Supplier agrees that Billd Exchange (or its licensors/suppliers, as the case may be) retain all intellectual property rights in the Marks of Billd Exchange and in the Billd Systems and that any right to use such Marks or the Billd Systems is solely for purposes of Purchases.

b) Terms of Use; Privacy Policy. Use of the Billd Portal, Billd Systems and/or Billd's website is subject to the additional Terms of Use and Privacy Policy posted on such website from time to time. Partner Supplier agrees to such Terms of Use and Privacy Policy, as updated from time to time, and agrees such Terms of Use and Privacy Policy are hereby incorporated by reference into the Agreement, provided that to the extent of any conflicts between the terms of the Agreement and such Terms of Use and Privacy Policy, the terms of the Agreement shall control.

c) Billd Systems. Partner Supplier agrees: (i) not to copy, transfer or disclose any aspect of the Billd Systems or the documentation therefor; (ii) not to attempt to circumvent any use or access limitations contained in the Billd Systems, not to access any system, file, software or service other than those specifically made available by Billd Exchange and not to translate, reverse engineer, disassemble or decompile any of the Billd Systems; (iii) to limit the Billd Systems access to those of Partner Supplier Personnel who have a need to have such access in connection with Partner Supplier processing of Purchases; (iv) to use Billd Systems in full compliance with all documentation and all relevant security policies and procedures that Billd Exchange makes available; and (v) to return any and all copies of the Billd Systems and the documentation therefor to Billd Exchange on request. Partner Supplier agrees to keep and to require its Partner Supplier Personnel to keep all its User IDs or passwords of Partner Supplier secret and to prevent unauthorized use thereof, whether through unauthorized access to Partner Supplier's systems or otherwise. Partner Supplier agrees to notify Billd immediately if its User IDs or passwords are lost or stolen or it is believed someone else has discovered such User IDs or

passwords or if Partner Supplier has any reason to suspect there has been a breach of any Partner Supplier systems or Billd Systems. Billd Exchange is authorized to provide information to, and to accept as authentic any instructions given by any person who has entered a User ID and password assigned to Partner Supplier. Partner Supplier is responsible for misuse of Billd Systems by Partner Supplier Personnel or by third parties that Partner Supplier Personnel knowingly or unknowingly allow to access their User IDs and/or passwords. Partner Supplier agrees to cooperate with Billd Exchange in the investigation of any apparent unauthorized use of or access to Billd Systems by any person using a User ID or password assigned to Partner Supplier or who otherwise appears to have accessed the Billd Systems through the Partner Supplier's systems. The records of Billd Exchange will be final and conclusive in all questions concerning the Billd Systems, including whether or not Access Device(s) were used in connection with a particular Purchase.

d) Equipment and Systems. Partner Supplier is solely responsible for obtaining and maintaining at its own expense all equipment, systems, communications services, internet access and other services needed to participate in the Program. Partner Supplier is responsible for protecting its systems against unauthorized access and intrusions and against viruses and other unwanted functionalities and agrees to take reasonable efforts not to introduce the same to Billd Systems.

e) Partner Supplier Personnel. Partner Supplier shall be solely responsible for all acts and omissions of Partner Supplier Personnel. Billd Exchange is entitled, without further inquiry or investigation, to assume that the actions or omissions of Partner Supplier Personnel are appropriate and authorized by Partner Supplier. Partner Supplier is strongly advised to establish and maintain policies and procedures and accounting and auditing controls that will prevent (or at least allow the early detection of) fraud or other unauthorized activity.

8. OTHER PROVISIONS.

a) Modifications to Agreement. The Agreement is subject to amendment at any time, in Billd Exchange's reasonable discretion, to conform to laws and regulations, as amended from time to time. From time to time, Billd Exchange may also amend: (i) the Supplier Discount, in its sole discretion, which amendment shall be deemed effective upon delivery of notice thereof to Partner Supplier; and (ii) the Program Defined Terms, in its sole discretion, which amendment shall be deemed effective upon the posting thereof to the Billd website. Any other term or provision of the Agreement may be amended by Billd Exchange, in its reasonable discretion, upon delivery of notice of such amendment to Partner Supplier, which amendment shall be deemed effective on the thirtieth (30th) day following the date of such notice unless Billd Exchange receives Partner Supplier's notice of termination of this PSA before such effective date.

b) Indemnification.

