

## Customer Agreement for Cat® Commercial Account and Enrollment in Cat® Rewards Program

**Parties to Agreement.** “CFCAC” refers to Caterpillar Financial Commercial Account Corporation, a Nevada corporation. “**Accountholder**” means the legal entity, partnership, or individual who applies for and is granted an Account. The words “you”, “your”, and “yours” refers to the Accountholder and any Authorized Users (defined below). The words “we”, “us”, and “our” mean CFCAC or any subsequent holder of the Account or any balances arising under the Account.

**Contents and Acceptance of Agreement.** This Customer Agreement (the “**Agreement**”) governs your Cat Commercial Account, and any sub-accounts thereunder, (the “**Account**”) with us and your enrollment and participation in the Cat Rewards program. This Agreement consists of this document, the application for an Account (if any), and other documents that this document may refer to as part of this Agreement. You agree to the terms herein by (i) applying for the Account and submitting the application, if applying online, (ii) confirming your agreement electronically or in writing, or (iii) using your Account. Our obligations shall not be effective until we approve you for an Account. Your Account may operate on a Statement Billing or Invoice Billing method. Your Account will be subject to the Statement Billing method at Account opening unless you direct us otherwise.

### ACCOUNTHOLDER AND AUTHORIZED USERS.

**Accountholder Liability.** Accountholder is liable on the Account. By using your Account or making a payment on the Account, you agree that our records are accurate with regard to the information provided in any Statement or correspondence from us to you. Accountholders with affiliated or subsidiary entities are liable for all Transactions conducted by those entities using the Account as Authorized Users. If you do not wish to be liable for these Transactions, then an Account must be established for the subsidiary or affiliated entity.

**Authorized Users.** “**Authorized Users**” are any persons other than Accountholder who have been authorized to access and use the Account. You are liable for any use of your account by an Authorized User, even if you did not approve or give authorization for a specific use. It is your responsibility to ensure all Authorized Users are up-to-date and accurate. You must contact us directly to add, change or remove an Authorized User.

### TYPES OF TRANSACTIONS.

You may use your Account for the following types of commercial transactions (“**Transaction(s)**”):

**Purchases.** Purchases of qualifying goods and services from any merchant authorized by CFCAC (“**Vendor**”), including authorized dealers of Caterpillar equipment who have agreed to accept Accounts as a method of payment (each, a “**Caterpillar Dealer**”), may be charged to your Account.

**Balance Transfers.** Balance Transfers are the transfer of any balance on an existing open account with a Caterpillar Dealer to your Account. Balance Transfers shall be subject to the finance charges, payment terms, and other terms and conditions of this Agreement in the same manner as Purchases, except where indicated otherwise.

**Rental Transactions.** Rentals of equipment from Vendors, as well as related rental charges, such as damages or transportation, may be charged to your Account. Subject to any applicable Promotional Offer (defined below), Rental Transactions are required to be paid in full each month and cannot be deferred or “revolved” to a future payment date. Rental Transactions are different from Purchases and Balance Transfers in this respect.

**Promotional Offers.** From time to time, special financing terms (such as extended interest-free periods or incentive interest rates for certain purchases) may be available for the purchase or rental of certain items from Vendors (“**Promotional Offers**”). These special terms will be disclosed prior to the time of purchase. Promotional Offers are only available under Statement Billing. Purchases subject to Promotional Offers are Promotional Installment Purchases (each, an “**Installment**”), and are separately identified on the billing statement you will receive monthly (“**Statement**”). Purchases not subject to a Promotional Offer will be separately identified in your Statement and will become part of the amount on which your Finance Charge (as defined below) is calculated. After the end of any promotional rate period or in the event you fail to pay an Installment in accordance with the terms of a Promotional Offer, the unpaid balance of a Promotional Offer will be combined with standard purchase balance shown on your Statement and be subject to applicable Annual Interest Rates and Finance Charges detailed below.

