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Presiding Judge: HON. KATHRYN GABHART (614428)

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COMMONWEALTH OF KENTUCKY
SCOTT CIRCUIT COURT
DIVISION _____
CIVIL ACTION NO. _____

COMMONWEALTH OF KENTUCKY, ex rel.
RUSSELL COLEMAN, ATTORNEY GENERAL **PLAINTIFF**

v.

SNAP RTO LLC

SNAP FINANCE LLC **DEFENDANTS**

ASSURANCE OF VOLUNTARY COMPLIANCE

Pursuant to KRS 367.230, the Assurance of Voluntary Compliance (AVC) attached hereto is provided to the Commonwealth of Kentucky, ex. rel. Russell Coleman, Attorney General by Snap RTO LLC and Snap Finance LLC ("Snap," and together with the Participating States, the "Parties").

WHEREFORE, the requirements of KRS 367.230 having been met, and the Court being well and sufficiently advised, and the Court having jurisdiction and venue pursuant to KRS 367.230, the Assurance of Voluntary Compliance attached hereto is hereby approved. The amount now payable to the Commonwealth of Kentucky pursuant to the Assurance of Voluntary Compliance is $150,000.00 for the recovery of the reasonable costs of investigation/litigation undertaken by the Kentucky Attorney General's Office.

DATE: _____

_____
JUDGE, SCOTT CIRCUIT COURT

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KENTUCKY SPECIFIC PROVISIONS REGARDING THE FILING OF THE ASSURANCE

In relation to the filing of the Assurance in the applicable court in the Commonwealth of Kentucky as required by statute, Snap waives notice and service of process regarding the filing of the Assurance, and does not object to the court's approval and entry of this Assurance. Snap also does not object to the ex parte submission and presentation of this Assurance by the Kentucky Attorney General's Office to the court.

Filed by: */s/ Kristen De La Garza*

Kristen De La Garza
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ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance ("Agreement") is made and entered into this 21st day of October, 2026 (hereinafter, the "Effective Date"), by and between the Attorneys General of Arkansas, Florida, Georgia, Idaho, Iowa, Kansas, Kentucky, Louisiana, Mississippi, Missouri, Nebraska, North Dakota, Oklahoma, Texas, Utah, West Virginia, and Wyoming (hereinafter, the "Participating States") and Snap RTO LLC and Snap Finance LLC ("Snap," and together with the Participating States, the "Parties").

WHEREAS, the Attorneys General for the Participating States conducted investigations of Snap's alleged past practices in connection with Rental-Purchase Agreements executed in the Participating States and whether such alleged past practices were consistent with the respective laws of the Participating States; and

WHEREAS, Snap has cooperated with the Participating States' investigation and is entering into this Agreement to resolve the investigation without admitting or denying any factual allegations by the Attorneys General or admitting that it has violated the laws of any Participating State, the laws of any other state, and/or federal law.

NOW, THEREFORE, in exchange for the mutual obligations described below, Snap and the Attorneys General for the Participating States hereby enter into this Agreement.

I. DEFINITIONS

For the limited purposes of this Agreement, and in addition to the definitions set forth in the preamble and elsewhere in this Agreement, capitalized terms shall have the following definitions and meanings, or such definitions and meanings as are accorded to them elsewhere in this Agreement.

A. "***Cash Price***" shall mean the "cash price" as defined by the applicable state statute identified in Appendix 1 and/or as defined by the RPA in a manner consistent with the law of the applicable Participating State.

B. "***Clearly and Conspicuously***" shall mean a statement that, regardless of the medium in which it is made, is readily understandable and presented in such size, color, contrast, duration, and location, compared to the other information with which it is presented, that it is readily apparent, readable, and understandable.

C. "***Consumer***" shall mean (1) any person to whom Snap rents or has rented Property pursuant to an RPA executed in a Participating State; (2) any person who submitted an RPA application to Snap in a Participating State; or (3) any person to whom Snap offers or advertises, or has offered or advertised, an RPA in a Participating State.

D. "***Consumer Reporting Agency(ies)***" shall have the meaning provided in 15 U.S.C. § 1681a(f).

E. "***Covered Conduct***" shall mean Snap's acts and practices relating to any aspect of Snap's RPA transactions with Consumers, including, without limitation: (1) advertising of, or advertising related to, RPA transactions; (2) the content of, and process relating to the review, completion, and execution of, Consumer applications and RPAs; (3) Consumer disclosures and consents; (4) collection practices; (5) termination, returns, surrenders, payments, maintenance, and other servicing practices; (6) consumer reporting practices; and (7) Merchant oversight, training, and compliance.

F. "***Credit Rating***" refers to any assessment of a Consumer's creditworthiness, including "credit scores," in each case as determined by Consumer Reporting Agencies.

G. "***Early Purchase Option***" shall mean an arrangement under which a Consumer can make a lump sum payment, or series of payments, that sum to a specified purchase price in exchange for a discount on the Consumer's remaining total of payments due under the RPA.

H. "***Executive Committee***" shall mean the Offices of Attorneys General of Iowa and Nebraska.

I. "***Full Term***" shall mean the maximum amount of time, typically expressed in terms of months (e.g., 12 months), it would take for a Consumer to acquire ownership of the Property that is the subject of an RPA if the Consumer makes all renewal payments as set forth in the executed RPA.

J. "***Implementation Date***" shall mean 180 days from the Effective Date.

K. "***Merchant***" shall mean any merchant that Snap has authorized to communicate, in-store and/or online, the potential availability of Snap's RPAs to the Merchant's Consumers.

L. "***Merchant Portal***" shall mean a website, webpage, application, or other online or digital account whereby Snap provides certain Merchants with information about its RPAs. For the avoidance of any doubt, this definition shall not be construed as a requirement for Snap to have a Merchant Portal.

M. "***Property***" shall mean the property leased or advertised to be leased from Snap pursuant to an RPA.

N. "***Rental-Purchase Agreement***" or "***RPA(s)***" shall mean any agreement which is subject to the Rental-Purchase Agreement Acts or similarly named statutes identified in Appendix 1, including any agreement presented by Snap to Consumers as, and the express terms of which provide that it is, a "rent-to-own", "rental-purchase", "RTO", "lease-to-own", "lease-purchase", "LTO", or similar agreement.

