



Maritime Merchant Agreement

This Merchant Agreement, made and entered into as of the ____ day of _____ 20____ (“AGREEMENT”) by and between, _____ (“MERCHANT”) located in _____, and Kropp Holdings Inc., a Maryland corporation with an office at 6450 Sprint Pkwy, Overland Park, KS 66211 (“KHI” or “PROCESSOR”).

A. MERCHANT AGREES TO:

1. Honor its contractual commitments made with the Government under the SEA Card® Online Program.
2. Follow all procedures and policies applicable to the purchase of Marine Fuel and Services under the SEA Card® Online Program, including but not limited to invoicing and transaction authorization.
3. Transmit all Invoice information to the PROCESSOR representing all purchases made via the SEA Card® Online system.
4. Pay PROCESSOR the Service Fee in accordance with the Payment Option as selected in writing by MERCHANT. MERCHANT authorizes PROCESSOR to deduct and retain for its own account from each payment due to MERCHANT under the acceptable Payment Option the Service Fee arrived at by multiplying the percentage amounts corresponding to the Payment Option selected by MERCHANT times the total amount of each Invoice included in the PROCESSOR payment to MERCHANT.
5. Acknowledge that MERCHANT is not entitled to payment until all aspects of a transaction have been fulfilled as required in the Operating Procedures. A valid SEA Card® transaction is considered fulfilled and authorized for payment only after approval by an authorized Government Official.
6. Amounts representing Merchandise purchases not made in accordance with the Operating Procedures will be rejected by PROCESSOR. If a transaction is paid and billed



to a DLA Energy Customer, who subsequently rejects the transaction, this amount will be deducted from the next regular payment due to the MERCHANT.

7. PROCESSOR grants MERCHANT the license to use the mark “SEA Card®” (the Mark) solely in connection with MERCHANT’S provision of Merchandise to the United States Government. MERCHANT may not use the Marks for any other purpose. PROCESSOR or the United States Government may revoke this license at any time, with or without cause. MERCHANT agrees to indemnify the United States Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of the AGREEMENT, provided MERCHANT is reasonably notified of such claims and proceedings.
8. PROCESSOR PAYMENT OPTION. MERCHANT hereby elects the Payment Option and corresponding PROCESSOR Service Fee percentage as follows: (Please circle preferred Payment Option)

| Payment Option | KHI will electronically send payment equal to the net invoice amount for all invoices and based on the schedule below (*after KHI invoice Processing Date) | Service Fee Percentage |
|----------------|--|------------------------|
| A | 45-Day Pay – Payment will be sent in approximately 38 - 39 business days * | 3.75% |
| B | Four Week Pay – Payment will be sent in approximately 20 - 21 business days * | 4.75% |
| C | Two Week Pay – Payment will be sent in approximately 10 - 11 business days * | 5.00% |
| D | One Week Pay – Payment will be sent in approximately 5 - 6 business days * | 5.50% |
| E | Three-Day Pay – Payment will be sent in approximately 3 - 4 business days * | 5.75% |

The above-selected Payment Option and corresponding Service Fee Percentages shall remain in effect until the date that PROCESSOR receives and accepts the MERCHANT’S signed written instrument selecting a new Payment Option and corresponding Service Fee percentage being effective for all PROCESSOR payments made to the MERCHANT on and after such date of receipt and acceptance.



B. PROCESSOR AGREES TO:

1. After receiving confirmation from the Government that an Open Market delivery has been made in accordance with MERCHANT's contractual obligations to the Government, make payments to the MERCHANT in accordance with the Payment Option selected by MERCHANT less the amounts due to PROCESSOR per such Payment Option.
2. Provide MERCHANT operating guidance, which outline's procedures and purchase policies, authorized product/services, invoice and payment information and any other written materials which PROCESSOR determines that the MERCHANT will require to fulfill MERCHANT's obligations under this AGREEMENT. The Operating Procedures shall be provided to MERCHANT by PROCESSOR.
3. Keep confidential all proprietary or confidential information or data of MERCHANT received from MERCHANT or otherwise obtained by PROCESSOR in the course of performing this AGREEMENT. Such information or data shall be used by PROCESSOR solely for the purpose of performing its obligations under this AGREEMENT or in the course of fulfilling its obligations as PROCESSOR of the SEA Card® Program. PROCESSOR shall not disclose such information to any third party, except for PROCESSOR'S affiliate TreviPay. Notwithstanding the foregoing, PROCESSOR shall be permitted to make disclosures to the Government required in the course of fulfilling its obligations as PROCESSOR of the SEA Card® Program and disclosures required by law, regulation or any court of competent jurisdiction.

This AGREEMENT: (i) is strictly between the PROCESSOR and MERCHANT for bunkering with the Government; (ii) may be terminated at any time by either PROCESSOR or MERCHANT upon written notice to the other Party; (iii) shall be automatically terminated upon change in control, ownership or management of MERCHANT; (iv) may not be assigned by MERCHANT without the written consent of PROCESSOR; and (v) shall be governed and construed in accordance with the laws of the State of Kansas and subject to the jurisdiction of the courts of the State of Kansas



situated in Johnson County.

MERCHANT acknowledges that PROCESSOR may amend the terms and conditions contained in this AGREEMENT upon no less than seven (7) days' prior written notice (and if no effective date is given in such notice, then such amendments shall take effect seven (7) days from the date of such notice). The MERCHANT will be deemed to have agreed to this and any future revisions by continued participation in the U.S. Government SEA Card® Program after the effective date of the revisions.

Execution of this AGREEMENT indicates MERCHANT'S acceptance of all terms and conditions contained in this AGREEMENT and the Operating Procedures.

(Remainder of page intentionally left blank. Signature page follows.)



In witness whereof, the Parties have caused this AGREEMENT to be executed by their duly authorized representatives as of the Effective Date.

Executed on this ____ day of _____, 20__

Merchant

Signature _____

Print Name _____

Title _____

Date _____

Accepted on this ____ day of _____, 20__

Processor Kropp Holdings Inc.

Signature _____

Print Name _____

Title _____

Date _____



Payment Selection Form

General

This document authorizes Kropp Holdings Inc. (KHI) or its affiliate to:

- a. Deposit funds into the undersigned's bank account by means of Electronic Funds Transfer for payment of goods and services processed by the KHI SEA Card® Processing Center.
- b. Withhold processing fees as selected below from the reimbursement of invoice payments.
- c. Reduce the MERCHANT's next payment amount equal to the amount owed to KHI as a result of a chargeback or other adjustments or offsets.
- d. Issue Demand Letter for amount equal to the amount owed to KHI as a result of a chargeback or other adjustments or offsets
- e. Within 15 days of issuance of account statement, the MERCHANT may dispute the amount deposited by KHI into its bank account.

Changes

The selected Payment Option and corresponding Service Fee Percentages shall remain in effect until the date that PROCESSOR receives and accepts the MERCHANT's signed written instrument selecting a new Payment Option and corresponding Service Fee percentage for all PROCESSOR payments made to the MERCHANT on and after such date of receipt and acceptance.

Processing Fee Schedule

MERCHANT hereby elects the Payment Option and corresponding PROCESSOR Service Fee percentage as follows. KHI will electronically send payment equal to the net invoice amount for all invoices based on the schedule below (*after KHI invoice Processing Date):

| | |
|--|---|
| | Option A: 45 - Day Pay at 3.75% - Payment will be sent in approximately 38-39 business days* |
| | Option B: Four Week Pay at 4.75% - Payment will be sent in approximately 20-21 business days* |
| | Option C: Two Week Pay at 5.00% - Payment will be sent in approximately 10-11 business days* |
| | Option D: One Week Pay at 5.50% - Payment will be sent in approximately 5-6 business days* |
| | Option E: Three Day Pay at 5.75% - Payment will be sent in approximately 3 - 4 business days* |



Bank Details for Payment:

| | | | |
|----------------|--|------------------|--|
| Bank Name | | | |
| Street Address | | | |
| City | | State/Province | |
| Postal Code | | Country | |
| Account Number | | | |
| IBAN | | | |
| ABA/SWIFT | | Account Currency | |

MERCHANT is required to submit ALL of the following required documents with completion of this form:

- a. A voided check;
- b. An Account Verification Letter on the Bank's letterhead dated within the most recent 90 days;
- c. One of the following entity standing documents:
 - o Certificate of Good Standing;
 - o Current Business License; or
 - o Other legal business status documentation with third-party letterhead.
- d. Tax Information
- e. In accordance with the laws of the United States Internal Revenue Service, KHI is required to obtain a completed W-9 from all merchants based within the United States. For companies outside of the United States, a W-8 form or the enclosed W-8 Substitution form is required. Merchant account set up will NOT be completed without one of the below forms.

_____ W-9 _____ W-8 _____ W-8 Substitution
(Remainder of page intentionally left blank. Signature page follows.)



Authorized by:

I hereby certify, to the best of my knowledge, that the information provided above is complete and correct.

| | | | |
|----------------|--|----------------|--|
| First Name | | Surname | |
| Title | | | |
| Company | | | |
| Street Address | | | |
| City | | State/Province | |
| Postal Code | | Country | |
| Email | | | |
| Phone | | | |

Signature

Signature _____
Print Name _____
Title _____
Date _____



Maritime Operating Procedures

KHI Merchant Support Information

| Important Contact Information | United States | Outside of the United States |
|-------------------------------|--|------------------------------|
| Customer Support Phone | +1 (866) 308-5475 | +1 (913) 271-9358 |
| Customer Support Email | merchant-support@seacardsys.com | |
| Training Email | training@khinc.com | |

Overview

These Operating Procedures (“Operating Procedures”), as amended from time to time by Kropp Holdings Inc. (“KHI” or “Processor”), detail the manner in which transactions under the KHI Bunker Payments System (“BPS” or the “System”) are to be submitted and processed as well as to outline Service Fees and payment schedules. Contact KHI at +1 (866) 308-5475 with any questions regarding these Operating Procedures.