### PERMISSIBLE USE.

**General; Commercial Account.** Each time you use the Account, you agree that the Transaction is for business purposes only and not for personal, family, or household purposes. You may not use this Account to make a payment on any credit account or open account with any Vendor.

**Credit Limit.** Your Account has a Credit Limit which we will initially provide to you upon approval of the Account. Your Credit limit is shown on your Statement (defined below) under Statement Billing, or your Account Summary (defined below) if your Account is subject to the Invoice Billing method. You may also contact us at any time to confirm your Credit Limit and available credit. You will not allow the total amount of Transactions on your Account (“**Account Balance**”) at any point in time to exceed the amount of the Credit Limit. We may change your Credit Limit at any time. We may, but are not required to, approve transactions that exceed your available Credit Limit. In the event we authorize a Transaction that causes you to exceed your Credit Limit, you remain liable for all charges, including charges in excess of the Credit Limit.

**Authorizations.** All Transactions are subject to our prior authorization. We may deny authorization if you are in default, if we suspect fraudulent activity, or for other reasons. We are not liable for any failure to authorize a Transaction.

### STATEMENT BILLING.

**Monthly Statement.** Under Statement Billing, we will send you a monthly Statement whenever there is activity on your Account. The Statement will detail the Minimum Payment Due (defined below) and corresponding Statement Due Date (defined below), your Credit Limit(s), your Account Balance and any past due amounts. Your Statement will also provide you an Account summary, an itemized list of current Purchases, Installments, Rentals, Finance Charges and Other Fees and Charges for the specified Billing Cycle. Statements, and all Transactions detailed therein, shall be deemed correct and accepted by you unless disputed in accordance with the Dispute Procedure below.

**Billing Cycle.** A Billing Cycle means the days covered by a Statement. Your Statement will provide the number of days and date range of the Billing Cycle.

**Finance Charge.** If your Account is subject to Statement Billing, Purchases will be assessed a **Finance Charge** if the Account Balance is not paid in full on or before the due date indicated on your Statement (the “**Statement Due Date**”). You must pay your Account Balance in full by the Statement Due Date to avoid Finance Charges. The method used to calculate the Finance Charge is the following:

Finance Charge = Average Daily Balance x Daily Periodic Rate

If this calculation results in a figure less than \$1.00, a minimum Finance Charge of \$1.00 will be assessed. Finance Charges begin to accrue from the Statement Due Date of the Statement on which the Transaction appears.

**Average Daily Balance Calculation.** For Purchases subject to Statement Billing, for each day in the Billing Cycle, we take your previous Account Balance, add any Purchases and Balance Transfers, and subtract any Installments, payments received, disputed amounts, or other credits. This gives us that day’s **Daily Balance**. We then total the Daily Balances for that Billing Cycle and divide that amount by the actual number of days in the Billing Cycle to arrive at the **Average Daily Balance**.

**Daily Periodic Rate Calculation.** The “**Daily Periodic Rate**” is calculated by dividing the Annual Interest Rate by the number of days in a year, rounded to the next highest hundred thousandth of a percentage point. The Annual Interest Rate for your Account is shown on your Statement. The **Annual Interest Rate** is a variable rate determined by using an Index Rate and adding that rate to a Margin. The Index Rate is the prime rate published in the Money Rates section of The Wall Street Journal in effect on the last day of each calendar month (the “**Index Date(s)**”). This rate does not necessarily represent the lowest prime rate. Changes to the Index Rate will become effective on the first day of your Billing Cycle that begins in the calendar month following the Index Date. The **Margin** that will be added to your Index Rate to create the Annual Interest Rate that will apply to the Finance Charges on your account will be 8.55%. CFCAC reserves the right to increase the Margin added to your Index Rate to 12.00% if you have not made the Minimum Payment Due on any Statement within 60 days from the Due Date of that Statement.