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O. "***Right to Terminate***" shall mean a Consumer's right to terminate their RPA with Snap at such time(s) and under such conditions as are permitted in the relevant RPA Act or similarly named statute identified in Appendix 1 and specified in the RPA.

P. "***Settlement Amount***" shall mean the sum of the amounts identified in Sections X(A) and X(C).

Q. "***Snap***" shall mean Snap Finance LLC and Snap RTO LLC, and any of their predecessors, successors, and assigns; *provided, however,* "Snap" shall not be deemed to include any Merchants.

R. "***Surrender***" shall mean, in connection with a Consumer exercising their Right to Terminate, to return or make available to Snap the Property leased under an RPA in a manner consistent with the terms and conditions of the Consumer's RPA.

S. "***Total Cost***" shall mean the total potential cost of all lawful rental payments and fees permitted by a Snap RPA if the Consumer pays any lawfully required processing or similar fee and makes all initial and lease renewal payments on time for the Full Term.

II. APPLICATION

Limitation to RPAs. The provisions set forth in Sections III to VIII of this Agreement apply only to RPAs offered or executed in the Participating States and apply only to Snap's RPA business practices in the Participating States.

III. INITIAL AND ANNUAL MERCHANT RPA TRAINING

A. ***Initial and Additional Training***. Following the Implementation Date, Snap shall provide any new Merchants with initial training. For existing Merchants who have a then-current authorization to initiate RPA transactions, Snap shall provide such Merchants with additional training as reasonably required in response to complaints and other material risk events identified by Snap. As determined by Snap, the training may be in-person, virtual, pre-recorded, in writing or any combination thereof, including training and materials posted on any Merchant Portal, to the extent Snap has a Merchant Portal when the training is provided. Snap shall make reasonable efforts to require that an initial training be conducted prior to the Merchant communicating the potential availability of Snap's RPAs to consumers. Snap shall appropriately monitor complaints about Merchants' communications about Snap RPAs and shall determine an appropriate course of action to address any material risk identified by Snap. At the sole discretion of Snap, an appropriate course of action may include, without limitation, additional Merchant training, Merchant audits, Merchant suspensions, or Merchant terminations.

B. ***Content of Training***. In establishing the content of its training, Snap shall tailor the content of the training to the channel in which the Merchant operates giving due consideration to varying levels of interactions with consumers. By way of example, E-commerce Merchants have almost no face-to-face interactions with consumers and would not be expected to respond immediately to consumer questions about Snap RPAs; however, E-commerce Merchants may

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place banners or advertisements on their websites, so tailored training on these activities may be necessary. Snap shall address all information the Merchant reasonably needs to know to perform the function the Merchant is expected to perform. Snap shall provide its contact information to all brick-and-mortar Merchants to allow them to ask questions regarding Snap's RPA transactions and to allow them to direct Consumers to contact Snap with questions.

C. ***Training Records***. Snap shall establish policies that require Merchants to maintain records of the name of each employee who has been trained and the date of each employee's training and to provide confirmation of such training to Snap upon request, *provided however*, that if training is provided through the Merchant Portal (or other system used by Snap) and if the Merchant Portal (or other system used by Snap) retains such records, Merchants shall not be separately required to maintain training records. Snap shall retain training records provided by Merchants, or available through the Merchant Portal or other system used by Snap, for at least four years after the date of the training or for such additional time as may be required by law, whichever comes later in time.

D. ***Merchant Portal***. Snap shall make all then-current written or recorded Merchant training materials available in a location that is easily accessible for Merchants, such as the Merchant Portal.

E. ***Updates to Merchant Guidelines***. At least annually, Snap shall review its Merchant guidelines for compliance with this Agreement and update those materials as necessary to bring them into compliance with this Agreement. If Snap modifies a material financial term of an RPA offered at a brick-and-mortar Merchant, Snap will notify the brick-and-mortar Merchant of the change and such notification may be made in-person, electronically or by other reasonable means.

IV. RPA ADVERTISING

A. ***Cash Payoff and Same as Cash***. Snap's advertising in the Participating States shall not represent, express, or imply that Consumers will only pay the Cash Price pursuant to Snap's RPAs. For the avoidance of any doubt, this provision includes, but is not limited to, a prohibition on Snap using the following advertising slogans or phrases in connection with advertising its RPAs: "cash option"; "cash payoff"; "same as cash"; or "no additional fees required"; *provided, however*, that subject to the terms and conditions of Section IV(B) Snap shall be permitted to advertise "cash option," "cash payoff," "same as cash," "no additional fees required," and similar terms when advertising an Early Purchase Option if the Early Purchase Option price does not exceed the Cash Price.

B. ***Early Purchase Option(s)***. Snap's advertising in the Participating States shall not represent, express, or imply that the time to acquire ownership of Property under its RPAs is less than the Full Term (e.g., 12 to 18 months), unless the same advertisement Clearly and Conspicuously discloses all of the following: (1) the approximate length of the most common Full Term (e.g., 12 to 18 months) if the Consumer does not elect an Early Purchase Option; (2) that the Total Cost of the Full Term is higher than the cost of the Early Purchase Option(s); and (3) how Consumers can elect an Early Purchase Option; *provided, however*, that Snap's obligations to disclose the aforementioned information in the same advertisement shall not apply to advertisements whereby Snap advertises only the availability of Early Purchase Options without

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specifying a time period for those options that are shorter than the Full Term. As to such advertisements, Snap may instead disclose the aforementioned terms and conditions of the Early Purchase Option(s) by Clearly and Conspicuously indicating that terms and restrictions apply (including but not limited to the need for a Consumer to elect such option) and directing the Consumer to the terms of the RPAs or providing a link to further material information about such terms and restrictions.

C. ***Loans/Credit/Financing***. Snap shall not in advertising in the Participating States represent, express, or imply that its lease-to-own financing is a "loan" or a "credit transaction." Snap shall not in advertising in the Participating States use the term "finance" or "financing" with respect to an RPA unless the same advertisement also Clearly and Conspicuously includes the term "lease", "rent-to-own", "lease-to-own", or similar phrases within close proximity to the first occurrence of the term "finance" or "financing." For the avoidance of any doubt, the obligation in the preceding sentence is not triggered merely by reference to the name "Snap Finance" in a consumer-facing advertisement.

