

CUSTOMER CREDIT AGREEMENT DISCLOSURE

Slope Tech, Inc.

5-7 Freelon Street

San Francisco, CA 94107

<p>ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.</p>	<p>FINANCE CHARGE The dollar amount the credit will cost you.</p>	<p>Amount Financed The amount of credit provided to you or on your behalf.</p>	<p>Total of Payments The amount you will have paid after you have made all payments as scheduled.</p>
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Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due

Fees:

Origination Fee		
Penalty Fees	Late Payment	\$35 or 5% of the amount due, whichever is less
	Returned Item Fees	Up to \$25

See the provisions below for additional information about nonpayment, default, or any required repayment in full before the scheduled date.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM CAREFULLY.

This credit agreement is made by and between Slope Tech (“Slope”) and you, the Borrower.

1. Credit agreement. You agree to borrow, and we agree to lend to you, the amount set forth on the Customer Credit Agreement Disclosure. You promise to repay all amounts provided to you, plus all other amounts that may become due to us under this Agreement, including finance charges, accrued interest and late fees, as applicable, according to the payment schedule also described on the Customer Credit Agreement Disclosure.
2. Commercial use only. You agree not to use any portion of the amount provided hereunder for personal, family or household purposes and not to repay us from a consumer account.
3. Borrower’s Covenants and Representations. You represent that as of the date of this Agreement (i) you have no present intention to close or cease operating your business, in whole or in part, temporarily or permanently, (ii) you are solvent and not contemplating any insolvency or bankruptcy proceeding, (iii) during the four (4) months preceding the date hereof, you have not discussed with your management, counsel, or any other advisor or creditor, any potential insolvency, bankruptcy, receivership, or assignment for the benefit of creditors with respect to your business and no such action or proceeding has been filed or is pending, and (iv) no eviction or foreclosure is pending or threatened against you.

You also covenant and agree:

- a. Not to use any of the funds provided to you hereunder for personal, family or household purposes and not to repay us from any consumer account;
- b. That the nature of the business that you conduct is the same type of business you described on your application, unless you have notified us in advance of a change and then agreed to conduct your business substantially in accordance with past practices;
- c. To collect on your sales promptly, in compliance with all applicable federal, state and local laws, rules and regulations, including with respect to all applicable taxes;
- d. To make payments to us (in U.S. dollars only) in accordance with the payment schedule described on the Customer Credit Agreement Disclosure;

- e. Not to sell, convey, dispose or otherwise receive payment for your business or assets without our prior written consent and full payment of all of your outstanding obligations to us; and
- f. Not to take any intentional action that would substantially impair or reduce your generation or collection of accounts receivable adequate to satisfy your obligations under this Agreement, without our prior written permission;

Items (a) through (f) are your "Borrower Covenants".

4. Owner's Personal Guarantee of Borrower's Performance of Borrower Covenants. The owner(s) of the Borrower legal entity personally guarantee the performance of all of the Borrower Covenants, except that owner(s) do not guarantee that sufficient future receivables will be generated or sales collected to satisfy all repayments hereunder. If there is more than one owner, then each person is fully and personally obligated to guarantee Borrower's performance of Borrower Covenants. The liability of any owner is joint and severable and is co-existent with that of any other owner. We will have the sole and absolute discretion to proceed against all or any of them to recover the amounts owed.

5. When Payments Are Due. You must pay at least the amount indicated on the Customer Credit Agreement Disclosure, according to the payment schedule. Payments received after the due date will be credited as of the next day. You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. If you have a balance subject to interest, earlier payment may reduce the amount of interest you will pay.

6. Late Fees and Returned Item Fees: If you do not make a required payment by the date it is due, then you agree that we may charge you a late fee of 5% of the late amount up to \$35 (whichever is less). You agree to pay any late fee promptly, but shall only incur a late fee once on each late payment. If any check or other payment instrument you send to us is not paid or is dishonored, you will pay us a charge of \$25, provided such a charge is not prohibited by law. We may add those returned item fees to the unpaid principal Borrower owes or we may choose to collect them separately.

7. Payment Allocation: We will apply the required total minimum payment first to the payment of all fees, expenses and other amounts due (excluding principal and interest), then to accrued interest, and then to the balance on the account of outstanding principal. Applicable law may require or permit us to apply excess payments in a different manner in certain situations, and if you have an Event of Default (see Section 10, below), then any payments will be applied to your account in any method determined in our sole discretion.

8. How to Make a Payment. You shall make all monthly payments in U.S. dollars in the form of a check, money order or a similar instrument from a bank located in the United States and sent by mail to Slope's address set forth on the Customer Credit Agreement Disclosure, or at a different place if required by us at a later time. We may accept late payments, partial payments or items marked "paid in full" or the like without losing any of our rights to enforce amounts due hereunder.

9. Loan Charges, Generally. If any law that applies to this agreement is finally interpreted so that the interest or other fees collected or to be collected exceed the permitted limits, then: (a) any such interest or other fees will be reduced to the permitted limit; and (b) any sums already collected from

Borrower that exceeded permitted limits shall be refunded to Borrower. We may choose to make this refund by reducing the principal Borrower owes hereunder or by making a direct payment to Borrower.