**An increase to your Annual Interest Rate will increase the amount of Finance Charges on your Account and may increase your Minimum Payment Due (as defined below). Any changes in your Daily Periodic Rate will apply both to current and future balances on your Account and the Daily Periodic Rate will continue to vary even if the Account is closed or suspended.**

Both you and we intend to conform strictly to applicable usury laws as presently in effect. Accordingly, both parties agree that, notwithstanding anything to the contrary herein, the sum of all consideration that constitutes interest under applicable law which is contracted for, charged, or received under this Agreement shall, under no circumstance, exceed the maximum lawful rate of interest permitted by applicable law. Any excess interest shall be credited to you or, if your Account shall have been paid in full, refunded to you by us.

### INVOICE BILLING.

By electing the Invoice Billing option, you agree that each Purchase shall be paid in full on the due date (“**Invoice Due Date**”) set forth in the payment invoice for such Purchase (such invoice, the “**Invoice Bill**”) and that such Purchases are not deferred or “revolved”. There is no Finance Charge applied to Purchases subject to Invoice Billing. Accounts subject to Invoice Billing will also receive a monthly Account Summary that will list all Purchases made during the prior month, the date of each Purchase, current balance and available credit. So long as no default has occurred hereunder, payments received from you with respect to Purchases subject to Invoice Billing shall be (unless prohibited by applicable law) applied in the following order: First, to Invoice Bills owing in reverse sequential order, starting with the oldest outstanding Invoice Bill then due, then to any late payment fees owing on account of such Invoice Bills, then to any other amounts then owing. Notwithstanding, but subject to applicable law, you agree that we may apply payments in any order, at our discretion without notice of any change in the order of application.

### PAYMENT

**Promise to Pay.** You promise to pay us for all amounts and Transactions on your Account when due. If payment is invalid or misapplied, we will reverse any credit previously provided for such payment.

**Minimum Payment Due.** You agree to pay at least the Minimum Payment on your Statement or Invoice Bill by the stated due date. For Accounts subject to Statement Billing, the “**Minimum Payment**” is: (1) any past due amount(s); (2) *plus* the full amount of all Rental Transactions; (3) *plus* 10.00% of the new Purchase amount; (4) *plus* the sum of all Installments due; (5) *plus* the sum of all Finance Charges and Other Fees and Charges (defined below). If your Account Balance is less than \$100, then the Minimum Payment Due is the Account Balance. For Accounts subject to Invoice Billing, “**Minimum Payment**” means the amount due by the Invoice Due Date set forth in each Invoice Bill.

**Form of Payment.** All payments are due and payable in U.S. Dollars and must be drawn from funds on deposit in a U.S. depository financial institution. Cash payments will not be accepted. We are not required to accept any payment that we deem to require special handling.

**How to Make Payment.** We provide several ways for you to make a payment:

**Online.** Register online at MyCatFinancial.com to view and pay your bill by ACH. Payments are generally processed within 1-2 business days.

**Mail.** Payment can be made by mail by sending a check payable to Caterpillar Financial Commercial Account Corporation to the address on your Statement or Account Summary.

**Phone.** You can make your payment by telephone by calling 1-877-373-9510.

You may not combine any payment on your Account with any other payment due any other Caterpillar entity. You may not send payments to a Vendor. Should you combine a payment on your Account with any payment to another Caterpillar entity or Vendor, you authorize such Caterpillar entity or Vendor to forward such payment to us. For purposes of this Agreement, “**Caterpillar**” means Caterpillar Inc. and its affiliates and subsidiaries.

**Allocation of Payments.** Except with respect to Purchases subject to Invoice Billing as described above, and unless prohibited by applicable law, we apply payments in the following order: past due Installments, current Installments, past due Finance Charges other than Installments (Rental Transactions and other), past due Rental Transactions, past due balance, current Finance Charges other than Installments, current Rental Transactions, current Purchases, other fees and charges and any other amounts then due, unposted charges, and Installments not yet due. Notwithstanding the foregoing, but subject to applicable law, you agree that we may apply payments in any order, at our discretion, and that we may change the order in which we apply payments on your Account without notice to you. You cannot require an alternative allocation of payments.