D. ***Credit Ratings***. Snap's advertising in the Participating States shall not misrepresent, expressly or impliedly, that applying for its RPAs or utilizing its RPAs will help Consumers increase their Credit Rating.

V. DISCLOSING RPA TERMS

A. ***Pre-Execution Disclosures.*** Snap shall disclose all terms of its RPAs required to be disclosed to Consumers before Consumers execute their RPA in a manner consistent with the applicable Rental-Purchase Agreement Act or similarly named statute identified in Appendix 1. For avoidance of any doubt, this provision does not apply to advertisements.

B. ***Pre-Execution Review.*** Snap is prohibited from using any practice or method that would allow Consumers to electronically sign RPAs without having an opportunity to fully review the same, in advance of signing.

C. ***E-Version of Signed RPA.*** Following the execution of the RPA, Snap shall promptly make the RPA accessible to the Consumer to access and retain in a manner consistent with the applicable Rental-Purchase Agreement Act, the Electronic Signatures in Global and National Commerce Act or other applicable statute. Additionally, Snap shall send a link the Consumer can use to access and download the executed RPA in a text message to the cell phone number provided by the Consumer and/or in an email to the email address provided by the Consumer.

D. ***Pre-Execution Disclosure of Total Cost.*** Snap shall disclose the Total Cost of its RPAs within the RPA in accordance with the applicable state law identified in Appendix 1. For the avoidance of any doubt, this provision requires that in any disclosure by Snap of the cost to acquire ownership of the Property before execution of such Consumer's RPA, Snap shall disclose the Total Cost to such Consumer more prominently than any other lower cost that such Consumer may incur under an Early Purchase Option; *provided, however*, that this provision does not apply to advertisements. For the avoidance of any doubt, if Snap discloses the Total Cost and any other potential lower costs via a list format, Snap may comply with this Section by listing the Total Cost prior to any other potential lower cost under an Early Purchase Option, as long as the Total Cost

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is otherwise at least just as visible to the Consumer as the lower cost(s) (e.g., in at least the same font size and not obscured by pop-ups).

E. ***Post-Execution Display of Remaining Total of Payments.*** In any written disclosure by Snap of the remaining cost to acquire ownership of the Property after execution of such Consumer's RPA, Snap shall disclose the remaining Total Cost at least as prominently as the lowest cost available Early Purchase Option.

VI. CONTENT OF RPAs

The content of Snap's RPAs shall conform to the requirements and prohibitions of the applicable Rental-Purchase Agreement Act or similarly named statute identified in Appendix 1, including the requirements and prohibitions described in this Section.

A. ***RPA Act Compliance***. Snap shall comply with all provisions of the Rental-Purchase Agreement Acts or similarly named statutes identified in Appendix 1 as applicable to the content of RPAs including, but not limited to, the following:

1. Any limitation on the cost of lease services;

2. The disclosure of the Cash Price in connection with RPAs;

3. Any required itemization of certain amounts and charges in connection with RPAs;

4. Any requirements as to font size and type of certain disclosures in connection with RPAs;

5. Any requirement to include an Early Purchase Option or lease renewal payment chart to accompany the RPA;

6. Any prohibitions on the inclusion of certain terms and provisions in RPAs; and

7. Any requirement to stamp or affix certain "price tag" disclosures to the Property; *provided, however*, that Snap may satisfy such requirements by Clearly and Conspicuously making such disclosures through an electronic or digital format to the Consumer's own electronic device before execution of the RPA.

B. ***Right to Terminate; Surrender Process***. Snap's RPAs shall disclose how a Consumer can exercise their Right to Terminate consistent with Section VIII of this Agreement. For the avoidance of any doubt, this provision includes, but is not limited to, a prohibition on Snap defining "return" or "surrender" in such a way as to deny Consumers the Right to Terminate. Snap's RPAs shall include one of the following statements (or equivalent language consistent with the applicable Rental-Purchase Agreement Act or similarly named statute identified in Appendix 1): (1) "The Lessee may terminate the Agreement without penalty by voluntarily surrendering the Property in good repair upon expiration of any lease term along with any past due rental payments"; or (2) "The Lessee may terminate the Agreement at any time without penalty by voluntarily surrendering the Property in good repair."

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VII. SERVICING OF RPAs

A. ***Late Deliveries.*** For Consumers whose Property is scheduled for delivery by the Merchant or other delivery service after entering an RPA with Snap, if Snap is notified that the Property is not delivered as scheduled and confirms such delivery has not occurred after reasonable inquiry, Snap shall (a) suspend any obligation of the Consumer to make rental payments pursuant to RPAs for any undelivered Property identified in the RPA pending delivery, (b) refund any renewal payments made by the Consumer for the Property prior to the delivery date, (c) not charge any lease renewal payments for the missing Property until such time as it is delivered, and (d) take reasonable steps to identify the underlying delivery issue and reschedule delivery. A Consumer shall retain the Right to Terminate as set forth in the RPA and/or provided for under the applicable Rental-Purchase Agreement Act or similarly named statute identified in Appendix 1, notwithstanding any delayed delivery.

B. ***Property Damaged at Delivery.*** For Consumers whose Property is delivered by the Merchant or other delivery service after entering an RPA with Snap, Snap shall provide such Consumer with a reasonable period to inspect the Property following delivery and report to Snap if the Property specified in the RPA has any damage that requires repair or is so damaged that it must be replaced. If after a reasonable investigation Snap determines that the Property is not in the condition specified in the RPA, Snap will take steps to ensure that conforming Property is delivered within a reasonable period, and if such conforming Property is not delivered, Snap shall allow the Consumer to terminate the RPA without any further liability for the Consumer. Upon determination that the Property is not in the condition specified in the RPA, Snap shall refund any renewal rental payments made by the Consumer to Snap with respect to the non-conforming Property, provided that once conforming Property is delivered, regular rental payments shall commence.