i) To the fullest extent permitted by law, Partner Supplier shall indemnify, defend and hold Billd and its respective officers, directors, members, managers, employees, agents, consultants, affiliates, successors and assigns harmless for, from and against any and all claims, losses, liabilities, damages, fees, expenses, penalties, fines, causes of action and costs whatsoever (including reasonable attorneys' fees, arbitrators' fees and court and/or arbitration costs) (collectively, "Indemnifiable Claims") arising from or in any way relating to: (A) Partner Supplier's material breach or non-fulfillment, or the material breach or non-fulfillment of any Partner Supplier Personnel, of any of Partner Supplier's obligations, representations, warranties, covenants or agreements in the Agreement; (B) Partner Supplier's grossly negligent or more culpable acts or omissions (including any recklessness or willful misconduct), or the grossly negligent or more culpable acts or omissions of Partner Supplier Personnel (including any recklessness or willful misconduct); (C) any bodily injury, death of any person or damage to real or tangible personal property caused by the acts or omissions of Partner Supplier or any Partner Supplier Personnel or by the Program Goods or Services purchased from Partner Supplier; (D) any defects in, or failures of, the Program Goods or Services purchased, whether such claims are brought by Partner Supplier, any Partner Supplier Personnel, the original manufacturer, original service provider, any Contractor, any subsequent purchaser, any user of Program Goods or Services or any other person; (E) any material violation of applicable federal and state laws, rules, regulations and guidance by Partner Supplier or any Partner Supplier Personnel; (F) a breach of the security of the system safeguarding Confidential Information resulting in unauthorized access to Confidential Information; (G) all claims made by Contractor, whether by way of defense, dispute, offset, counterclaim or affirmative action, arising out of or related to disputes with Partner Supplier with respect to any Purchase (whether in respect of price, quality or otherwise); and (H) any third party claim relating to any of the foregoing. Notwithstanding the foregoing, Partner Supplier shall not be liable to Billd Exchange to the extent such Indemnifiable Claims are caused by Billd Exchange's gross negligence or more culpable acts or omissions (including recklessness or willful misconduct).

ii) To the fullest extent permitted by law, Billd Exchange shall indemnify, defend and hold Partner Supplier and its respective officers, directors, members, managers, employees, agents, consultants, affiliates, successors and assigns harmless for, from and against any

and all Indemnifiable Claims arising from or in any way relating to: (A) Billd Exchange's material breach or non-fulfillment of any of its obligations, representations, warranties, covenants or agreements in the Agreement; (B) Billd Exchange's grossly negligent or more culpable acts or omissions (including any recklessness or willful misconduct); and (C) any material violation of applicable federal and state laws, rules, regulations and guidance by Billd Exchange. Notwithstanding the foregoing, Billd Exchange shall not be liable to Partner Supplier to the extent such Indemnifiable Claims are caused by the gross negligence or more culpable acts or omissions (including recklessness or willful misconduct) of Partner Supplier or any Partner Supplier Personnel.

c) Limitation of Liability.

i) Billd Exchange's liability with respect to any Purchase shall not exceed, and shall be limited solely and exclusively to the payment of, the Purchase Amount applicable to such Purchase (less any applicable Supplier Discount, Supplier Holdback (if applicable), Pass-Through Costs and other amounts owed to Billd Exchange under the Agreement). Partner Supplier waives all claims against Billd Exchange for any loss, claim, demand, penalty, action, delay, cost or expense (including reasonable attorneys' fees) of any kind unless Partner Supplier provides written notice to Billd Exchange of the occurrence that gave rise to the alleged liability within thirty (30) days after Partner Supplier actually knew of the occurrence. Billd Exchange's cumulative aggregate liability to Partner Supplier arising out of or related to the Agreement shall not exceed the aggregate amount of all Purchase Amounts (less any applicable Supplier Discounts, Supplier Holdbacks (if applicable), Pass-Through Costs and other amounts owed to Billd Exchange under the Agreement) in respect of Purchases with Partner Supplier processed within the thirty (30) day period preceding the date of any claim related to such liability. IN NO EVENT WILL BILLD EXCHANGE BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER INFORMED OF THEIR POSSIBILITY. Any legal action or demand that Partner Supplier wishes to assert against Billd Exchange arising out of or related to the Program or the Agreement shall be brought within one (1) year of the occurrence giving rise to liability. The preceding limitations of liability apply regardless of whether any limited remedy herein fails of its essential purpose.

ii) Access to the Program and Billd Systems is not guaranteed to be free from error or interruption. Partner Supplier's remedies herein are exclusive and in lieu of all other remedies in law or equity. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THE PROGRAM AND BILLD SYSTEMS ARE PROVIDED TO PARTNER SUPPLIER AS-IS AND BILLD EXCHANGE DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL IN RESPECT OF THE PROGRAM OR BILLD SYSTEMS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

d) Waiver. Failure by Billd Exchange to enforce one or more of the provisions of the Agreement will not constitute a waiver of the right to enforce the same or other provision in the future.