**Payments Marked “Paid In Full”.** We may accept letters, checks, or other types of payment showing “payment in full” or using other language to indicate satisfaction of your debt, without waiving any of our rights to receive full payment under this Agreement. Satisfaction of your debt for less than the full amount due requires a written agreement signed by one of our authorized representatives.

**Guaranty of Payment.** You hereby guaranty payment for your Account and any sub-Account created as an administrative accommodation to you. A default under any sub-Account will constitute a default under the Account entitling us to any and all actions listed in the Default section below.

### OTHER FEES AND CHARGES

**Types of Other Fees and Charges.** We will charge the following fees and other charges:

**Late Payment Fee on Unpaid Account Balance.** If the Minimum Payment on a Statement or Invoice Bill is not paid by the designated due date, you shall pay a late payment fee equal to 1.50% of the Minimum Payment due.

**Returned Payment Fee.** A Returned Payment Fee in the amount of \$25.00 will be charged to your Account for any payment on your Account, either by check or other means, that is returned to us unpaid and/or dishonored.

**Report and Service Charges.** From time to time you may request photocopies, transaction documents and/or optional reports relating to your Account. The types of reports and applicable charges are available upon request. We may also assess a charge not to exceed \$25 per hour for research performed on your Account per your request, whether performed by us or our service provider.

**Transaction Modification Fee.** A Transaction Modification Fee will be charged to your account in the event you request, and we agree to modify any Transaction (e.g., converting a Promotional Offer to a standard Purchase). Modification of any Transaction is subject to our sole discretion.

### DEFAULT AND ACCOUNT CLOSURE

**Default.** Your Account is in default: (1) if you fail to pay a Minimum Payment by the required due date; (2) if you exceed your Credit Limit; (3) if you fail to comply with any of the terms of this Agreement or any other loan agreement, lease agreement, or any other agreement evidencing obligations or indebtedness with us or any other Caterpillar entity; (4) in the event of your bankruptcy, insolvency, fraud, or misrepresentation; or, (5) if we reasonably believe that you will be unwilling or unable to pay debts you owe on time.

If you are in default, we may take any or all the following actions: (A) we may close or suspend your Account; (B) increase your Minimum Payment Due; (C) demand immediate payment of the entire balance owing on your Account; and (D) pursue any other action against you as permitted by law. To the extent not prohibited by applicable law, if you are in default, you agree to pay our collection costs, attorneys’ fees (including allocated costs for attorneys who are employed by us), court costs, and all other expenses of enforcing our rights under this Agreement.

**Closing Your Account.** You may close your Account to further charges by notifying us. We may close your Account or suspend your credit privileges at any time without prior notice, subject to applicable law. If your Account is closed by you or us, you continue to remain liable for all Transactions, Finance Charges and Other Fees and Charges then owing or any made in the future.

## OTHER IMPORTANT INFORMATION

**Sanctioned Persons.** By using your Account, you agree and affirm that (a) neither you, your Authorized Users, your respective directors, officers or employees, subsidiaries, nor any guarantor of your Account, or any beneficial owner of Accountholder or any guarantor, or any person holding a controlling interest in Accountholder or a guarantor (each, a “**Relevant Person**”), or (b) to your knowledge, having made reasonable enquiries, any agent of yours that will act in any capacity in connection with or benefit from the Account, is currently or at any time a Sanctioned Person. “**Sanctioned Person**” means, at any time, (i) a person listed in any sanctions-related list of designated persons maintained by the U.S. Department of the Treasury, the U.S. Department of Commerce, the U.S. Department of State, or by the United Nations Security Council, the European Union, or any EU member state, the U.K. government, including HM Treasury of the United Kingdom; or any other government, intergovernmental or internal organization or (ii) any person owned or controlled by any such person or persons in aggregate. By using your Account you further agree and affirm that no merchandise or proceeds received under the terms of the Account will be used by any Relevant Person, or to your knowledge, having made reasonable enquiries, by any of your agents, sublessees, or other users of the merchandise, in violation of, or which shall cause CFCAC or its affiliates to be in violation of any applicable laws, rules, or regulations relating to (a) bribery or corruption, (b) anti-money laundering, (c) terrorism, (d) economic or financial sanctions, or (e) trade embargoes.