C. ***Property Repairs During RPA.*** To the extent required by the applicable Rental-Purchase Agreement Act or similarly named statute identified in Appendix 1 and in accordance with the terms of the Consumer's RPA, after the Consumer takes possession of the Property, Snap shall maintain the Property in good working order except as may be caused by theft, destruction, abuse, or unreasonable wear and tear—or replace the Property over the course of the RPA. To the extent Snap is responsible to repair or replace an item of Property for a Consumer, Snap shall abide by the applicable law identified in Appendix 1, and to the extent Snap cannot make a repair within a reasonable period of time (or such other period as may be set forth in law or in the RPA) following the Consumer's notice to Snap of the need for repair or replacement and the Consumer providing Snap or Snap's designee with the right of access to such Property upon Snap's request between the hours of 9AM and 5PM local time on a business day or at such other time mutually agreed upon by the Consumer and Snap, for the completion of the repair or replacement via pick-up by Snap or a designated third party or at the Consumer's residence, Snap shall (1) temporarily substitute the Property with one of comparable quality and condition while repairs are being completed, (2) permanently replace the Property with an item equivalent to the Property as of the date the RPA was executed, or (3) offer the Consumer the option to terminate the RPA and Surrender, with no further liability for the Consumer other than past due lease payments or other amounts accrued prior to the Consumer providing notice to Snap of the need for repair or replacement, and fully refund any lease payments made by the Consumer for the item after the Consumer provided notice to Snap of the need for repair or replacement.

D. ***Burden of Repairing or Replacing Property***. To the extent Snap is responsible for repairing an item of Property for a Consumer:

1. Snap shall not instruct a Consumer to ask a Merchant to repair or replace the Property. Snap, as owner of the Property, shall contact the Merchant or other repair or replacement entity or individual(s), to repair or replace the Property.

2. Snap shall make repairs or replacements, or arrange for such repairs or replacements with the Merchant or a third-party service provider, without charging or assessing any fee or penalty to the Consumer.

E. ***Change Payment Methods.*** Following execution of the RPA by the Consumer, upon timely notice of at least three (3) business days before the next payment date, Snap shall allow a Consumer to change their payment method to any valid, viable and/or verifiable alternative payment method permitted by Snap. Snap shall communicate to Consumers a consistent estimate of the time required for Snap to process ACH payment changes, which period shall not exceed three (3) business days.

F. ***Repossessions for Nonpayment of Rent.*** To the extent it is not Snap's then-current practice to repossess Property for nonpayment of rent, Snap shall not represent or imply that nonpayment of any past due amount will result in the seizure, attachment, or sale of any Property that is the subject of the underlying RPA.

VIII. RIGHT TO TERMINATE RPAs; SURRENDER OPTIONS

In connection with Consumers' termination of RPAs and surrender of Property, Snap shall conform to the requirements and prohibitions of the applicable Rental-Purchase Agreement Act or similarly named statute identified in Appendix 1, including the requirements and prohibitions described in this Section VIII.

A. ***Disclosure to Consumers***. Snap's RPAs shall disclose that a Consumer has the Right to Terminate. Snap shall include an "FAQ" on policies and procedures relating to RPA terminations and surrenders on a website or in a portal available to Consumers.

B. ***No Restrictions on Termination.*** Snap shall not mislead Consumers about their Right to Terminate, or the timeframe for doing so, and shall not interfere with a Consumer's Right to Terminate. Snap will provide accommodations to effectuate the Consumer's surrender of the Property to Snap, or an agent of Snap, as set forth in Section VIII(E).

C. ***Representations Regarding Returns and Surrender***. If Snap represents that it offers a specific option for returns, Snap must honor that representation.

D. ***Overdue Payments***. Snap shall not require Consumers to make any overdue lease renewal payments and/or fees due under their RPA as a condition precedent to Consumers exercising their Right to Terminate if such a requirement is prohibited by the applicable Rental-Purchase Agreement Act or similarly named statute identified in Appendix 1.

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E. ***Processing Termination and Surrender***. If a Consumer exercises their Right to Terminate, Snap shall promptly address the termination request and notify the Consumer of the applicable time period(s) for their surrender of the Property. Snap shall temporarily pause the accrual of lease renewal payments for a commercially reasonable period of time while Snap processes the termination request and to permit the Consumer time to effect Surrender. Snap may resume a Consumer's rental payment obligation under the RPA and collection efforts if a Consumer fails to surrender the Property within a commercially reasonable period. Snap, as the owner of the Property, shall not direct or otherwise require a Consumer to contact a Merchant regarding Surrender. If a Consumer exercises their Right to Terminate, Snap shall promptly provide the Consumer with their Surrender options, which may include, but need not be limited to, and need not include all of, the following (or their functional equivalent):

1. Directing the Consumer to ship the Property to Snap (or another location Snap designates) and providing the Consumer with a prepaid shipping label;

2. Having the Property picked up by Snap (or a third-party service) at the Consumer's address or other mutually-agreed-upon location;

3. Allowing the Consumer to obtain ownership of the Property without any obligation to make future lease renewal payments;

4. Offering the Consumer the option to donate the Property;

5. Deeming the Property Surrendered; and

6. Additional options that may be provided by Snap to Consumers from time to time, as appropriate.

IX. COMPLIANCE

A. ***Transition Period to Implement***. It is understood and agreed by the parties that the non-monetary provisions in this Agreement may require product development, software engineering, marketing, operations, and other business changes by Snap, which may require a reasonable transition time after the Effective Date. Snap will therefore have 180 days after the Effective Date to implement the non-monetary provisions of this Agreement. Snap may however request, in writing, additional time from the Executive Committee.