Background

The Defense Logistics Agency (“DLA Energy”) has entered into an agreement with KHI to provide a purchasing network to facilitate the purchase of Marine Fuels and a limited number of Non-Fuel Products and Services (collectively “Products”) via a program called Ships’ Easy Acquisition Card (“SEA Card®”) designed specifically for DLA Energy.

The DLA Energy SEA Card® Program is used for two types of bunker fuel purchases: DLA Energy Contract and Open Market purchases. For both types of transactions, the System is used as the ordering and transaction processing system. Ancillary charges associated with fuel purchases are also processed through the System as outlined below.

KHI, whose registered office is at 6450 Sprint Pkwy, Overland Park, Kansas 66211, is a transaction processor and service provider to the marine industry. KHI offers a purchasing network and Order Management System to facilitate the purchase of Products by authorized Government agencies. KHI, has agreed to build, maintain, and support a network of Merchants to sell Products to SEA Card® account holders via DLA Energy Contract and Open Market supply.

Merchants wanting to join the KHI Merchant Network must abide by the following Operating Procedures



and complete the KHI Maritime Merchant Agreement. Signing of the Merchant Agreement constitutes acceptance of the terms and conditions set forth within this Operating Procedures document which pertains solely to the DLA Energy SEA Card® Program.

Appointment as a Merchant

- Merchant accepts the terms of the related Merchant Agreement for the sale of Marine Fuels and/or the provision of a limited number of Non-Fuel Products and Services to SEA Card® account holders;
 - Acceptable Non-Fuel Products and Ancillary Services on the DLA Energy SEA Card® Program include, but are not limited to:
 - DLA Bunker Contracts:
 - Backhaul
 - Demurrage
 - Overtime
 - Boom Fee
 - Cancellation Fee
 - Open Market:
 - Backhaul
 - Demurrage
 - Overtime
 - Boom Fee
 - Cancellation Fee
 - Quantity Change Fee
 - The following Taxes are accepted:
 - Federal Excise Tax
 - Value Added Tax
- For so long as KHI administers the SEA Card® Program on behalf of DLA Energy, this will be the only accepted vehicle for purchases of Marine Fuels, Non-Fuel Products or Services made using



the SEA Card® Program. This means the Merchant agrees not to direct bill or otherwise process transactions when a SEA Card® account holder initiates a transaction through use of the System.

- Merchants requesting multiple ports are required to provide the most recent three (3) years of financials, current balance sheet, and other records necessary to conduct an audit. Additionally, evidence of bunkering capability may be requested before activating new or additional ports.

Getting Started and Using the Bunker Payment System (“BPS” or “the System”)

- All Merchants wishing to supply SEA Card® account holders with Open Market requirements are required to have a current Maritime Merchant Agreement with KHI.
- All Merchants participating in the SEA Card® Program must comply with the following Federal Acquisition Regulation (“FAR”) Requirements: Current Registration in the [System for Award Management](#).
- All Merchants participating in the SEA Card® Program must comply with the following Solicitation (“RFP”) Requirements: [Ship Propulsion Fuel \(Bunkers\)](#), or current version.
- Upon enrollment in the KHI network, the Merchant will be issued a merchant account and instructions on how to securely access the System.
- Merchant training of the System is available. To schedule, register, or request more information please contact our training team, training@khinc.com.
- In order to ensure efficient communication and reimbursement, the Merchant will need to provide KHI with the following information and ensure the data is updated promptly when the information changes:
 - Name(s) and contact details (including individual email addresses) of the individuals nominated by the Merchant to deal with inquiries;
 - Ports at which the Merchant wishes to provide or procure Products;
 - The Marine Fuels and/or Non-Fuel Products and Services which can be supplied by the Merchant;
 - The name and location of the physical supplier of the fuel, if applicable;
 - Merchant bank details to enable the transfer of funds;



Acceptable Transactions

- Acceptable transactions must be received from and processed through the System. In the event of a system outage, this can be done directly via the KHI Support Team.
- Only valid SEA Card® account holders are authorized to use the System. If, for logistical or timing reasons, orders are taken outside of the System, the validity of the vessel or SEA Card® account holder should be checked with the KHI Support Team, as appropriate.
- Merchants must upload a copy of the current test report/fuel spec; a quote of the quote will be unacceptable. Fuel specs shall include FAME and sulfur content and shall list true values; typical values will not be accepted.
 - Fuel specs dated more than three months prior to quote submission will not be accepted.
- Merchant must enter fulfillment details and submit the bunker delivery notice (BDN) and invoice.
- Merchant must enter fulfillments within thirty (30) days of the delivery date.
- Merchant may add tax on ancillary charges if applicable.
- Merchant may delete fuel or ancillary tax.
- Merchant must provide an ancillary charge release statement
 - “The fuel supplier agrees that submission of this delivery receipt/invoice and subsequent receipt of payment and failure to return within thirty (30) days fully, finally and unconditionally releases and discharges the US Government from all liability, claims, demands, causes of action and legal expenses accrued known or unknown, which the fuel supplier has/might have relating to the order, including all obligations of the US Government to make further payments. Any charges the fuel supplier wishes to except from this release must be set forth below and will be processed outside SEA Card® Online”.
- The Merchant is not permitted to submit transactions on SEA Card® accounts that represent replacement for uncollected funds from another payment method, such as a returned check. The Merchant will additionally not be permitted to submit transactions that represent a bad debt or potential bad debt with regard to the Merchant’s own accounts receivable.



- The Merchant is not permitted to submit transactions if the Merchant has knowledge of any fact or circumstance that may impair its validity and the ability to collect.
- The Merchant is not permitted to submit transactions prior to the effective date of DLA Energy contracts unless specifically approved in writing by KHI, who in turn shall seek approval or guidance from the Government SEA Card® Bunkers Contracting Office.

Contract Fuel Orders: The Merchant will be notified of an order via email and will be asked to access and accept the order online via the System before the order is considered a bona fide order.

The Merchant will accept the order or, if unable to supply against the contract, will provide a reason for not supplying. Where the order is outside the terms and conditions of the contract (e.g. an order not meeting advance notice requirements or minimum delivery requirements under the contract), the Merchant may submit a counteroffer, providing, however, that the Merchant's counteroffer is not to supply a different grade of fuel than is requested or covered under the DLA Energy contract.

For detailed procedures on the System and flow, please visit www.seacardsys.com.

Open Market Marine Fuel or Non-Fuel Products and Services Orders: When a request for quote or inquiry is received from the System, the Merchant, if participating in supplying that product or service, will submit quotes for Marine Fuels and/or Non-Fuel Products and Services using the System. The Merchant is not obligated to quote on any inquiry or supply requirement. For all quotes made by the Merchant for Open Market supply requirements, the unit price quoted shall be for product delivered to the vessel inclusive of all delivery or transportation charges.

Fuel Supply Agreements: The related Merchant Agreement specifically covers the use of the System and payment for purchases using said programs; however, the related Merchant Agreement does not govern product supply and delivery by the Merchant. The agreement and terms and conditions for the supply and delivery of Marine Fuels and Non-Fuel Products and Services to SEA Card® account holders are stated in the System as part of the inquiry. The Merchant acknowledges that KHI and/or any of its affiliates are acting as a processor only and at no time takes title or risk on any product or service supplied and at no time does such title or risk pass to DLA Energy or KHI. Any dispute arising under or about such a purchase is a matter between the Merchant and the SEA Card® account holder.



Finalizing Orders and Entering Fulfillment & Invoice Information: Within 30 days after delivery, the Merchant will input all fulfillment and invoice information in full using the System. Fulfillment details, at a minimum, are:

- Current date (system generated), Actual delivery start date and time, Actual delivery end date and time, supplier order #, Delivery receipt #, invoice #, quantity, unit price, total fuel cost (system generated by multiplying quantity and unit price), fuel dyed, delivery method, temperature (°F/C), density, density unit, type of fuel tax (if applicable, display authorized taxes in drop-down list), tax shall include quantity unit, tax rate, rate type, tax gross (system generated), ancillary charge (drop-down list), quantity, unit, unit price, total cost (system generated).

The Merchant is responsible for entering the correct prices, charges, and taxes into the System. KHI is not responsible for the accurate input of this data. Applicable taxes must be reported on a separate line as they are applied to individual product items.

Non-Fuel Products and Ancillary Service charges may be entered on the same transaction as fuel items. Please note the SEA Card® Program only allows a limited number of Non-Fuel Products and Services to be added to the transaction.

The Merchant must provide a completed bunker delivery receipt to the receiving vessel for fuel and obtain a signed acknowledgment of receipt of fuel from an authorized vessel's representative (See *"Retention and Furnishing of Records"*). Receipts, invoice copies, and any supporting documentation should be uploaded into the system and stored with the transaction for future reference.

Invoicing and General Payment Terms: KHI will process invoices electronically for payment once approved by an authorized Government official with a SEA Card® account and will collect funds from these account holders. KHI will have the right to offset outstanding amounts owed by the Merchant on the Merchant's account against any sums payable to the Merchant by KHI under any contract, agreement, or arrangement.

KHI will pay the Merchant by electronic funds transfer unless otherwise agreed. Merchants should ensure that KHI has the correct bank details for the correct transfer of funds. Merchant acknowledges that the payment received from KHI will be a good discharge of the obligation of the SEA Card® account holder to



make a payment under a Marine Fuels or Non-Fuel Product and Services agreement for transactions conducted using the System. KHI will pay the Merchant the invoice amount less the applicable Service Fee. This Service Fee will be a fixed percentage of the value of the Marine Fuels and Non-Fuel Products and Services invoiced in a valid invoice. This Service Fee will be withheld at the time of payment of each invoice. Service Fees and Payment Schedules are detailed in the following section.

The Merchant agrees to reimburse KHI and/or agrees that KHI has the right to refuse payment on a transaction if:

- The relevant account holder disputes the transaction with regard to the nature, quality, or performance of the goods or services purchased in the transaction, or such goods and services are returned or rejected by the SEA Card® account holder, or such goods and services are not provided by the Merchant.
- The transaction violates any applicable law or as specified by the related Merchant Agreement.
- The procedures set out in these Operating Procedures are not followed.
- For charges billed to an invalid SEA Card® account.