10. Events of Default. Borrower shall be determined to be in default under this Agreement if (each, an “Event of Default”) Borrower does any of the following:

- a. Does not pay the full amount of any required payment by the date indicated on the payment schedule;
- b. Violates any of the Borrower Covenants;
- c. Has otherwise failed to be truthful or to provide material information to us, whether on the application or thereafter; or
- d. Has the last remaining owner of the Borrower die.

When an Event of Default occurs, we may (a) request payment of the full amount due right away, (b) take legal action to collect the amounts owed, and/or (c) take any other action allowed.

11. Collection Costs. If we ask an attorney who is not our salaried employee to collect your account, we may charge you our collection costs. These include court costs and reasonable attorneys’ fees.

12. No Waiver By Slope. Even if, at a time when an Event of Default has occurred, we do not exercise our default remedies as described above, we will still have the right to exercise those default remedies at a later time. Our failure to exercise any of our rights under this Agreement, or to delay in exercising any of our rights, will not act as a waiver of those rights or prevent us from strictly enforcing those rights in the future.

13. Assignment. We may sell, assign or transfer any or all of our rights or duties under this Agreement, including our rights to payments. We do not have to give you prior notice of such action. Any person, company, or bank to whom we assign this Agreement shall be entitled to all of our rights under this Agreement. None of your rights or obligations shall be affected by such assignment. You may not sell, assign or transfer any of your rights or duties under this Agreement.

14. Governing Law and Enforceability. If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply. Except as provided in the Arbitration Agreement, below, this Agreement is governed by federal law and, to the extent state law applies, the laws of California, without regard to its conflicts of law principles. This Agreement has been accepted by us in California.

15. Communicating with You and Owner; Consent to Contact by Electronic or Other Means. Borrower agrees that we may contact Borrower (as well as any owner of Borrower) as provided in this Section 15. We may contact you for any lawful reason, including for the collection of amounts owed to us and for the offering of products or services to Borrower in compliance with our Privacy Policy in effect from time to time. You specifically agree that we may (i) contact you at any address (including email) or telephone number (including wireless cellular telephone or ported landline telephone number) as you may provide to us from time to time, even if you asked to have your number added to any state or federal do-not-call registry; (ii) use any means of communication, including, but not limited to, postal mail, electronic mail, telephone or other technology, to reach you; (iii) use automatic dialing and announcing devices which may play recorded messages; and (iv) send text messages to your telephone.

You may withdraw this express written consent at any time by contacting us at our address on the Customer Credit Agreement and Disclosure, and telling us specifically what address or telephone number not to use.

16. Term and Survival. This Agreement shall continue in full force and effect until all obligations hereunder have been satisfied in full; provided, however, that any Section that, by its terms suggests survival beyond termination hereof, shall so survive until the natural expiration thereof.

Do not sign this Agreement before reading it, as well as the Arbitration Agreement.

By signing below, Borrower agrees to the terms of this Agreement, including the Arbitration Agreement, and acknowledges receipt of a completed copy of this Agreement.

Borrower:

Name:

Date:

By signing below, all owners of Borrower agree to personally guarantee repayment of amounts due, consistent with the terms herein.

Owner #1:

Name:

Date:

BINDING ARBITRATION AGREEMENT

The following **Sections A** through **D** constitute the "Arbitration Agreement."

A. Subject to sub-section B below, in the event of a dispute arising under or relating to these Terms ("Dispute"), either party may elect to finally and exclusively resolve the dispute by binding arbitration governed by the Federal Arbitration Act ("FAA"). Any election to arbitrate, at any time, shall be final and binding on the other party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All Disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined

Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS website www.jamsadr.com.

Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. Nothing in these Terms will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

B. CLASS ACTION WAIVER

You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

C. SEVERABILITY OF ARBITRATION AGREEMENT.

Except as provided herein, if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect

D. SURVIVAL OF ARBITRATION AGREEMENT.

This Arbitration Agreement will survive the termination of your relationship with us.

Recurring Transfers Authorization

By signing below and providing information regarding your checking or credit card account, below, **you authorize us, Slope Tech, Inc.**, to withdraw the amount due for your loan payment automatically either monthly or bi-weekly, according to your selection on this form. You may access your monthly or bi-weekly payment amounts [\[here\]](#).

We will continue to make these automatic deductions until you provide us with notice in writing of your intent to cancel this authorization or until your loan is paid in full, whichever occurs first. Any request to cancel this authorization or to prevent a pre-authorized transfer from occurring must be received in writing at least three (3) business days prior to the next automatic transfer date. Any notice being sent pursuant to this paragraph should be directed to the following address, or by email to founders@slope.so:

Slope Tech, Inc.

5-7 Freelon Street

San Francisco, CA [94107](#)

Your provision of account information for these pre-authorized transfers confirms that you are legally authorized to execute transactions through the identified account:

Credit Card #: _____ Exp. /

CVV2: _____ Zip Code: _____

Name on Card: _____

Account Number: _____

Bank Routing Number: _____

Bank Name: _____ Name on Account: _____

We reserve the right to cancel this service at any time, and you are responsible for making payments timely until you receive confirmation from us that these recurring pre-authorized transactions have been established.

I sign and agree on this, ____ Day of the Month of _____, 202__.

Signature

Print your name here: _____