B. ***Compliance Reports***. For a period of three years, Snap shall prepare reports documenting its compliance with the injunctive provisions in this Agreement and shall conduct annual compliance reviews (which may be performed by in-house personnel) addressing the components listed below in connection with preparing each compliance report. For each annual review period, Snap shall also provide the final compliance report to the Executive Committee, which shall include the results in reasonable detail of the compliance reviews. The final compliance report for each annual review period shall also include a statement summarizing, in reasonable detail, how Snap audited and monitored Merchants for compliance with the Merchant training requirements of this Agreement during the annual review period and the results of such auditing and monitoring. The final compliance report for each annual review period shall also

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include a statement of whether, to the knowledge of Snap based on the results of its compliance reviews, Snap has complied in all material respects with the injunctive provisions in this Agreement during the annual period reviewed and, if not, describing any exceptions and the actions taken or to be taken to remedy such exceptions. The first compliance report shall be provided to the Executive Committee one calendar year after the Implementation Date and shall relate to Snap's compliance during the first year following the Implementation Date. Two additional compliance reports shall be provided to the Executive Committee thereafter at one-year intervals following production of the initial compliance report, and shall relate to Snap's compliance during the second and third years following the Implementation Date (respectively), unless the parties agree in writing to a different schedule.

C. ***Materials To Be Audited by Snap***. Snap's annual compliance reports, described in Section IX(B) above, shall include a review of the following materials utilized during, or otherwise related to, the annual audit period for compliance with this Agreement:

1. All versions of Snap's website utilized during the annual audit period; and

2. Snap's point of purchase advertising materials distributed to any Merchants located in the Participating States by Snap during the annual audit period, including but not limited to banners, posters, and brochures.

X. MONETARY RELIEF

A. ***Full Lease Forgiveness.*** In consideration for the making and execution of this Agreement, Snap will provide full lease forgiveness for Consumers who entered into RPAs in Participating States from 2017 to 2022 whose lease accounts were still in Snap's control in November 2025 and were identified by Snap as in "charged off" status. The aggregate amount of lease forgiveness is $662,102,518. The aggregate number of Consumers who will receive this relief is 303,223. State-by-state lease forgiveness is described in Appendix 2.

B. ***Transfer of Ownership of Property.*** In consideration for the making and execution of this Agreement, Snap will release its ownership of the Property to the Consumers who will receive full lease forgiveness as identified in Section X(A).

C. ***Payments to Participating States.*** In consideration for the making and execution of this Agreement, Snap will pay by wire transfers to the Participating States the sums identified in Appendix 3, which sums total $2,750,000 as described in Appendix 3. Each Participating State shall designate an account for receipt of such payments no later than 15 days from the Effective Date, and such payments will be made by Snap no later than 60 days from the Effective Date. Said payments may be used for any use permitted by state law, as determined in the sole discretion of the Attorney General of a Participating State, including but not limited to: attorneys' fees, and other costs of investigation, or to be placed in, or applied to, any consumer protection law enforcement fund, including future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto; *provided, however,* no portion of this payment shall be designated as a fine, penalty, or forfeiture.

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D. The Parties hereby acknowledge, agree, and understand that, notwithstanding anything to the contrary in this Agreement, for purposes of Section 162(f) of the Internal Revenue Code, $662,102,518 of the Settlement Amount constitutes restitution or remediation, as defined in Treasury Regulations § 1.162-21(e)(4), for damage or harm asserted by the Attorneys General to have been caused by the potential violation of a law and is an amount paid for the purpose of remediating the damage or harm allegedly caused, including to restore affected persons to the same or substantially similar position or condition as existed prior to such damage or harm allegedly caused. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code of 1986, 26 U.S.C. § 162(f)(2)(A)(ii), performance of Section X(A) of this Agreement (Full Lease Forgiveness) is, and shall for all purposes be deemed to be, restitution/remediation. The Parties further acknowledge, agree, and understand that Snap will incur additional amounts, which are as yet unknown, to come into compliance with applicable laws as a consequence of Snap's obligations as set forth in other provisions of this Agreement.

E. Each Participating State shall complete and file Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of the year following the calendar year in which this Agreement becomes binding. The Participating States shall furnish Copy B of such Form 1098-F to Snap on or before January 31 of the year following the calendar year in which this Agreement becomes binding.

F. The Participating States agree that any return, amended return, or written statement filed or provided pursuant to Section X, and any similar document, shall be prepared and filed in a manner consistent with reporting the Settlement Amount as the "Total amount required to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F, the amount of the "Payments to Participating States" pursuant to this Agreement in Box 2 of IRS Form 1098-F, and the amount of lease forgiveness as the "Restitution/remediation amount" in Box 3 of IRS Form 1098-F, and that Codes A, B, C, and E shall be entered in Box 9 of IRS Form 1098-F.

XI. RELEASE

By execution of this Agreement and following a full and complete payout of the sums provided in Section X, the signatory Attorney General releases and discharges, to the fullest extent permitted by law, Snap (as that term is defined herein), from any and all civil causes of action, claims, damages, costs, attorneys' fees, or penalties arising from the Covered Conduct occurring before or as of the Effective Date that the Attorney General, either in his or her sovereign enforcement capacity or as *parens patriae*, has asserted or could have asserted against Snap and constituting a claim under the Participating States' consumer protection laws or Rental-Purchase Agreement Acts or similarly named statutes identified in Appendix 1 (the "Released Claims"). Notwithstanding any term of this Agreement, the following do not compromise Released Claims:

A. Private rights of action, including any claims Consumers have or may have on an individual or class basis under state consumer protection laws or Rental Purchase Agreement Acts against any person or entity, including Snap;

B. Claims of environmental or tax liability;

C. Criminal liability;

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D. Claims for property damage;

E. Claims alleging violations of state, local, or federal securities laws;

F. Claims alleging violations of state, local, or federal antitrust laws;

G. Any other civil or administrative liability that any person or entity, including Snap, has or may have to the State and any subdivision thereof, not covered by the release in this Section XI;

H. Any obligations created under this Agreement.

XII. MOST FAVORED NATIONS PROVISION

If, on or before December 31, 2027, Snap settles the same or similar claims through an agreement, order, consent judgment, or any similar arrangement with three or more state signatories (whether settled at the same time or not) that are not Participating States which (1) resolves claims arising from the same Covered Conduct at issue in the Agreement; and (2) incorporates a payment framework under which a Participating State would have received more favorable overall payment terms than under this Agreement, the Participating State may obtain overall payment terms at least as favorable to those obtained in the agreement(s). If a Participating State believes that the conditions set forth in this Section have been satisfied and Snap has failed to make a required payment, or has made a payment of less than the required amount, the Parties shall follow the Meet and Confer process set forth in Section XIII. "Overall payment terms" refers to consideration of all payment terms of this Agreement and each subsequent agreement, taken together, including but not limited to the amount of payments, the timing of payments, and the conditions or contingencies on payments. The parties agree that substantial value should be provided to the lease forgiveness allocated to the Participating States, as included in Appendix 2 of this Agreement.