KHI will not make SEA Card® payments if DFAS or another paying body of the U.S. Government has instructed it to withhold payment because of disputes or any wrongful act or omission by the Merchant. All charges or quotes for SEA Card® Open Market transactions and for ancillary charges, when submitted, should be fully built-up prices, which may include costs associated with acceptance of the SEA Card®, such as Service Fees. KHI has the right to seek full restitution, including legal actions, for all due payments in the event of a Merchant business change that affects the relationship with KHI. This can include actions ranging from, but not limited to, bankruptcy, insolvency, appointing a receiver or a liquidator over its business, change of ownership, sale of business or a material part of the assets, significant closure of operations, and ceasing to do business.

Service Fees and Payment Schedules: Service Fees will be charged for transactions processed as follows:
DLA Energy Contract Fuel Purchases:

- No Service Fees are assessed on fuel delivered under a contract between DLA Energy and the Merchant. DFAS will reimburse the Merchant.



Open Market SEA Card® Purchases and all Non-Fuel Product and Service Charges:

- Merchants will be reimbursed by KHI on behalf of the customer.
- Merchants must select a payment option for SEA Card® payments. Payment options are defined in the Payment Selection Form.
- KHI will pay Merchants for bona fide invoices approved by an authorized account holder based on the schedule below equal to the net invoice amount for all invoices less the current processing fee.

A bona fide invoice is defined as an electronic invoice that has been generated in the System after delivery fulfillment details have been entered by the Merchant and subsequent approval of the details has taken place by an approved Government official. This official is known as DLA Energy's "Authorizing Official". It is not necessary for a Merchant to submit a paper invoice, nor will Merchant-submitted paper invoices be considered a bona fide invoice.

Disputes: KHI is not responsible for resolving disputes for Marine Fuel, Open Market, or Non-Fuel Products and Services purchases including but not limited to pricing, quantity, quality, taxes or the provision and charging for services. All disputes must be resolved directly between the Merchant and the SEA Card® contracting officer who made the award. For DLA Energy Contract fuel purchases, disputes should be brought to the attention of the appropriate DLA Energy Contracting Officer, as should any unresolved disputes involving ancillary charges relating to a contract fuel purchase. Once approved by the customer, payments to Merchants for previously disputed items will still be transacted through the System and Service Fees will be deducted from the payment.

The KHI Support Team will, if requested, facilitate the exchange of information or relevant documentation between the Merchant and the customer to assist in resolving disputes. KHI is not responsible for the Merchant's ability to provide products or services. The Merchant must advise the Support Team immediately if any dispute arises which would impact the fulfillment or invoicing schedule or the payment of the invoice by the customer within the agreed terms. The Merchant will, at all times, endeavor to work with customers to resolve disputes rapidly to ensure payment within agreed terms can proceed.

The Merchant must promptly notify KHI if any claim or demand is made or action brought against the



Merchant for infringement or alleged infringement of any Intellectual Property Right with regard to SEA Card® that may affect the use or possession of the merchandise, products, and services, or which may affect the provision of these services.

Chargeback and Credit Transactions: KHI will have the right to deduct the amount of a chargeback from the next payment(s) to the Merchant or to issue a demand letter.

The Merchant cannot resubmit transactions that have been previously charged back without the written consent of KHI.

Merchants will not receive payment from KHI or may be subject to chargebacks or rejections for any invoices that do not comply with these Operating Procedures. All terms and conditions set forth in these Operating Procedures are considered material terms to KHI and the Government. Failure to comply with any Operating Procedure can result in a rejected transaction or chargeback. Upon review and request, the Merchant will be permitted to substantiate any transaction, as described below, that fails to comply with these Operating Procedures.

If the customer disputes the order after approval, the merchant is notified of the dispute claim and is required to provide the documentation pertaining to the dispute reason within ten (10) calendar days. In the event the Merchant does not comply, KHI will charge back the order and retain the Service Fee.

Merchant payments could be withheld on the disputed amount. If the Merchant has been paid for the order, future payments will be held covering the disputed amount.

KHI will charge back or reject any Government SEA Card® transaction to a Merchant where the Merchant had previously billed the same transaction to the customer.

KHI reserves the right to charge back or reject any Government SEA Card® transaction to a Merchant where the Merchant has billed the incorrect unit price.

If KHI, in its sole discretion, makes an exception to a requirement for particular transaction(s), it does not negate any clause in these Operating Procedures for all other transactions. KHI will not refund the Service Fee, as defined in the Merchant Agreement, on any chargeback transaction. If such a transaction is re-submitted, an additional Service Fee may apply.

Third-Party Management and Responsibility: In the event that the Merchant utilizes the services of a



third-party subcontractor, the Merchant will accept full responsibility for managing the subcontractor. The Merchant will ensure that said subcontractor adheres to the guidelines set forth in this document and provides the services represented by the Merchant. It is the Merchant's responsibility to manage their subcontractor to obtain invoicing information and then render an invoice to KHI for DLA Energy-approved services rendered. The Merchant is fully responsible for its third party to provide the appropriate documentation to support the activity for all transactions in the SEA Card® Program. Should a dispute arise, KHI will work to resolve the situation with the Merchant directly and will not attempt to remediate with a subcontractor. In some instances, the failure to substantiate third-party documentation could result in non-payment or chargeback at the discretion of the Government.

Retention and Furnishing of Records: The Merchant agrees to maintain a copy of each bunker delivery receipt or invoice copy for at least three years after the delivery date.

The Merchant agrees to provide the customer or Support Team with a copy of any bunker delivery receipt, invoice, or associated paper records within seven (7) business days of receiving such a request.

Advertising: The Merchant may use promotional materials to display or advertise that it is a SEA Card® participant for as long as they are a KHI merchant.

The Merchant cannot use promotional materials in any way that suggests or implies that DLA Energy or KHI endorses their goods or services.

Merchant Information Technology ("IT") Capability: The Merchant will ensure that:

- The Merchant will have adequate IT systems and appropriate IT support to enable the Merchant to submit transactions for processing as required in these Operating Procedures.
- Any costs associated with ensuring that the Merchant has adequate IT systems, including the setup, development, and testing of the Merchant's IT system, shall be the Merchant's responsibility alone.
- The Merchant shall ensure that proper controls are instituted and enforced so that transactions made via the System are secure and such security is maintained in accordance with best industry practice.

The Merchant acknowledges that SEA Card (Reg. No. 5463514) is a registered trademark of the Defense



Logistics Agency. The Merchant Agreement authorizes the Merchant to use SEA Card® solely in the performance of its duty and obligation under the Merchant Agreement or Operating Procedures or related documents. The Merchant agrees not to use any other trademark or service mark in connection without prior written approval of KHI. Use of SEA Card® shall terminate under your obligations under the related Merchant Agreement.

Merchant Warranties: The Merchant will abide by all applicable laws and have and will maintain in full force and effect all licenses, permits, approvals, and other regulatory or statutory consents that are required, necessary or advisable for the performance of the Merchant’s obligations under the associated Merchant Agreement.

The Merchant will comply with the Operating Procedures. The Merchant confirms at the date of the related Merchant Agreement that –

- The related Merchant Agreement and Operating Procedures have been duly authorized by all necessary corporate and entity actions and they do not contravene any provisions of the constitutional documents under which the Merchant is incorporated or otherwise constituted;
- There is no action, suit, or other proceeding at law or in equity now pending or, to the Merchant’s knowledge, threatened by or against the Merchant which would substantially impair the Merchant’s right to carry on business or adversely affect the Merchant’s financial condition or operation.

Confidentiality: Merchant and Processor both agree to keep confidential and use only for the purposes of the related Merchant Agreement and Operating Procedures, all information (written or oral) concerning the business and affairs of the other that each has obtained or received as a result of the discussions leading up to or the entering into the related Merchant Agreement, except for information which is:

Already in the possession of one party where one party has obtained the information in a way that:

- is in the public domain other than as a result of a breach of this Clause;
- is required to be disclosed pursuant to law or regulation applicable from time to time or on behalf of any competent regulatory authority; or



- is required to be disclosed by order of any court of competent jurisdiction;
- Merchant and Processor each undertake to the other to take all such steps that shall from time to time be necessary to ensure compliance with the provisions of the Clause above by its employees, agents, and subcontractors.

Audit and Review of Performance: DLA Energy and KHI have the right, at all reasonable times and on reasonable notice in writing of at least fourteen (14) days, to audit and inspect the Merchant’s systems, procedures, supporting documentation, financial and other books and records to the extent that they relate to the Merchant’s obligations under the related Merchant Agreement and Operating Procedures. Merchants are also required to respond to DLA Energy or KHI surveys should the need arise.

Limit of Liability: The Merchant acknowledges that KHI and/or any of its affiliates are acting as a processor only and at no time does title or risk of loss for any product or service supplied pass to KHI. Any dispute arising under or about such a purchase is a matter between the Merchant and the account holder purchasing the product or service. Neither Party will be liable to the other Party under the KHI Merchant Agreement and Operating Procedures and all related documents for any indirect or consequential loss or damage (including loss of profits, business, contracts, anticipated savings, revenue or goodwill) suffered by the other Party whether such loss is caused by that Party’s breach of its contractual obligations or by any tortious act or omission (including negligence) or in any other way.

Revisions: KHI may revise these Operating Procedures at its option at any time, and any revisions will become effective seven (7) days after notice of such revisions to the Merchant. The Merchant will be deemed to have agreed to this and any future revisions by continued participation in the U.S. Government SEA Card® Program after the effective date of the revisions.

Governing Law, Jurisdiction, and Forum: These Operating Procedures will be governed under the laws of the State of Kansas. Each of the Parties agrees to the exclusive jurisdiction and forum of the Federal District Court for the State of Kansas, without regard to Kansas’ conflict or choice of law principles, in any action or proceeding arising out of or relating to this Agreement; provided, however, for any matter or controversy not qualifying for federal subject matter jurisdiction, the exclusive jurisdiction and forum will be in the District Court of Johnson County, Kansas, and each of the Parties agrees that all claims in respect



of the action or proceeding may be heard and determined in any such court and the Parties hereto agree to such jurisdiction and forum. In recognition of the national and international nature of aviation and the necessity for legal certainty, predictability and convenience; upon reimbursement from KHI, Merchant irrevocably assigns to KHI all rights acquired by Merchant, including lien rights, resulting from transactions for fuel and services for which Merchant has received payment or reimbursement, to allow KHI to pursue payment from the account holder.