**Change of Information; Electronic Disclosure.** You agree that any notices and disclosures related to your Account can be delivered to you in printed form, by email or through notices provided through your MyCatFinancial.com account. You must notify us in writing immediately if you change your name, address, telephone number or email. Until we receive notice of a new email or mailing address, we may continue to send notices and disclosures to the address you most recently provided to us. If we do not have accurate address or contact information because you failed to update your information, then you are responsible for obtaining any Account materials we would normally have delivered to the email or mailing address on record.

**Credit Information.** We may periodically review your credit standing by obtaining information from credit reporting agencies and others concerning your accounts. You will provide updated financial information upon our request. In addition, we may report information about you to credit reporting agencies.

**Transactions with Vendors.** If a Vendor discloses a policy such as “no returns”, “no refund”, “no return or credit without receipt”, “as is”, “store credit only”, or “all sales final”, you

will be bound by that policy when you use your Account for Transactions from that Vendor. If you authorize a Vendor to charge your Account for repeat Transactions, you must notify the Vendor when you want to discontinue the repeat Transactions.

**Transaction Dispute Procedure.** If you disagree with a Transaction on your Statement or Invoice Bill, you have the right to dispute that Transaction. If you elect to dispute a Transaction, within 30 days from the Due Date of the first Statement or Invoice Bill on which the Transaction appears, you must (i) give us written notice of your intention to dispute such Transaction, which notice describes the basis for your dispute in reasonable detail and (ii) supply all documents and other materials and information supporting the basis for your dispute. Once you have notified us of the disputed Transaction and complied with both clauses (i) and (ii) of the prior sentence, we will contact the Vendor identified with such Transaction, and that Vendor will, within a reasonable time, either correct the Transaction to your satisfaction or supply us with information validating the Transaction. You agree that we may share with the Vendor all the documents and other materials and information you provided to us. You must provide any information reasonably requested by the Vendor or us and must cooperate and respond to the Vendor or us in an effort to resolve the dispute. We have the right, but not the obligation, to investigate and discuss the matter with both parties without the presence of the other party and, after such investigation, to make a determination as to whether the Transaction and related charges are valid. In the event we determine that the Transaction and related charges are valid, you agree that you will pay the amount of the Transaction and any associated Finance Charges. You agree that you shall pay, as required by the terms hereof, any undisputed portion of a charge related to a Transaction that is subject to a dispute.

**Change in Terms of this Agreement.** We may unilaterally amend this Agreement by changing, adding, or deleting any term, condition, service, or feature (“New Term”) of your Account or of this Agreement at any time. We will provide you with notice of any change to the extent required by law. Unless we state otherwise, any New Term will apply to your Account’s unpaid Account Balance and to new activity on your Account. If the amendment includes any change to the rates of periodic interest that applies to your existing Account Balance, we will obtain your consent (or your consent will be deemed to have been given) before that New Term becomes effective in any one or more of the following ways: (a) by your usage of the Account after we give you notice of the amendment; or (b) by your affirmative agreement which may be obtained verbally, in writing, or electronically; or (c) if you do not close your Account prior to the effective date of the amendment. Any other term in the amendment will become effective without your consent, although you may be able to avoid a fee or charge by closing the Account or by not making the type of Transaction to which it applies after the effective date of the amendment.

**Telephone Monitoring.** We may listen to and record telephone calls between you, your Authorized Users and any of your employees/representatives, and us or our agents for the purpose of monitoring and improving the quality of service you receive and for any other reasons for which we provide you notice at the time of the event and receive your consent.

