



AGREEMENT FOR PAYROLL DEDUCTION PURCHASE PROGRAM
BETWEEN

PURCHASING POWER, LLC and EMPLOYER (as identified on page 1 of application)

Employer agrees to establish a voluntary employee purchase program (the "Program") under which its eligible employees ("Employees") may purchase computers, electronics, home appliances, furnishings, and other products from Purchasing Power, LLC (hereinafter referred to as "PP") and make payments for their purchases over time by payroll deduction. Accordingly, Employer and PP agree as follows (wherever Employer or PP are mentioned, it shall also include their designated administrator/agent/representative(s)):

1. **TURNOVER/ELIGIBILITY.** Employer agrees to provide PP with data concerning turnover and employees which will allow PP to set reasonable eligibility/participation criteria, authenticate eligible Employees and administer the Program. Turnover data will be provided in the initial application and upon request on an annual basis, and eligibility data will be provided on the frequency mutually agreed during implementation of the Program (weekly preferred but at least monthly). All such data received from Employer shall be held in strict confidence in accordance with Section 8 below.

2. **PROGRAM AWARENESS.** PP will generate awareness of the Program for eligible Employees via print and digital methods and select events. A launch communications plan for Employees shall be mutually agreed during the implementation process which may include the methods set forth on the attached Addendum A, provided that such plans will include, at a minimum, cobranded email messages and print materials to inform and educate Employees about the Program. From time to time PP may refer to Employer as its client in individual sales presentations to potential clients, *provided, however*, that PP will not list Employer on its website, reference Employer in any press release or make any other public announcement referencing Employer. All other communications/materials using the Employer's name and/or logo will require Employer's prior approval, provided that such approval may be provided to PP during an annual planning session.

3. **PAYROLL DEDUCTION.** Employer agrees to honor and administer all requests from Employees (a "Participant") for periodic payroll deductions on all pay cycles for the payment of purchases as specified by Participant, whether the request comes from the Participant directly or through a designated administrator/agent.

4. **REPORTING.** PP agrees to submit to Employer periodic statements indicating the payment amounts to be deducted from each Participant's payroll. Employer agrees to withhold deductions authorized by its Employee/Participants and to remit to PP all payroll deductions accumulated on behalf of each Participant in the amounts indicated in their periodic statements furnished to Employer by PP. All deductions will be remitted to PP as soon as possible after the respective payroll date and on the schedule established during the implementation process, but no later than thirty (30) days after the respective payroll date. Deductions missed because of insufficient pay, leave of absence, or termination will be administered in accordance with applicable law, payroll system capabilities and policies established during the implementation process.

5. **TERM/TERMINATION.** The term of this Agreement shall be for one year and shall automatically renew for one-year periods on the anniversary date hereof unless a party provides ninety (90) days' prior written notice of non-renewal to the other party at the address set forth below or current business address to the attention of the Chief Legal Officer/General Counsel. Following PP's receipt of any notice of non-renewal or termination, PP may stop accepting new orders from Employees, and following the effective date of any non-renewal or termination by either party, PP shall immediately stop accepting new orders from Employees and Employer agrees to continue processing deductions for those purchases made prior to non-renewal or termination of this Agreement until paid in full.

6. **NOTIFICATION.** If an Employee is not eligible for payroll deductions or terminated from his or her employment, Employer agrees to notify PP as soon as reasonably practical (typically by providing an updated eligibility file to PP before next pay cycle).

7. **RESPONSIBILITY.** Employer is not responsible for the payment of any Employee/Participant purchase after the termination of employment, *provided*, that all or substantially all of the Employees were not terminated in connection with an asset sale, acquisition or business combination of Employer. Employer shall be responsible for all funds which were or should have been deducted from such Employee's/Participant's payroll prior to the date of such termination. Employer assumes no other responsibility except as stated herein.

8. **CONFIDENTIALITY.** PP agrees that all information, records and other material provided by Employer in connection with the implementation and performance of the Program, including information and records concerning the Employees of Employer, shall be treated as the proprietary and confidential information of Employer, and PP, its employees and officers will not disclose any such confidential and proprietary information to any other person without the express prior written consent of Employer, except as necessary or appropriate in accordance with the provisions hereunder, to facilitate financing transactions or as required by law or regulation.

9. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

Employer: _____

By: _____

Name: _____

Title: _____

Date: _____

Employer Address: _____

Purchasing Power, LLC

By: _____

Name: Assad Lazarus

Title: Chief Commercial Officer

Date: 06/09/2025

2727 Paces Ferry Road SE
Building 2, Suite 1200
Atlanta, Georgia 30339
(404) 609-5100

Addendum A: Awareness/Communication

Employer and PP will work together to generate Program awareness through several co-branded methods, which include the following. Costs for these programs will be covered by PP.

Launch Awareness

- On-site collateral: Co-branded or PP branded communication materials to be posted on-site to introduce PP as a new voluntary benefit (posters, flyers, floor decals, in-person awareness support)
- Direct mail: A Co-branded or PP branded Client Launch 3-piece mailer series and automated newly eligible mailer for distribution to the homes of eligible employees explaining the Program
- Launch Email: Co-branded 'Coming Soon' and 'Launch Announcement' email to be sent by the Employer to the employee population announcing the new benefit
- Benefit Portal/Intranet: Inclusion in the Employers Benefit Portal and internal communication channels (as applicable); placement and wording will be mutually agreed upon.
- Webinar Training: webinar & collateral explaining PP to Employer HR business partners
- Program Launch contests/campaigns: Programs mutually agreed upon to generate awareness

Launch Communication Timelines

Days Prior to Launch	Audience
45 days prior	Communication to HR Leadership announcing Program and communication plan
30 days prior - up to 3 sessions	WebEx Communications to HR business partners; Review and Approval target for Direct Mail Series
15 days prior	Pre-Launch email reminder to HR, People Leaders, Supervisors
5 days prior	Email – Pre-announcement to Employees, "Coming Soon..."
Day of launch	Welcome Email announcement to Employees
Week of launch	Initial New Client Launch Direct Mail Piece to hit homes Followed by Piece B and Piece C in the next four-month period

Ongoing Awareness/Communication (costs are covered by PP)

Employer will participate in the following Awareness Program:

- Direct mail: Co-branded or PP branded Program Awareness mailers sent throughout the year (e.g., Holiday season, Spring campaign, Back-to-School, new eligible employees, etc.)
- Annual enrollment: include the Program in Employer's annual enrollment process

Employer may also participate in the following Awareness Programs:

- Financial Wellness education/awareness ongoing communications
- Webinars: Live or recorded webinars explaining Purchasing Power (PP) to employees
- Benefits Packets: PP information included in any distributed (hard copy or digital) benefits packets
- On-site Events/Benefit Fairs: PP may provide on-site representation with giveaways, communications collateral and/or materials as mutually agreed by the parties.
- Program Participation: PP will be open to participating and adding value to Employer programs including Volunteer Days, Return-to-Office, Charity Events, Wellness Programs, etc.

The Employer understands and agrees that Purchasing Power may utilize segmentation and testing methodologies to deliver the most relevant content and offers to individual Employees. Purchasing Power may decide to limit the amount of communications to Employees that appear to be less likely to utilize the Program through data modeling (including skipping mailings) and may utilize other means for communicating the Program to the general employee populations.