Indemnification: Except for KHI's willful misconduct, gross negligence or negligence, Merchant agrees to indemnify and hold harmless KHI, its officers, directors, employees, successors, assigns, subsidiaries, and affiliates from and against any and all losses, damages, costs, and expenses (including, without limitation, any reasonable attorneys' fees and court costs), liabilities, claims, settlements, and judgments arising out of: (i) Merchant's or its employees' or agents' gross negligence, willful misconduct or negligence in the performance of its duty and obligation under the Merchant Agreement or Operating Procedures or related documents; (ii) the failure by Merchant or its employees or agents to properly comply with the terms of the Merchant Agreement or Operating Procedures or related documents; (iii) Merchant or its employees' or agents' errors or omissions regarding the subject matter hereof; or (iv) the sale of products or services to SEA Card® holders.

Except for Merchant's willful misconduct, gross negligence or negligence, KHI agrees to indemnify and hold harmless Merchant, its officers, directors, employees, successors, assigns, subsidiaries, and affiliates from and against any and all losses, damages, costs, and expenses (including, without limitation, any reasonable attorneys' fees and court costs), liabilities, claims, settlements, and judgments arising out of: (i) KHI or its employees' or agents' gross negligence, willful misconduct or negligence in the performance of its duty and obligation under the Merchant Agreement or these Operating Procedures or related documents; (ii) the failure by KHI or its employees or agents to properly comply with the terms of the Merchant Agreement or these Operating Procedures or related documents; or (iii) KHI or its employees' or agents' errors or omissions regarding the subject matter hereof.

Force Majeure: Neither Party will be liable to the other for failure to perform under the KHI Merchant Agreement or these Operations Procedures or related documents where such failure to perform is due to



any natural disaster, fire, flood, storm, strike, labor unrest, acts of God, equipment or power interruptions (when not due to the negligence of the nonperforming party, its employees and contractors), interruptions in the telephone systems, failures in third-party computer software or hardware, or any cause beyond the non-performing Party's reasonable control provided that written notice of such force majeure event is provided to the other Party within ten (10) days of such event. However, in the event that any Party declares force majeure and will be unable to recommence performance within sixty (60) days of the date of the onset of force majeure, the Parties agree that they will meet and negotiate in good faith concerning acceptable solutions to the situation.

Assignment and Binding Effect: The related Agreement and all related documents shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The related Merchant Agreement and all related documents are personal to Merchant and KHI, and Merchant cannot assign its rights or delegate its obligations hereunder, in whole or in part, without the prior written consent of KHI, which consent shall not be unreasonably withheld or delayed. In the event of any consent to assignment, the assigning Party shall continue to be liable for its obligations (pre- and post- assignment). Any attempt at non-permissible assignment of delegation without such consent shall be null and void.

KHI DOES NOT GUARANTEE PAYMENT FOR INVOICES THAT FAIL TO MEET ANY OF THESE REQUIREMENTS.



Definitions

Unless the context requires a different interpretation, where words have initial capitals, those words will have the meanings set out below:

| Term | (Program) Definition |
|--|---|
| Account Holder | A Vessel Ordering Officer or other authorized holders of SEA Card® account approved by DLA Energy to make purchases using the System. See “Customer” |
| Adjustment | A transaction that reverses the original transaction and reduces the amount owed. See “Credit”. |
| Appropriate Purchase | A purchase that has been requested and conforms to the SEA Card® authorized product/service list and SEA Card® policies, procedures, and guidance. |
| Backhaul Charge | Charges by fuel suppliers for delivering the confirmed order quantity to the vessel and part of the order cannot be delivered. |
| Boom Fee | A charge associated with the boom |
| Bunker Contractor | Fuel supplier awarded a DLA Energy bunker contract. |
| Bunker Delivery Receipt | The source document required by the Federal Government that contains the bunker fuel supplier sale details. At a minimum, the details include fuel product, vessel name, port information, date of fuel delivery, fuel supplier name, telephone number and address, quantity, unit of measure, applicable ancillary services, signature of SEA Card® Federal Government Ordering Officer and signature of fuel supplier. |
| Bunker Payment System (“BPS” or “the System”) | The System accessible via www.seacardsys.com owned and operated by KHI for the SEA Card® Program. |
| Business Day | A day in any week on which banks in New York are open for business. |
| Calendar Day | Any day of the week, including days falling on a weekend or Federal holiday. |
| Cancellation Fee | A payment made by a Customer to a Merchant when a Customer cancels an order for fuel to be delivered to a Vessel |
| Change of Control | In relation to a Party, the acquisition by any person of: (i) ownership or control of more than 50% of the voting share capital of the Party or any of its parent companies; (ii) the ability to direct more than 50% of the votes exercisable at a general meeting of a Party or any of its parent companies; or (iii) the right to appoint or remove directors holding a majority of the voting rights at board meetings of a Party of any of its parent companies. |
| Contract Fuel Purchase | A contract fuel purchase is one in which the Merchant or the Merchant’s fuel supplier has a bunker contract directly with DLA Energy. KHI serves as the |



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| | transaction processor and provides the purchase information to DLA Energy so their agency, Defense Finance and Accounting Service (“DFAS”), a division of Government, may reimburse the Merchant directly. |
| Contracting Officer (KO) | A Customer with the authority to enter, administer, and/or terminate contracts and make related determinations and findings. |
| Credit | A transaction that reverses the original transaction and reduces the amount due. See “Adjustment”. |
| Customer | A U.S. Government employee who participates in the SEA Card® program. |
| Demurrage | A penalty charged for undue delivery delays generated by the receiving party. |
| Dispute | An action in which a customer questions the validity, accuracy, reasonableness or doesn’t recognize the transaction that was recorded to a SEA Card® account. |
| Domestic | Locations existing in the 50 states of the United States of America. |
| Duplicate Transaction | A transaction that has been processed twice for the same purchase. Duplicate transactions should not occur as the Contractor’s dupe process should identify and reject these transactions. |
| Electronic Funds Transfer (EFT) | Delivery systems used to transfer payments of funds electronically. |
| Federal Holidays | Authorized holidays recognized by the US Government when most Federal offices are closed. Federal holidays consist of New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. |
| Fraud | Any act of corruption or attempt to cheat the Government or corrupt the Government’s agents, including but not limited to, the use of the SEA Card® purchase solutions to transact business that is not sanctioned, authorized, not in one’s official government capacity, or not as part of official government business. Merchants charging items that were not delivered or falsifying a charge. |
| Fuel Supplier | The party that agrees to deliver the mutually agreed upon bunker fuel, in accordance with the fuel specification, and order details to the requesting vessel. |
| Fulfillment | A Merchant completes the mutually confirmed fuel order requirements. |
| International | Global commercial seaport locations that are not within the definition of “domestic”. |
| Invoice | A document requesting payment. |
| Marine Fuels | Fuel used for marine applications, other than for a term bunker contract with DLA Energy. |



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|---------------------------------------|---|
| Merchant | The supplier of Marine Fuels or Non-Fuel Products and Service that is a party to the Merchant Agreement with the Processor, Kropp Holdings Inc. |
| Merchant Agreement | The most recently signed agreement between KHI and Merchant regarding the SEA Card® program to establish Payment Terms and Service Fees. |
| Merchant Credit | A transaction submitted by the approved merchant that reverses the original transaction. |
| Merchant Documentation | See BDR and Invoice. |
| Non-Contract | Quotes, RFQs, orders, and/or ports not bound by a DLA Energy bunker contract. |
| Non-Fuel Products and Services | Fueling services including but not limited to barging, wharfing, boom fees, pumpback and overtime, lubricants, chandlery services, and other marine industry fueling or service related items transacted through the System. Whether they are associated with DLA Energy Contract or Open Market purchases, the Merchant is reimbursed by KHI after Government authorization of the invoice. |
| Open Market | The supply of fuel and services that are not covered by a bunker contract between the Merchant and DLA Energy. |
| Open Market Fuel Purchase | A fuel purchase in which a SEA Card® account holder elects to purchase a spot fuel requirement when the requirement cannot be met by existing DLA Energy bunker contracts or defense fuel supply points. Merchants wishing to supply Open Market requirements must have signed a Merchant Agreement with KHI. KHI will process and reimburse the Merchant for the transactions in accordance with their Agreement and these Operating Procedures. |
| Operating Procedures | Procedures, as amended from time to time by KHI, which detail the manner in which transactions under SEA Card® are to be submitted and processed as well as Service Fees and payment schedules. |
| Overtime Fee | Time in addition to what is normal working hours |
| Parties | All participating entities |
| Party | One entity or the other |
| Processing Fee | A fee paid by the merchant’s financial institutions to KHI for processing the transaction. |
| Processor | The Company (“KHI”) that handles transactions between MERCHANT and Customer |
| Quantity Change Fee | A payment made by a Customer to a Merchant when a Customer changes the quantity of an order for fuel to be delivered to a Vessel |
| Quote | An approved Merchant submits the price, fuel specifications and pertinent product and/or service details in response to a customer’s request for quote for approved bunker fuel support. |