**Transaction Messaging and Messaging for Collections.** You agree that messages regarding active transactions you have with CFCAC may be delivered by telephone call (whether prerecorded voice or autodialed or not) or sent via text message or SMS (whether autodialed/texted or not), or message sent through social media or similar platform, to any landline or mobile phone number submitted in connection with the credit application process or subsequently as a business contact number for you. You agree to update your business contact information (including any mobile number submitted as a contact) with CFCAC, if it changes during the duration of this transaction. You understand and agree that collections messaging may occur, even if you have registered certain preferences regarding a mobile number that is also a business contact number.

**Enforceability and Severability.** Our failure to exercise any of our rights under this Agreement will not waive any of our rights in the future. If any terms of this Agreement are found to be unenforceable, all other provisions will remain in full force. If any terms of this Agreement are found to be unenforceable, all other provisions will remain in full force.

**Data and Privacy.** Caterpillar’s Global Data Privacy Statement (“**Privacy Statement**”) describes how Caterpillar collects, processes, and shares information that relates to an identified or identifiable individual (“**Personal Information**”) and rights that individuals might have under applicable data privacy laws. Caterpillar also publishes its Data Governance Statement covering other matters relating to equipment or data collected by Caterpillar, including geolocation and operational data relating to equipment or owners or operators of the equipment from which telematic data is received. By entering into this Agreement, you agree: (1) that you have received and reviewed the Privacy Statement online at <https://www.caterpillar.com/dataprivacy> and the Data Governance Statement online at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>; (2) to the collection, use, disclosure, and sharing of Personal Information as set forth in the Privacy Statement; and (3) that you will provide any individuals’ access to or a copy of the Data Governance Statement and the Privacy Statement before providing such individuals’ information to CFCAC or its affiliates.

**Governing Law.** This Agreement shall be deemed performed in Tennessee and governed by and construed in accordance with the substantive laws of the State of Tennessee without regard to the conflicts of laws principles thereof.

## CAT REWARDS PROGRAM

By entering into this Agreement, you also agree to be enrolled as a member (“**Member**”) in the trade rewards program of Cat Rewards if eligible. Cat Rewards offers the chance to earn rewards in a variety of ways. One such way allows eligible Accountholders the ability to earn 1% rewards on all qualifying purchases made with their Account. You agree that we can enroll you automatically in the Cat Rewards program, using the details supplied in connection with your Account. Specifically, your primary email address and contact details will be used to establish the Member’s record in Cat Rewards. Members will use MyCatFinancial.com, or another designated system, to access their rewards balance and to take action. The first designated Authorized User for your Account shall be the Member Representative for the Accountholder under Cat Rewards. The full terms and conditions of the Cat Rewards program are maintained on the Program Website, <https://www.cat.com/rewards>. We reserve the right in our sole discretion to modify, cancel or amend the Cat Rewards program at any time without notice by posting revised terms to the Program Website. Your continued participation in Cat Rewards is deemed to be your express consent to be bound by any terms contained on the Program Website.

## ARBITRATION.

**THE FOLLOWING PROVISIONS SHALL APPLY TO ALL CLAIMS (AS DEFINED BELOW) OF THE PARTIES. PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE OR CLAIM MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING.**

For the purposes of this Arbitration provision, “we”, “us”, and “our” also includes our parent, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your Account, and all their officers, directors, employees, agents, and assigns or any and all of them. Either you or we may, without the other’s consent, elect mandatory, binding arbitration (“**Arbitration**”) of any claim, dispute, or controversy by either you or us against the other, or against the employees, parents, subsidiaries, affiliates, beneficiaries, agents, or assigns of the other, arising from or relating in any way to the Agreement, your Account, or the advertising, application, or approval of your Account (“**Claim**”). This Arbitration provision governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any legal theory of law such as respondent superior, or any other legal or equitable ground and whether such Claims seek as remedies money damages, penalties, injunctions, or declaratory or equitable relief. Claims subject to Arbitration include Claims that are made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise, and a party who initiates a proceeding in court may elect Arbitration with respect to any of such Claims advanced in the lawsuit by any party or parties. The parties expressly waive judicial determination of issues of substantive and procedural arbitrability. This Arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