e) Choice of Law; Jurisdiction. The interpretation and enforcement of the Agreement shall be governed by the laws of the State of Arizona, regardless of conflict of law principles. Subject to the arbitration provisions below, any action against Billd Exchange arising out of the Agreement shall be commenced and maintained exclusively in the state or federal courts located in the State of Arizona or the State of Texas.

f) Arbitration. Each party hereby agrees that any dispute, controversy or claim between them (including as may involve their affiliates and/or their respective directors, officers, members, managers, employees or agents, or any of their successors or permitted assigns) arising out of or in any way related to the Agreement (including, but not limited to, the performance of any party pursuant to the Agreement or the breach, termination or invalidity of the Agreement) shall be fully and finally determined pursuant to the dictates, rules and procedures of the Commercial Rules of the American Arbitration Association. Each party further agrees with respect to any proceeding initiated pursuant to this provision: (i) any claim or claims a party may bring pursuant to this provision may not be consolidated with the claim(s) of any other person or entity not identified herein, and each party waives any right to the consolidation of claims; (ii) no Party may initiate a proceeding in a representative capacity or as a putative class action; (iii) any hearing conducted shall be held in a city where a principal office of Billd Exchange is located or in such other place as each party may otherwise agree in writing; (iv) the arbitrator(s) shall have no authority to award attorneys' fees or punitive or exemplary damages as part of any award; and (v) each party will be responsible for one half the costs of any such proceeding, including forum and arbitrator fees, with each party to bear its own attorneys' fees.

g) Entire Agreement; Assignability. The Agreement expresses the entire understanding of the parties with respect to the subject matter hereof. The Agreement may not be assigned, directly or indirectly, by operation of law or otherwise, by Partner Supplier without Billd Exchange's prior written consent. Billd Exchange may transfer or assign any or all of its rights and obligations under the Agreement. The Agreement will be binding upon and inure to the benefit of the parties' respective heirs, personal representatives, successors and permitted assigns.

h) Third Party Beneficiaries. Except as expressly contemplated in this PSA and except for Billd Exchange's affiliates and any Billd Third Party Beneficiary (as defined below), no person or entity may be deemed to be a third party beneficiary of any party to the Agreement. Partner Supplier acknowledges and agrees that Billd Exchange has entered into and will enter into certain financing arrangements for the funds required to be advanced in connection with each Purchase from certain third party lenders and investors (collectively, "Billd Third Party Beneficiaries"). Partner Supplier agrees that all affiliates of Billd Exchange and all Billd Third Party Beneficiaries shall be deemed third party beneficiaries under all applicable laws and shall have the right to enforce the terms of the Agreement against Partner Supplier and collect all sums due and owing to Billd Exchange pursuant to the Agreement.

i) Written Notices. All written notices and other written communications required or permitted under the Agreement will be deemed delivered immediately when hand-delivered or sent via email, so long as the sender obtains a delivery receipt, and upon mailing when sent first class mail, postage prepaid, addressed as follows: (i) if to Billd Exchange, 2700 W. Anderson Lane, Suite 205-40, Austin, TX 78757 and email to jesse@billdco.com, or such other mailing address or email address as communicated by Billd Exchange in writing pursuant to this Section 8(i); or (ii) if to Partner Supplier, at the mailing address and email address set forth on the signature page attached hereto, or such other mailing address or email address as communicated by Partner Supplier to Billd Exchange in writing pursuant to this Section 8(i).

j) Electronic Copy and Signatures. The version of the Agreement retained electronically by Billd Exchange (which may be executed in counterpart) will constitute the original. Each party agrees that the Electronic Signatures, whether digital or encrypted, of the parties included in the Agreement are intended to authenticate such writing(s) and to have the same force and effect as manual signatures.

k) Partner Supplier Binding Authority. The individual signing below on behalf of Partner Supplier is: (i) certifying that the Agreement has been authorized by all necessary corporate or similar actions on behalf of Partner Supplier and that the Agreement is not in conflict with the articles, bylaws, operating or partnership or similar governing documents of Partner Supplier; (ii) certifying that he or she is authorized to sign on behalf of and to contractually obligate Partner Supplier; and (iii) certifying that Partner Supplier's legal name is as set forth below and that Partner Supplier is a validly existing business entity that is in good standing.

Exhibit A

<https://billdco.com/program-defined-terms/>