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|-----------------------------|--|
| Retail | Refer to non-contract |
| Service Fee | A fixed percentage of the invoice for Marine Fuel and Non-Fuel Products and Services supplied to a SEA Card® account holder under an Open Market order. |
| Support Team | The KHI team providing 24/7 support to Merchants and Customers |
| Third-Party | Any entity that is not KHI |
| Third-Party Merchant | An approved merchant that has an arrangement with fuel suppliers at an seaport. The actual fuel supplier does not participate in the SEA Card® program. The third-party merchant will invoice for the bunker product and/or ancillary services delivered to the vessel. The third-party merchant may not charge a fee for this service. Third-Party merchants MUST provide complete evidence of the actual fuel suppliers sale documentation to include price charged per unit of measure. Complete evidence of the sale is required for a third-party merchant to participate in the SEA Card® program. |
| Third-Party Merchant | An approved merchant that has an arrangement with fuel suppliers at an approved port. The actual fuel supplier does not participate in the SEA Card® program. The third-party merchant will invoice for the bunker product and/or ancillary services delivered to the vessel. The third-party merchant may not charge a fee for this service. Third-party merchants MUST provide complete evidence of the actual fuel suppliers sale documentation to include price charged per unit of measure. |
| Transaction Dispute | A disagreement between the Customer and the Merchant with respect to a transaction. See “Dispute”. |
| Waste | Any activity taken with respect to a government purchase solution that fosters, or results in, unnecessary costs or other program inefficiencies. |



Merchant Account Setup Request Form

Merchant Information

| | | | | | |
|------------------------------------|---|-----------------|--|---------------|--|
| Company Legal Name | | | | | |
| Doing Business As / Tradestyle | | | | | |
| Physical Street Address | | | | | |
| City | | State/Province | | | |
| Postal Code | | Country | | | |
| Company Phone | | | | | |
| Company Email | | | | | |
| Website | | | | | |
| Publicly Traded | <input type="checkbox"/> Y <input type="checkbox"/> N | If so, Exchange | | Ticker Symbol | |
| SAM Unique Entity Identifier (UEI) | | | | Expiration | |
| CAGE Code | | | | Date | |

Parent Company Information (if Applicable)

| | | | | | |
|--------------------------------|---|-----------------|--|---------------|--|
| Parent Company Legal Name | | | | | |
| Doing Business As / Tradestyle | | | | | |
| Physical Street Address | | | | | |
| City | | State/Province | | | |
| Postal Code | | Country | | | |
| Publicly Traded | <input type="checkbox"/> Y <input type="checkbox"/> N | If so, Exchange | | Ticker Symbol | |
| Website | | | | | |

Financial Office / Remittance Address

| | | | | | |
|----------------------|--|----------------|--|--|--|
| Finance Manager Name | | | | | |
| Title | | | | | |
| Street Address | | | | | |
| City | | State/Province | | | |
| Postal Code | | Country | | | |



| | |
|-------|--|
| Phone | |
| Email | |

Primary Notification Contact

MERCHANT may include a group email for the following contact types:

| | |
|-------------------|--|
| Primary Ordering | |
| Remittance | |
| Physical Location | |

Primary Ordering contact receives system communications for open market request for quotes, orders, contract orders, etc.

Remittance contact receives the Transaction Processing Report and Remittance Report. There may be one (1) or more remittance contacts.

Physical Location contact receives an email address for merchant personnel who are physically present.



System User Request Form

System User Request

System User Request must:

- a. Be linked to individual work email addresses with individual login per system user;
- b. Be completed per user; and
- c. Submit ALL of the following required documents with completion of this form:
 - Terms and Conditions; and
 - Privacy Policy

Training is available for all users. To schedule, register, or request more information please contact our training team, training@khinc.com.

| | | | |
|----------------|------------|----------------|--|
| Title | | | |
| First Name | | | |
| Surname | | | |
| Email | | | |
| Phone | | | |
| Street Address | | | |
| City | | State/Province | |
| Postal Code | | Country | |
| Notifications | Ordering | | |
| | Remittance | | |

Merchant Information

| | | | |
|--------------------------------|--|----------------|--|
| Company Legal Name | | | |
| Merchant Number | | | |
| Doing Business As / Tradestyle | | | |
| Physical Street Address | | | |
| City | | State/Province | |



| | | | |
|---------------|--|---------|--|
| Postal Code | | Country | |
| Company Phone | | | |
| Company Email | | | |



PRIVACY POLICY

Effective Date: March 31, 2021

INTRODUCTION

KROPP HOLDINGS INC (“KHI”), and any of its subsidiaries and affiliates (collectively may be referred to as “Company”, “we” or “us”), are committed to safeguarding the privacy and personal information of our customers, business partners and employees. This Privacy Policy explains how we may collect, use, process, share, maintain, and store (collectively “Process”) personal information about you, including through designated third-party service providers, and the choices that are available to you regarding this information. Please read this Privacy Policy carefully to understand our views and practices regarding your personal information and how we will treat it.

In addition to information kept in hardcopy, this Privacy Policy also applies to Company-related websites, online applications that run on smart phones, tablets, mobile device applications (“apps”), and other online services that we offer which may link to this Privacy Policy and/or otherwise be governed by this Privacy Policy. Such websites, online and/or mobile apps, and other online services to which this Privacy Policy applies (collectively the “sites” or “websites” and each “site” or “website”) include, but are not limited to, the following: KHI, Inc. (www.khinc.com); Bunker Payment System. (BPS) (www.seacardsys.com).

Please note also that our websites may contain links to other websites. If you follow a link to any of these other websites, you should read their own privacy policies. We are not responsible for the content or privacy practices of those sites, and this Privacy Policy does not apply to any information that may be collected from you or shared by you on those sites.

GENERAL DISCLOSURES

Please note that most of our public-facing websites are hosted in the United States. If you are visiting the sites from a country outside of the US, please note that by providing your information it is being transferred to, stored and/or processed in the US and other countries, including but not limited to the UK, Costa Rica, Australia, Singapore and various EEA members states (such as Denmark, France, Germany, Greece, Hungary, Ireland, Norway, and Sweden) where key data centers, servers, and/or groups of employees are located and operate. If you are from outside of the US, please see the provisions under



our Specific Jurisdiction Information for additional information. If you are outside the US and do not wish to allow the transfer of your personal information to the US, you should not use these sites and you should opt-out of the collection of cookies. View our Cookie Policy to learn more.

We take your privacy and the protection of your personal information seriously. To that end, we always endeavor to store, process and disclose your personal information in accordance with applicable law; we will work to make it clearer when we collect personal information and will explain what we intend to do with it; and we do our best to protect your privacy through the appropriate use of information security measures.

WHAT INFORMATION DO WE COLLECT ABOUT YOU?

INFORMATION YOU GIVE US

We collect information about you when you open an account with us, purchase our products and services and/or remit payment for services. We also collect information about you using cookies, and if you interact with us via phone, social media, websites, or apps. Where you are providing us personal information about another person, such as a family member or coworker, you agree that you will have obtained and will maintain all necessary consents and authorizations necessary to share that information with us.

The types of information that you may give us vary depending on the specific entity with which you are doing business and/or the particular services requested. For example, you may be utilizing our software offerings, and/or related services or solutions. The information you may give us could include categories such as, but not limited to, your name, work or personal address, e-mail address, phone number, date of birth, gender, financial and/or credit card information, passport number, driving license information, Social Security Number, national ID number, personal description and/or photograph, professional licenses and/or certifications, visa/immigration information, as well as customer data, payment data, employee data and/or website user data.

SENSITIVE INFORMATION

We will only collect sensitive information about you with your consent and/or where necessary to comply with applicable laws. What qualifies as sensitive information may differ based on applicable law, but it is generally understood to mean personal information relating to your racial or ethnic origin, political



persuasion, membership in trade or professional associations, sexual preferences, criminal record, or health. For example, we may need to collect certain categories of sensitive information regarding your health records or ethnicity to process a visa application or to assist you in gaining access to certain governmental facilities. By providing us this information, you agree that you have given us your consent to collect, store, use, and transfer it for the purposes provided and as may be permitted under applicable law. You agree further that you will not send us and will not disclose to us any sensitive categories of information unless required by us to provide the services for which you have contracted with us. Where you are providing us sensitive information about another person, you agree that you will have obtained and will maintain all necessary consents and authorizations necessary to share such information with us.

COOKIES AND WEBSITE USAGE

Our websites may use cookies to distinguish you from other users of our websites. This helps us to improve the functionality and content of the websites, including keeping our websites and records safe and secure, and to facilitate usage by you. We and our service providers may also use cookies and similar tracking tools for tailored advertising purposes

Some of our websites might use various analytics systems to help identify problems with our websites and/or to improve website usability and the overall customer experience. This may include recording of mouse clicks, movements and scrolling activity.

We may also automatically collect non-personal information about you such as the type of internet browsers you use or the website from which you linked to our website. We may also aggregate details which you have submitted to us. You cannot be identified from this information and it is only used to assist us in providing effective services, including in connection with this website.

Depending on the KHI entity and website, we may use performance and/or targeting cookies such as Google Analytics. For more information regarding our use of cookies, please review our Cookie Policy, as well as the information contained in the banners of our various websites, which provide the ability to on/off turn various cookies.

Where we have given you a password to access certain parts of our websites, or where you have chosen one for yourself, you are responsible for keeping that password confidential and for maintaining an adequate level of complexity for any password you have chosen for yourself. We ask you not to share a



password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to/from our websites — any transmission is at your own risk.

INFORMATION WE RECEIVE FROM OTHER SOURCES

We may receive information about you if you use any of the other websites we operate or the other services we provide. We also work closely with third parties (including, for example, business partners, sub-contractors, payment and delivery services, advertising networks, analytics providers, search information providers, and credit reference agencies) and may receive information about you from them.

CHILDREN'S ONLINE PRIVACY PROTECTION ACT (COPPA) COMPLIANCE AND RELATED INFORMATION

The Children's Online Privacy and Protection Act (COPPA) regulates online collection of information from persons under the age of 13. Please note that our websites are not intended for children under 13 years of age and we do not knowingly solicit data online from or market online to children under 13 years of age. If you are under the age of 13, please do not supply any personal information through the sites. Instead, please have your parent or guardian contact us immediately (Please see the "How to Contact Us" information below), so that we can remove such information from our files.

HOW DO WE USE THE INFORMATION ABOUT YOU?

We use your information as permitted by applicable law to provide you with information, process orders for products and services that you request from us, and administer or otherwise carry out our obligations in relation to any agreement you have with us.

This site uses an analytics to help improve usability and the customer experience. Analytics may record the browser used, language, city and country, service provider, session duration, count of page hits, current number of active users, session duration, bounce rates, device type and operating system. For more information or to opt-out, please read their privacy policy.