XIII. ENFORCEMENT

If a Participating State determines that Snap has failed to comply with the terms of this Agreement as it pertains to such Participating State, and if in the Participating State's reasonable discretion the failure to comply does not threaten the health or safety of the citizens of the Participating State and/or does not create an emergency requiring immediate action, the Participating State exercising such discretion shall notify Snap in writing of such alleged failure to comply. Notice under this Section XIII shall be provided directly to Snap (through its in-house counsel) and to Snap's undersigned counsel. Snap shall then have 30 days from receipt of such written notice to provide a good faith written response to the Participating State; *provided, however,* the Participating State may agree to provide Snap with more than 30 days to respond. Snap's written response to the Participating State shall include, at a minimum, either: (1) a statement explaining why Snap believes it is in full compliance with the Agreement; or (2) a detailed explanation of how the alleged violation(s) occurred and how the alleged violation(s) have been addressed or cured. No Participating State shall bring suit for any alleged violation of this Agreement unless and until the Participating State has provided Snap notice and the opportunity to cure under the terms of this provision. If Snap adequately cures the violation and the Participating State does not have a reasonable basis to believe that the violation was willful, the

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Participating State shall not pursue any enforcement action, penalties, or sanctions against Snap with respect to that violation.

XIV. GENERAL PROVISIONS

A. ***Costs and Attorneys' Fees.*** The Parties will bear their own costs and attorneys' fees except as otherwise provided in this Agreement. Snap agrees that this Agreement does not entitle it to seek or to obtain attorneys' fees from any Participating State as a prevailing party under any statute, regulation, or rule, and Snap further waives any right to attorneys' fees from the Participating States that may arise under such statute, regulation, or rule.

B. ***Statutory Application.*** Where reference is made in this Agreement to a Rental-Purchase Agreement Act or similarly named statute identified in Appendix 1, the applicable law shall be the Rental-Purchase Agreement Act or similarly named statute of the Participating State in which the relevant RPA is executed, with regard to RPAs offered by brick-and-mortar Merchants and shall be the Rental-Purchase Agreement Act or similarly named statute of the Participating State in which the Consumer resides with regard to RPAs offered by Merchants through E-commerce. Insofar as the requirements of the statutes listed in Appendix 1 vary across Participating States, the Parties understand that the law to be applied in connection with a particular RPA is the law of the Participating State in which the RPA is or was executed, or in the context of E-commerce, the Participating State in which the Consumer resides.

C. ***Implementation Date.*** To the extent any of the affirmative or prohibitive terms of this Agreement will require Snap to modify its business practices, Snap will implement such required modifications within 180 days of the Effective Date. All other affirmative or prohibitive terms of the Agreement shall be implemented by the Effective Date. If 180 days is not sufficient for one or more identified items, Snap may request, in writing, additional time for implementation from the Participating States.

D. ***Changes in the Law.*** In the event there is a change to any of the laws identified in Appendix 1 and the change in the law relates to any of the terms of this Agreement, the change in law supersedes the term(s) in this Agreement. In the event there is a change to any law that impacts any of the terms of this Agreement, the change in the law supersedes the term(s) in this Agreement. In the event there is a new law that impacts any of the terms of this Agreement, the change in the law supersedes the term(s) in this Agreement.

E. ***Changes in Technology or Business Practices.*** Snap may seek to modify its obligations in this Agreement to address changes in technology and/or business practices as follows: In the event that any modification to Snap's business practices (including technological enhancements) would conflict with, render impracticable, or materially impair Snap's ability to comply with any aspect of this Agreement, Snap may propose modifications to the affected provision(s) of the Agreement, and shall provide the Participating States with written notice describing in reasonable detail the change in technology or business practice; the specific provision(s) of the Agreement affected; the nature of the conflict or impracticability; and Snap's proposed modification(s). Upon receipt of such notice, the Parties shall promptly confer in good faith to attempt to reach a mutually acceptable resolution that permits Snap to comply with applicable law and implement reasonable technological or business practice enhancements, and the Parties shall use reasonable efforts to complete this good faith engagement within 30 days of the Participating States' receipt of Snap's written notice, or such other period as the Parties may

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mutually agree in writing. If the Parties are unable to reach resolution through good faith engagement within that period, the Parties shall engage in mediation, at Snap's expense, before a mutually agreed mediator (or, failing agreement, a mediator appointed by an agreed dispute-resolution provider), and such mediation shall be conducted on an expedited basis, with the goal of resolving the issue as promptly as practicable. In conducting the mediation and formulating any recommendations, the mediator shall consider the issue from the perspective of providing Snap with reasonable flexibility to make technological and operational enhancements to its business practices, while ensuring its compliance with applicable laws. This Agreement shall further permit Snap, upon written approval of one or more Participating States, to deviate from specific requirements of this Agreement in such Participating State where such deviation is reasonably necessary to account for changes in technology, to implement improved services for Snap's Consumers, or to reflect material changes in prevailing industry practices; any such deviation shall be documented in a written amendment, modification, or waiver signed by Snap and the Participating State, and shall be deemed incorporated into and enforceable as part of this Agreement, and in evaluating any requested deviation, the Participating State shall consider whether the proposed change, taken as a whole, maintains or enhances protections for Consumers, even if specific requirements of the Agreement are relaxed, modified, or replaced. Except as modified, all other terms of this Agreement shall remain in full force and effect, and pending resolution of any request under this Section, Snap shall continue to comply with the existing terms of this Agreement to the extent reasonably practicable and consistent with applicable law.

F. ***Settlement Period.*** The obligations of this Agreement set forth in Sections III to VIII shall expire five years after the Effective Date.