**Waiver of Class Action.** If a party elects to arbitrate a Claim, the Arbitration will be conducted as an individual action. Neither you nor we agree to any Arbitration on a class or representative basis or as a private attorney general, and the arbitrator shall have no authority to proceed on such basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. The only Claims that may be joined in an individual action under this Arbitration provision are (1) those brought by us against you or any Authorized User of your Account, your heirs or your trustee in bankruptcy or (2) those brought by you or Authorized User of your Account, or your heirs or your trustee in bankruptcy against us.

**Procedure and Awards.** The American Arbitration Association (“AAA”) shall be the Arbitration administrator. Any Arbitration hearing you attend shall be located in the State of Tennessee in the United States of America. A single, neutral arbitrator appointed by AAA will resolve Claims. The Arbitration will be conducted under the Commercial Arbitration Rules and Procedures in effect at the time the Claim is filed, unless those procedures and rules are inconsistent with this Arbitration provision, in which case this Agreement will prevail. You may choose to have a hearing and be represented by counsel. The arbitrator shall have no power to award damages (such as punitive, exemplary, statutory, or consequential damages) in addition to compensatory damages, and each party hereby irrevocably waives any right to recover such damages. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. The arbitrator shall have the power to award costs, fees and expenses (including attorneys’ fees, expert fees, witness fees, arbitrator fees, and expenses, etc.) to the prevailing party in accordance with the provisions of this Agreement. The arbitrator shall not have the power to order specific performance of any obligation or duty of any party to this Agreement or to issue injunctions. In the event of the failure of a party to appear at a hearing, the arbitrator shall render a decision based upon the facts presented at the hearing; provided, however that if the arbitrator finds that the party failing to appear has good reason for such failure, such hearing shall be re-scheduled by the arbitrator so that both parties can attend.

Any decision rendered in such Arbitration proceeding will be final and binding on the parties, and judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction thereof, including any court having jurisdiction over any of the parties or their assets. Each party waives to the fullest extent permitted by law any right it may otherwise have under the laws of any jurisdiction to any form of appeal of, or collateral attack against, such award. Nothing in these Arbitration provisions nor the exercise of any right to Arbitration nor the commencement or pendency of any proceeding shall limit the right of any party to this Agreement to exercise any self-help rights or any other rights or remedies available to it by contract or applicable statutory or case law (including, but not limited to, the filing of an involuntary petition in bankruptcy, the right of setoff, attachment, recoupment, foreclosure, or repossession) with respect to its extension of credit, the protection and preservation of collateral, the liquidation and realization of collateral, the protection, continuation and preservation of lien rights and priorities, the collection of indebtedness, and the processing and payment or return of checks, whether such occurs before, during, or after the pendency of any negotiation or Arbitration proceeding.

**Application of Law.** The parties agree that the arbitrator shall give effect to the substantive law of the State of Tennessee, including, but not limited to, conflicts of law provisions, statutes of limitation, and matters pertaining to the validity of this Arbitration provision in determining matters submitted to Arbitration hereunder; provided, however, that the Federal Arbitration Act, to the extent inconsistent, will supersede the laws of such State and will govern.

**Survival.** This Arbitration provision shall survive: (i) termination or changes in the Agreement, the Account, and the relationship between you and us concerning the Account, such as the issuing of a new account number or the transferring of the Account Balance to another account; (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf; and (iii) payment of the debt in full by you or by a third party. If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Primary Email: \_\_\_\_\_

The above email address will be the initial, primary contact email for the Account and Cat Rewards. Communication preferences can be managed at MyCatFinancial.com or by contacting us directly.