The Company retains your information for the period necessary to serve a legitimate purpose or as required by law. Examples of when and how we may need to use your data, including transferring it to affiliated entities and/or selected third party service providers, includes but is not limited to the following:



- Responding to inquiries: We may use your contact information, purchase history, account preferences, payment details, location, etc. to help answer your sales- and/or delivery-related questions, or to identify a product or service that is best suited to your needs or most convenient to your physical location.
- Contract fulfillment: We may use your contact information and billing details to execute our agreements with you and to maintain and/or assess our ongoing commercial relationship with you. Depending on the products and services requested, we may need to utilize your personal contact information, date of birth, passport details, visa/immigration information, sensitive information, payment details, health information, location, etc. to fulfill our contractual duties and provide the requested services.
- Product and service development and enhancement: We may use information such as your website activity, purchase history, account preferences, travel history, etc. to better understand the usage of our products and services and to help identify areas for development and enhancement.
- Marketing: We may also use this information to provide you with information about goods or services we feel may interest you. You may opt-out of receiving marketing and promotional messages from us, if those messages are powered by us, by following the instructions found in those messages. If you decide to opt-out you will still receive non-promotional communications relevant to your use of our goods or services.

If at any time you wish us to stop using your information for any of the above purposes, please contact us using the methods explained below. We will stop the use of your information for such purposes as soon as it is reasonably possible to do so, subject to legal and contractual restrictions.

HOW DO WE SHARE YOUR INFORMATION?

WE DO NOT SELL YOUR INFORMATION

We do not sell the personal information of any customer or vendor to third parties, and we also do not allow the third parties with whom we share your personal information to sell it. We do not sell the personal information of minors under sixteen (16) years of age. While we may be permitted to sell anonymized and de-identified data, as defined by applicable laws, note that such data can no longer



identify an individual.

HOW WE MAY SHARE/DISCLOSE YOUR INFORMATION WITH THIRD PARTIES

We may share your personal information with other members of our group of companies and with selected third parties for the performance of any contract we enter into with them or you, as well as to determine your satisfaction with the services and/or products that we may be providing you. These third parties will not use your personal information for any other purposes than what we have agreed to with them, and we request those third parties to implement adequate levels of protection in order to safeguard your personal information.

Since the Company operates globally, as noted above the data that we collect from you may be transferred to, and stored at, a destination outside of the country in which you reside (e.g. outside the US, UK, European Economic Area (“EEA”), Australia, Canada, etc.). For example, it may be processed by staff operating outside your country or region who work for us, our subsidiaries, or for one of our suppliers in relation to the fulfillment of your order or administration of your agreement (e.g. in the U.S., Costa Rica, etc.). While the information is under our control, the Company seeks to ensure that your personal information receives the same level of protection as it would had it stayed within your home country, including seeking to ensure that it is kept secure and used only in accordance with our instructions and for legitimate purposes.

CORPORATE TRANSACTIONS

In the event we go through a business transition, such as a merger, assignment, acquisition of another company, or sale of part or all of our assets(including due to a sale in connection with a bankruptcy), we may disclose your personal information to third parties and your personal data held may be among one of the assets transferred. We will require any such purchaser, assignee or other successor business entity to honor the terms of this Privacy Policy or those at least equal to it.

AGGREGATED, ANONYMIZED OR DE-IDENTIFIED INFORMATION

We may also automatically collect non-personal information about you such as the type of internet browsers you use or the website from which you linked to our website. We may also aggregate details which you have submitted to us. You cannot be identified from this information and it is only used to assist us in providing effective services, including in connection with the websites.



In some circumstances we may anonymize your personal information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you. This allows the specific information collected (name, email, address, phone number, etc.) to become anonymous, but allows us to keep the transaction or engagement data. For example, we will not be able to tell if John Smith registered for an event, but we will be able to tell that a person registered for an event and maintain headcount and transactional history. This will allow us to maintain a level of information that helps us develop and improve our sites products and services.

DISCLOSURE OF INFORMATION FOR LEGAL PURPOSES

We may disclose or share your personal information: to comply with a legal or regulatory obligation; to enforce or apply our terms of use and other agreements; to protect the rights, property, or safety of the Company, our customers, or others; or as otherwise permitted or required by law. This could include, for example, exchanging information with a law enforcement agency or regulator; or with companies and organizations for the purposes of fraud protection and credit risk reduction. Note that in certain jurisdictions we may also be permitted to use or disclose certain forms of government identifiers in compliance with local laws, such as under Australian law where we may be authorized to do so by or under an Australian law or a court/tribunal order, and/or when reasonably necessary to fulfill our obligations to a federal, state or territorial government agency.

HOW DO WE STORE AND PROTECT YOUR PERSONAL INFORMATION?

We will store your information only for the period required to serve a legitimate purpose or as required by law. In general, storage may be for the duration of our commercial relationship, for as long as you can bring a claim against us and for us to be able to defend ourselves, and/or for any period required by tax and other applicable laws and regulations. We will take a range of reasonable measures to protect your personal information and to store it in a secure environment, whether that is in paper and/or electronic form. We will also take reasonable steps to protect any personal information from misuse, loss and/or unauthorized access, modification, or disclosure. Authorized employees, representatives and agents will have access to your personal information for the purposes described in this Privacy Notice.



POTENTIAL RIGHTS UNDER COUNTRY-SPECIFIC DATA PRIVACY LAWS

Multiple countries have instituted their own data privacy laws that mandate certain rights. The rights that you may exercise under certain key jurisdictions are found below.

If you are eligible and wish to exercise the rights granted under any other applicable data privacy law (e.g. a subject access request), you may contact us using the details found below. Please note that we may not always be able to fulfill your request as there may be legitimate purposes, such as certain legal or statutory obligations, that require us to retain your information as stored or if we believe the change would cause the information to be incorrect.

COMPLAINTS

Please be aware that when we receive a formal written complaint regarding the processing of personal data, we try to resolve it directly with the person who has made the complaint. However, as necessary, we will work with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding our processing of personal data that we cannot resolve with a complainant directly.

If you are dissatisfied with how we have dealt with your personal information, or you have an issue with our compliance with applicable privacy laws, you may contact us using the contact details below. We will acknowledge your complaint and aim to resolve it as quickly as possible and within applicable statutory deadlines.

You may ultimately choose to raise your concern with the applicable data privacy regulator. Information on which agencies to contact in certain key jurisdictions are highlighted below.

UPDATES TO OUR PRIVACY POLICY

As appropriate, we may make changes to this Privacy Policy that will be posted online and, where appropriate, be sent to you by email. Please check back frequently to remain aware of any updates or changes to this Privacy Policy. We display an effective date on this Privacy Policy so that it will be easier for you to know when there has been a change. Your use of our sites and our services constitutes acceptance of the provisions of this Privacy Policy and your continued usage after such changes are posted constitutes acceptance of each revised Privacy Policy. If you do not agree to the terms of this Privacy Policy or any revised Privacy Policy, please exit the sites immediately. If you have any questions about this Privacy



Policy, the practices of the sites or your dealings with the sites, you can contact us by using the information provided below.

HOW TO CONTACT US

If you have additional questions, or believe you are eligible to submit a subject access request, you can reach us by email at privacy@msts.com, or contacting us by post at:

KROPP HOLDINGS, INC.

Attn: Legal Department, Privacy Officer

6450 Sprint Pkwy

Overland Park, KS 66211-1166

If you are dissatisfied with how we have dealt with your personal information, you may contact us using the contact details above. We will acknowledge your complaint and aim to resolve it as quickly as possible and within applicable statutory deadlines. Please be aware that when we receive a formal written complaint regarding the processing of personal data, we try to resolve it directly with the person who has made the complaint. However, as necessary, we will work with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding our processing of personal data that we cannot resolve with a complainant directly.

SPECIFIC JURISDICTION INFORMATION

EUROPEAN UNION GENERAL DATA PROTECTION REGULATION (“GDPR”)

Under the EU General Data Protection Regulation (“GDPR”), if you are a citizen or resident of a European Economic Area (“EEA”) country or Switzerland, you may have certain rights regarding your personal information, including:

- Right to access information maintained about you;
- Right to ensure your data is accurate and complete;
- Right to erasure, or the right to be forgotten;
- Right to restriction or suppression of personal data;
- Right to data portability;
- Right to withdraw consent if consent was previously provided; and
- Right to raise a complaint to the Information Commissioner’s Office.



If you make a request of us under the above rights, we expect to be able to respond to your request without charge as a general matter. However, we reserve the right to collect a reasonable charge when you request the transcription, reproduction or transmission of such information. We will notify you, following your request for transcription, reproduction or transmission of the appropriate amount that will be charged. You will then have the opportunity to withdraw your request after notification of the charge.

We rely on the following legal grounds to process your personal information, namely:

- Performance of a contract — We may need to collect and use your personal information, including sensitive information, to enter into a contract or to perform a contract that you, your company, or some other intermediary acting on your behalf has with us.
- Legitimate interests — We may use your personal information for our legitimate interests to improve our products and services. Consistent with our legitimate interests and any choices that we offer or consents that may be required under applicable laws, we may use technical information as described in this Privacy Policy and use personal information for our marketing purposes.
- Consent — Where required by applicable laws, we will rely on your consent for collecting your personal information. Except when otherwise permitted by law, we obtain the requisite consent prior to collecting and prior to using or disclosing your personal information. You may provide your consent to us orally, in writing, by electronic communication or any other means reasonably capable of conveying your consent. If necessary, we will obtain your express consent if we collect, use or disclose sensitive personal information in our capacity as a data controller. We may also share your data with third-party partners for whom you have given us consent. Your consent may be intrinsic to the circumstances such as in the case where you have already provided personal information to us and you maintain your relationship with us or where you provide our representatives with your contact details so that we can contact you. Except when otherwise permitted by law we will only use the data for the purpose for which it was given. From time to time, we may collect, utilize or disclose your personal information based on your consent and as otherwise permitted by law. When your consent is required, you may withdraw your consent at any time (unless withdrawing the consent would frustrate the performance of legal obligations)



upon providing to us a 30-day notice. However, the withdrawal of your consent may adversely affect our ability to provide our products and services to you and to maintain our relationship.