G. ***No Admissions.*** The Parties have entered into this Agreement without trial of any issue of fact or law and this Agreement represents a compromised settlement of disputed issues and shall not be deemed or construed as: (a) an admission whatsoever of the truth or falsity of any claims or allegations made herein or any potential claims; (b) an admission by Snap that it has violated or breached any law, statute, regulation, requirement, term, provision, covenant or obligation of any agreement, decision, other source of law, contractual obligation or other duty whatsoever, all of which Snap expressly denies; or (c) an acknowledgment or admission by the Parties of any duty, obligation, fault, or liability whatsoever to any other party or to any third party, all of which Snap expressly denies. This Agreement does not constitute a finding of law or fact, or any evidence supporting any such finding, by any court or agency that Snap has engaged in any act or practice declared unlawful by any laws, rules, or regulations of any state. Snap denies any liability or violation of law and enters this Agreement without any admission of liability. To the extent that Snap makes changes to its advertising or business acts, practices, policies, procedures, or materials to achieve or to facilitate conformance with this Agreement, the changes shall not be taken as or construed to be an admission by Snap of any kind, and shall not constitute or be used as evidence of the Participating States' allegations of fact, Snap's violation of any law, rule or regulation, or liability or wrongdoing, including an admission by Snap that any of its advertising or business acts, practices, policies, procedures, or materials are or have been in violation of state law or regulation. It is the intent of the Parties that this Agreement shall not be used as evidence or precedent in any action or proceeding, except an action to enforce this Agreement, and that no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose.

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H. ***No Inferences from Commitments.*** The provisions of this Agreement which state that Snap shall perform a certain action or engage in certain practices or conduct itself in a certain manner (e.g., comply with various statutes), shall not be construed to imply that Snap did not perform that action or engage in that practice or conduct itself in that manner before the Effective Date of this Agreement. Likewise, the provisions of this Agreement stating that Snap shall not perform a certain action or engage in certain practices or conduct itself in a certain manner shall not be construed to imply that Snap performed that action, or engaged in that practice, or conducted itself in that manner before the Effective Date of this Agreement.

I. ***No Effect on Defenses.*** Neither this Agreement nor anything therein shall be construed or used as a waiver, limitation, or bar on any defense otherwise available to Snap, or on Snap's right to defend itself from or make arguments in any pending or future legal or administrative action, proceeding, or state, local, or federal claim or suit, including without limitation, claims or suits by other States or Attorneys General, or private individual or class action claims or suits relating to Snap's conduct prior to the execution of this Agreement, or to the existence, subject matter, or terms of this Agreement. Nothing in this Agreement shall be construed to waive, limit, or expand any claims of sovereign immunity the Participating States or their respective Attorneys General may have in any action or proceeding.

J. ***No Endorsement or Approval.*** Acceptance of this Agreement by the Participating States is not an endorsement or approval by the Participating States or their Attorneys General of any of Snap's practices or procedures, and Snap shall make no representation to the contrary.

K. ***Compliance Through Third Parties.*** Nothing shall prevent Snap from fulfilling its obligations to comply with this Agreement through the assistance of third parties. However, regardless of whether third parties so assist Snap, it is solely Snap's responsibility to ensure that its obligations under this Agreement are satisfied. Snap shall provide a copy of this Agreement to, or otherwise fully apprise, its officers, directors, and contractors responsible for carrying out and effecting the terms of this Agreement. To the extent the individuals occupying the above listed positions change, Snap shall provide a copy of this Agreement to the replacements within thirty (30) days from the date on which such person assumes his/her position with Snap.

L. ***Privacy Protections.*** This Agreement does not supplant or in any way restrict Snap's legal rights and ability to demand formal legal process to protect its consumers' privacy rights and/or to protect Snap from potential liability for disclosing or sharing such information without legal process. In all other respects, Snap hereby accepts and expressly waives any defect in connection with such service of process issued to Snap by the Participating States related to this Agreement.

M. ***Good Faith and Voluntary Entry.*** This Agreement is entered into voluntarily by Snap as its own free and voluntary act, without trial or adjudication of any issue of fact or law or finding of liability of any kind, and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed upon it by this Agreement, and Snap consents to its entry without further notice. Further, this Agreement is the result of good faith negotiations, and the terms are fair and reasonable.

N. ***Entire Agreement.*** This Agreement represents the full and complete terms of the settlement entered by the Parties. In any action undertaken by the Parties, neither prior versions of this Agreement nor prior versions of any of its terms that were not entered by a court or agreed to by any Party may be introduced for any purpose whatsoever.

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O. ***Destruction of Documents.*** Within thirty (30) days of the Effective Date, the Participating States shall provide Snap with written confirmation that they destroyed all documents, videos, recordings, transcripts, and all other materials Snap produced to the Participating States during the course of the investigation.

P. ***Defenses Available to Snap.*** Nothing in this Agreement shall be construed to prevent Snap from raising any defense against any consumer or regulatory agency, including but not limited to set-off, double recovery, and any other defenses available under the law.

Q. ***Execution.*** This Agreement may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. A facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

R. ***Notices.*** All notices or other documents to be provided under this Agreement shall be sent by United States mail, certified mail return receipt requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the notice or document, and shall have been deemed to be sent upon mailing. Additionally (but not in lieu of the aforementioned mailing), a copy of all written notices or documents to be provided under this Agreement shall be sent via email. The Parties' initial designees and addresses for receiving notice are below. Any Party may update its designee or address by sending written notice to the other Party informing them of the change.

For Snap:

Chief Executive Officer
Chief Legal Officer

Ashley L. Taylor, Jr.
Christopher W. Carlson, Jr.
Matthew J. Berns
1001 Haxall Point, 15th Floor
Richmond, VA 23219
ashley.taylor@troutman.com
chris.carlson@troutman.com
matthew.berns@troutman.com

Jenny N. Perkins
Adrian R. King, Jr.
1735 Market Street, 51st Floor
Philadelphia, PA 19103
perkinsj@ballardspahr.com
kinga@ballardspahr.com

For the Participating States:

See Appendix 4.