We will only process personal information for a specific purpose or for any other purposes specifically permitted by applicable data protection legislation.

If you are dissatisfied with how we have dealt with your personal information, please contact us at the details above so that we can try to find a solution. You may ultimately choose to raise your concern with the applicable data privacy regulator. For EEA countries and Switzerland, Data Protection Authority (DPA) contact details can be found [HERE](#).

AUSTRALIA

Under the Australian Privacy Act 1988 (Cth), if you are an Australian resident, you may have certain additional rights regarding your personal information, including, for example, the right to access and correct the information that we hold about you, and a general requirement to ensure the quality and accuracy of the personal information collected. You may request access to any of the personal information we hold about you at any time, but we may charge a fee for our costs of retrieving and supplying the information to you. If any of the personal information we hold about you is incorrect, inaccurate, or out of date, you may request that we correct it. We will generally rely on you to ensure the information that we hold about you is accurate and/or complete.

Access and correction requirements in the Australia Privacy Act 1988 (Cth) operate alongside and do not replace other informal or legal procedures by which an Australian resident can be provided access to or correction of his or her personal information, such as Australia's Freedom of Information Act 1982.

If you are dissatisfied with how we have dealt with your personal information, please contact us at the details above so that we can try to find a solution. You may ultimately choose to raise your concern with the applicable data privacy regulator. For Australia, the Office of the Information Commissioner may be contacted either via www.oaic.gov.au, by phone at 1300 363 992, or at GPO Box 5218 Sydney NSW 2001.

CANADA

Under the Personal Information Protection and Electronic Documents Act (Canada) or similar provincial laws in Canada, if you are a Canadian resident, you may have certain additional rights regarding your personal information, including, for example, the right to access and correct the information that we hold



about you, and a general requirement to ensure the quality and accuracy of the personal information collected. You may request access to any of the personal information we hold about you at any time, but we may charge a fee for our costs of retrieving and supplying the information to you. If any of the personal information we hold about you is incorrect, inaccurate, or out of date, you may request that we correct it. We will generally rely on you to ensure the information that we hold about you is accurate and/or complete. Multi Service Technology Solutions, Inc. (dba TreviPay) is the controller of personal information collected in connection with its offering of credit products in Canada. If you are dissatisfied with how we have dealt with your personal information, please contact us at the details above so that we can try to find a solution. You may ultimately choose to raise your concern with the applicable data privacy regulator. For Canada, the contact details for the Privacy Commissioner of Canada can be found at www.priv.gc.ca.

NEW ZEALAND

Under the New Zealand Privacy Act 1993, if you are a New Zealand resident, you may have certain additional rights regarding your personal information, including, for example, the right to access and correct the information that we hold about you, and a general requirement to ensure the quality and accuracy of the personal information collected. You may request access to any of the personal information we hold about you at any time, but we may charge a fee for our costs of retrieving and supplying the information to you. If any of the personal information we hold about you is incorrect, inaccurate, or out of date, you may request that we correct it. We will generally rely on you to ensure the information that we hold about you is accurate and/or complete.

If you are dissatisfied with how we have dealt with your personal information, please contact us at the details above so that we can try to find a solution. For New Zealand, the Privacy Commissioner may be contacted by the methods specified here: <https://www.privacy.org.nz/about-us/contact/>.

CALIFORNIA

Under the California Consumer Privacy Act of 2018 (CCPA), if you are a California resident, you may have additional rights regarding your personal information that are described in this section. We do not sell personal information to third parties. The types of personal information that we may collect from you will vary depending on the MSTS entity and/or the services you may engage us to provide. Under the CCPA,



the different categories of personal information we might collect including, but not be limited to: identifiers (e.g. contact information, government IDs, cookies); information protected against security breaches (e.g. name and financial account, social security number, username and password, or medical information); protected classification information (e.g. race, gender); commercial information; internet/electronic activity; geolocation; audio/video data; professional or employment related information; education information; biometrics; and inferences from the foregoing categories.

California residents who have provided their personal information to us have certain rights and may make various requests to exercise those rights under the CCPA. Qualifying individuals have the right, for example, to request: (i) information regarding the collection or disclosures and/or sale, if any, of their personal information to third parties; (ii) no more than twice every 12 month period, copies of personal information collected about them over the last 12 months; (iii) that we not sell their personal information to third parties, which we already do not do; and (iv) that such personal information be deleted under certain circumstances. Qualifying individuals also have the right not to be discriminated against because they exercised any of the rights provided for under the CCPA.

As a California resident, you have the right to designate an authorized agent to make a request under the CCPA on your behalf. By submitting sufficient and verifiable documentation (e.g. an agency form) along with your request, you can designate an authorized agent to make requests under the CCPA related to your personal information. To help better protect your personal data we can deny any request by an agent who does not submit sufficient proof that he or she has been authorized by you to act on your behalf.

Do Not Track (“DNT”) is an optional browser setting that allows you to express your preferences regarding tracking across websites. Most modern web browsers give you the option to send a Do Not Track signal to the websites you visit, indicating that you do not wish to be tracked. However, there is no accepted standard for how a website should respond to this signal, so we do not take any action in response to this signal. The Company does not have a mechanism in place to respond to DNT signals. Instead, in addition to publicly available third-party tools, we offer you the choices described in this Privacy Policy to manage the collection and use of information about you.

We do track some activity across websites (e.g. your search terms, the website you visited before you visited or used the services and other clickstream data) and we may continue to collect information in the



manner described in this Privacy Policy from web browsers that have enabled DNT signals or similar mechanisms.

We may need to collect additional information to verify the identity and legitimacy of the requesting party, and we will respond within 45 days of receiving such requests as required under the law. Such requests may be submitted to us using the contact details and methods described above.

If you are dissatisfied with how we have dealt with your personal information, please contact us at the details above so that we can try to find a solution. You may ultimately choose to raise your concern with the applicable data privacy regulator. For California, the Attorney General's office may be contacted via the details provided here.

(Remainder of page intentionally left blank. Signature page follows.)



UNDERSTANDING AND CONSENT

I understand, acknowledge and consent to the Privacy Policy.

Merchant

Signature

Print Name

Title

Date



TERMS AND CONDITIONS

Effective Date: February 10, 2025

INTRODUCTION

This website: www.seacardsys.com (the “Site”), is offered and made available to you (“User” or “you”), conditioned on your acceptance without modification of the terms, conditions, and notices contained herein, as the same shall constitute a binding agreement (the “Agreement”) between KROPP HOLDINGS, INC. and you. By accessing and using this Site, you agree to be bound to all such terms, conditions, and notices set forth in this Agreement. If you do not accept these terms and conditions, you must not access or use the Site in any manner. IF YOU ARE DISSATISFIED WITH THE TERMS, CONDITIONS, RULES, POLICIES, GUIDELINES, OR PRACTICES OF THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. KHI may revise this Agreement at any time by updating this posting. Use of the Site after such changes are posted will signify and constitute your agreement to these revised terms. You should visit this page periodically to review this Agreement. Any rights not expressly granted herein are expressly reserved by KHI.

I. PERMITTED USE OF THE SITE

(a) The User represents and warrants that he or she possesses the legal right and ability to enter into this Agreement and to use the Site in accordance with all terms and conditions herein. The User further agrees to be financially responsible for all use of the Site. The User may not assign, transfer, or sublicense his/her rights and obligations pursuant to this Agreement to any third party.

(b) The Site is for the User’s internal, non-commercial use only. The User agrees not to modify, copy, alter, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from the Site, whether in whole or in part, without KHI’s prior written approval.

(c) The User agrees not to use any robot, spider, other automatic device, or manual process to monitor or copy the Site or the Content (as defined below) contained therein or for any other unauthorized purpose without KHI’s prior written permission. The User agrees not to use any device, software, or routine to interfere with or attempt to interfere with the proper working of the Site or any activities conducted thereon. The User agrees not to take any action that imposes an unreasonable or disproportionately large



load on KHI infrastructure, bandwidth, and hosting capabilities. KHI reserves the right to investigate any illegal and/or unauthorized use of the Site, including, but not limited to, unauthorized framing of the Site or unauthorized use of any robot, spider, or other automated device, and to take appropriate legal action, including, without limitation, civil, criminal and injunctive redress.

II. COPYRIGHT AND TRADEMARK NOTICES; OWNERSHIP

(a) All Content of the Site is Copyright© KROPP HOLDINGS, INC. All rights reserved.

(b) KROPP HOLDINGS, INC and any other names, logos, designs, or marks of KHI referenced on the Site are the service marks or registered service marks of KHI. Unless otherwise indicated, all service marks, trademarks, and logos, whether registered or not, as well as trade dress located on the Site, are the sole and exclusive property of KHI. Other product and company names mentioned herein may be the trademarks of their respective owners.

(c) All materials displayed or otherwise accessible through the Site, including, without limitation, news articles, text, photographs, images, illustrations, audio clips, video clips, computer software, and code (collectively, the “Content”) are protected under United States and foreign copyright or other laws, and are owned by KHI, its licensors or the party accredited as the provider of the Content. In addition, the Site is protected under copyright law as a collective work and/or compilation pursuant to United States and foreign laws. You shall abide by all additional copyright notices, information, and restrictions on or contained in any of the Content accessed through the Site.

(d) The Defense Logistics Agency is the owner of registered trademarks AIR CARD® and SEA CARD®. All third-party trademarks referenced by KHI are the property of their respective owners. The content of the Site does not constitute an endorsement or an approval by the Federal Government, or any of its affiliates or entities, with respect to any of the products or services of Kropp Holdings Inc. The Federal Government bears no responsibility for the accuracy, legality, or content of this website or for that of any links contained herein.

III. CURRENCY CONVERSION

From time to time, the Site may provide and list fees, rates, and prices for KHI’s goods, offerings, products, and services. If and to the extent prices are set forth in United States currency, such rates are based on various publicly available sources. Rates are not verified as accurate, and actual rates may vary. Currency



quotes, if available, are not updated every day. The information supplied by KHI is believed to be accurate, but KHI and/or its suppliers do not warrant or guarantee such accuracy. When using this information for any financial purpose, KHI advises the User to consult a qualified professional to verify the accuracy of the currency rates. KHI and/or its suppliers do not authorize the use of this information for any other purposes, except for personal use, and prohibit, to the maximum extent permitted by applicable law, the resale, redistribution, and use of this information for commercial purposes.

IV. FORWARD LOOKING STATEMENTS

The Site contains forward-looking statements concerning KHI. These forward-looking statements only speak as of the date indicated, or, if no such date is indicated, as of the date such statements are posted to the Site. Actual results could differ materially from those described in any forward-looking statements. KHI expressly disclaims any obligation to update, amend, supplement, or otherwise revise any forward-looking statements contained in the Site to reflect events or circumstances that may arise after the date indicated, except as otherwise required by applicable law.

V. LINKS TO THIRD PARTY SITES

The Site may contain links and pointers to Internet sites maintained by third parties. KHI does not operate or control, in any respect, any information, products, or services on such third-party sites. Third-party links and pointers are included solely for the convenience of users and do not constitute any endorsement by KHI and/or its suppliers. You assume sole responsibility for the use of third-party links and pointers.

VI. USE OF INFORMATION

(a) The manner by which KHI manages the privacy of its users' information is set forth in the KHI Privacy Policy which can be accessed [here](#).

(b) Any communications the User sends to the Site or otherwise to KHI by electronic mail are on a non-confidential basis at all times, and KHI is under no obligation to refrain from reproducing, publishing, or otherwise using such communications in any way and for any purpose. KHI shall be free to use the content of such electronic mail communications, including any ideas, inventions, concepts, techniques, or know-how disclosed therein, for any purpose, including the developing, manufacturing, and/or marketing of goods or services, and no consideration whatsoever shall be due the User arising from KHI's use of same.

(c) The information provided on the Site is provided solely for reference and informational purposes, and



should not be relied upon in connection with any investment decision. The information provided on the Site does not constitute an offer to sell or the solicitation of an offer to buy any securities.

(d) In addition to the foregoing, the information contained on the Site is not intended to provide legal, accounting, tax, investment, financial, medical, or other advice to you, and you should not rely upon the information to provide any such advice.

VII. USE OF INTERACTIVE SITE FEATURES

(a) To the extent the Site contains bulletin boards, chat rooms, surveys, feedback pages, or other communication facilities (collectively, “forums”), the User agrees to use such forums only to send and receive messages and material that are proper and related to the particular forum. By way of example, and not as a limitation, the User agrees that when using a forum, the User shall not:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, distribute, or disseminate any defamatory, infringing, obscene, indecent, or unlawful material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless the User owns or controls the rights thereto or has received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer.
- Delete any author attributions, legal notices, proprietary designations, or labels in any file that is uploaded.
- Falsify the origin or source of software or other material contained in a file that is uploaded.
- Advertise or offer to sell any goods or services, or engage in surveys, contests, or chain letters for any commercial purpose.
- Download any file that the User knows, or reasonably should know, cannot be legally distributed via the Site.

(b) The User agrees to (as available) send and receive electronic mail, engage in conferences and chats, download and upload files, and otherwise use the Site only as permitted by these terms and conditions,



any additional policies or procedures published in the Site from time to time by KHI, and in accordance with applicable law. KHI reserves the right for any reason to remove without notice any Content from the Site, including, without limitation, information posted by users on any of the forums made available by KHI.

(c) KHI reserves the right to deny, in its sole discretion, any user access to the Site or any portion thereof without notice. KHI reserves the right to edit any notices or postings for clarity and length. The User acknowledges that chats, conferences, bulletin boards, and any other such communications forums hosted by and made available on the Site are public and not private communications. Further, the User acknowledges that chats, postings, conferences, and other communications by other users are not endorsed by KHI, and such communications shall not be considered reviewed, screened, or approved by KHI.

(d) By posting or uploading any submissions to the Site, the User grants KHI a royalty-free, perpetual, non-exclusive, irrevocable, unrestricted, worldwide license to:

- (i) use, reproduce, store, adapt, translate, modify, make derivative works from, transmit, distribute, publicly perform or display such submissions for any purpose; and
- (ii) to sublicense to third parties the unrestricted right to exercise any of the foregoing rights. In addition to the grant of the above license, the User hereby (A) agrees to waive all moral rights in any submission in favor of KHI; (B) consents to his/her name, address and email appearing as the contributor of any submission, where applicable, and to the disclosure and/or display of such information and any other information which appears in or is associated with a submission; (C) acknowledges and agrees that KHI is not responsible for any loss, damage, or corruption that may occur to the User's submissions; and (D) acknowledges and agrees that any submissions he/she delivers to KHI and/or display on or via the Site will be considered non-confidential.

VIII. INDEMNIFICATION

As a condition of use of the Site, the User agrees to indemnify KHI, its officers, directors, employees, agents, and suppliers from and against any and all liabilities, expenses (including attorney's fees), and damages arising out of claims resulting from the User's use of the Site, including without limitation, any claims alleging facts that if true would constitute a breach by the User of these terms and conditions.



IX. DISCLAIMER; LIMITATION OF LIABILITY

(a) The information, software, products, and services published on the Site may include inaccuracies or typographical errors. Changes are periodically added to the information herein. KHI and/or its suppliers may make improvements and/or changes in or to the Site at any time. KHI and/or its suppliers make no representations about the suitability of the information, software, products, and services contained on the Site for any purpose. All such information, software, products, and services are provided “as is” and “as available” without warranty of any kind.

(b) KHI and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement. BY ACCESSING AND USING THE SITE, YOU ACKNOWLEDGE AND AGREE THAT USE OF THE SITE AND THE CONTENT IS ENTIRELY AT YOUR OWN RISK.

(c) SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL KHI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGES IN THE NATURE OF OR RELATING TO LOST BUSINESS, LOST SAVINGS, LOST DATA AND/OR LOST PROFITS, REGARDLESS OF THE CAUSE AND WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR OTHERWISE RELATED TO THE USER’S USE OF THE SITE. THE FOREGOING LIMITATION SHALL APPLY EVEN IF KHI KNEW OF OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

(d) IN NO EVENT SHALL KHI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, BE LIABLE FOR DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEEDING ONE HUNDRED (US\$100.00) U.S. DOLLARS EVEN IF KHI HAS BEEN ADVISED OR OUGHT TO HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

(e) KHI HEREBY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS OR CONDUCT OF ANY THIRD-PARTY USER OF THE SITE OR ANY ADVERTISER OR SPONSOR OF THE SITE (COLLECTIVELY, “THIRD-PARTY USER”). UNDER NO CIRCUMSTANCES SHALL KHI AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS LICENSORS, BE LIABLE FOR ANY INJURY, LOSS, DAMAGE (INCLUDING SPECIAL,



INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES) OR EXPENSE ARISING IN ANY MANNER WHATSOEVER FROM (I) THE ACTS, OMISSIONS OR CONDUCT OF ANY THIRD-PARTY USER; AND (II) ANY USE OR INABILITY TO USE ANY MATERIALS, SOFTWARE, CONTENT, GOODS OR SERVICES LOCATED AT OR MADE AVAILABLE AT ANY WEB SITE LINKED TO OR FROM THE SITE.

X. EXPORT RESTRICTIONS

(a) The User may not access, download, use or export the Site, or the Content provided on or through the Site, in violation of U.S. export laws or regulations, or in violation of any other applicable laws or regulations.

(b) The User agrees to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority, and not to directly or indirectly provide or otherwise make available the services and products of KHI in violation of any such restrictions, laws or regulations, or without all necessary approvals, including, without limitation, for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction and of missile technology.

Neither the services, products, or offerings of KHI nor the underlying information or technology contained within the Site may be downloaded or otherwise provided or made available, either directly or indirectly,

(a) into Cuba, Iran, North Korea, Sudan, Syria or any other country subject to U.S. trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Denial Orders. By agreeing to this Agreement, the User agrees to the foregoing and warrants that he/she is not located in, under the control of, or a national or resident of any such country or on any such list.

XI. COPYRIGHT NOTICES

(a) KHI respects the intellectual property rights of others, and it asks Users using the Site to do the same.

(b) The User must promptly notify KHI if any claim or demand is made or action brought against the Merchant for infringement or alleged infringement of any Intellectual Property Right with regard to AIR CARD® or SEA CARD® that may affect the use or possession of the merchandise, products, and services, or which may affect the provision of these services.



(c) If you believe that your copyrighted work has been copied and is accessible on the Site in a way that constitutes copyright infringement, please send a written notice to KHI's Copyright Agent providing the following information:

- The electronic or physical signature of the owner of the copyright or the person authorized to act on the owner's behalf
- A description of the copyrighted work that you claim has been infringed and a description of the infringing activity
- A description of where the material that you claim is infringing is located, such as the URL where it is posted
- Your name, address, telephone number, and email address
- A statement by you that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf

KHI Copyright Agent for notice of claims of copyright infringement can be reached as follows:

KROPP HOLDINGS, INC.

Attn: Legal Department

6450 Sprint Pkwy

Overland Park, KS 66211-1166

XII. GENERAL

(a) KHI reserves the right to make any and all changes to the Site at its sole discretion without notice to the User.

(b) KHI reserves the right to deny access to the Site to anyone at anytime.

(c) This Agreement shall be deemed to include all other notices, policies, disclaimers, and other terms contained on the Site; provided, however, that in the event of a conflict between such other terms and the terms of this Agreement, the terms of this Agreement shall control.

(d) This Agreement is governed by the laws of the State of Kansas, U.S.A., without reference to conflicts



of laws provisions. The User consents to the exclusive jurisdiction and venue of courts in Johnson County, Kansas, U.S.A. for all disputes arising out of or relating to the use of the Site.

(e) Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

(Remainder of page intentionally left blank. Signature page follows.)



UNDERSTANDING AND CONSENT

I understand, acknowledge and consent to the Terms and Conditions.

Merchant

Signature

Print Name

Title

Date