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S. ***No Waiver.*** The Parties understand and agree that this Agreement shall not be construed as an approval or a sanction by the Attorneys General of the Participating States of Snap's business practices, nor shall Snap represent that this Agreement constitutes an approval or sanction of its business practices. The Parties further understand and agree that any failure by the Attorneys General for the Participating States to take any action in response to any information submitted pursuant to this Agreement shall not be construed as an approval, waiver, or sanction of any representations, acts, or practices indicated by such information, nor shall it preclude action thereon at a later date. Furthermore, any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

T. ***Severability.*** If any clause, provision, paragraph, or section of this Agreement shall for any reason be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, paragraph, or section of this Agreement and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, paragraph, or other provision had not been contained herein. If any clause, provision, paragraph, or section of this Agreement shall, for any reason, be held illegal, invalid, or unenforceable against any Party, such clause, provision, paragraph, or section of this Agreement shall be illegal, invalid, or unenforceable against any other Party that enters a substantively identical Agreement.

U. ***Construction.*** Each Party has cooperated in (and in any construction to be made of this Agreement shall be deemed to have cooperated in) the drafting and the preparation of this Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in any interpretation of this Agreement.

V. ***Modification.*** The terms of this Agreement may only be modified by a subsequent written agreement.

W. ***Compliance with Applicable Laws.*** Nothing in this Agreement shall be construed as relieving Snap of the obligation to comply with all local, state, and federal laws, regulations, or rules, nor shall any of the provisions of this Agreement be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

X. ***Purpose of Agreement.*** It is the intent of the Parties that this Agreement not be used by third parties in other cases to demonstrate liability or violation of law nor be binding on Snap in any respect other than in connection with the enforcement of this Agreement. Further, this Agreement may only be enforced by the Parties hereto. Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not Snap or a Participating State, including any State that is not a Participating State or Attorney General who does not hold office in a Participating State; *provided, however*, this Agreement shall be binding upon the Parties and their successors and assigns; *and further provided, however*, the Participating States may not assign or otherwise convey any right to enforce any provision of this Agreement. In no event shall assignment of any right, power, or authority under this Agreement avoid compliance with this Agreement. Nothing in this Agreement shall be construed to confer or limit any private right of action that a consumer, person, or entity,

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or any cause of action that a local, state, federal, or other governmental entity, may hold against Snap. Nothing in this provision shall be interpreted to permit multiple recoveries for the same harm or conduct.

Y. ***No Waiver of Privileges or Protections.*** Nothing contained in this Agreement, and no act required to be performed pursuant to this Agreement, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

Z. ***Prior Use.*** This Agreement supersedes any prior agreements or understanding, whether oral or written, concerning the Agreement embodied therein. The Parties acknowledge that there are no documents, representations, inducements, agreements, understandings, or promises that constitute any part of this Agreement or the settlement it represents other than those expressly contained in this Agreement.

AA. ***Representation and Warranty.*** Snap represents and warrants that Christopher W. Carlson, partner at the law firm Troutman Pepper Locke LLP, as Snap's signatory to this Agreement, is duly authorized to sign this Agreement on behalf of Snap. The undersigned representatives of each Participating State certify that they are fully authorized to execute this Agreement on behalf of their respective State.

[SIGNATURES ON FOLLOWING PAGES]

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COUNSEL FOR SNAP FINANCE

By: _____ Date: 10/20/2026

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By: _____ Date: October 20, 2026

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FOR THE STATE OF ARKANSAS

Office of Arkansas Attorney General Tim Griffin

By: Amanda J. Wentz Date: 10/08/2026

Name: Amanda Wentz

Title: Senior Assistant Attorney General, Consumer Protection Division

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FOR THE STATE OF FLORIDA

JAMES UTHMEIER

Attorney General

Victoria Butler
Director, Consumer Protection Division
Florida Bar No. 861250
Office of the Attorney General
State of Florida
Department of Legal Affairs
3507 East Frontage Road, Suite 325
Tampa, FL 33607

Accepted this 20th day of October, 2026

Michael Roland
Assistant Attorney General
Florida Bar No. 44856
Office of the Attorney General
State of Florida
Department of Legal Affairs
PL-01 The Capitol
Tallahassee, Florida 32399-1050
Phone: (850) 414-3300

Accepted this 20th day of October, 2026

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For the State of Georgia:

By: */s/Daniel Walsh* Date: 10/21/2026

Daniel Walsh
Deputy Attorney General
Consumer Protection Division
Georgia Office of the Attorney General
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FOR THE STATE OF IDAHO

Idaho Attorney General Raúl R. Labrador

By: _____ Date: 10/20/2026

Name: Matthew L. Maurer

Title: Chief, Consumer Protection Division

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FOR THE STATE OF IOWA

Iowa Attorney General Brenna Bird

By: /s/ Daniel L. Barnes Date: 10/20/2026

Name: Daniel L. Barnes

Title: Deputy Attorney General for Consumer Protection

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FOR THE STATE OF KANSAS

Kansas Attorney General Kris W. Kobach

By: _____ Date: September 28, 2026

Name: Paul Shipp, #20263

Title: Assistant Attorney General for Public Protection – Consumer Protection

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FOR THE COMMONWEALTH OF KENTUCKY

Kentucky Attorney General Russell Coleman

By: */s/ Philip R. Heleringer* Date: October 7, 2026

Name: Philip R. Heleringer

Title: Executive Director, Office of Consumer Protection

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FOR THE STATE OF LOUISIANA

ATTORNEY GENERAL LIZ MURRILL

By: ZaTabia Williams Date: 10/2/2026

ZaTabia Williams
Assistant Attorney General
Louisiana Department of Justice
Public Protection Division
Consumer Protection Section
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FOR THE STATE OF MISSISSIPPI

Mississippi Attorney General Lynn Fitch

By: Sandra D Buchanan Date: 10/12/26

Name: Sandra D. Buchanan

Title: Special Assistant Attorney General

(Snap Finance AVC)

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FOR THE STATE OF MISSOURI

Missouri Attorney General Catherine Hanaway

By: /s/ Alison L. Esbeck Date: 10/16/2026

Name: Alison L. Esbeck

Title: Assistant Attorney General

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FOR THE STATE OF NORTH DAKOTA

DREW H. WRIGLEY
Attorney General

By: */s/ Elin S. Alm*_____ Date: October 1, 2026

Elin S. Alm (ND ID 05924)
Director/Assistant Attorney General
Consumer Protection and Antitrust Division
Office of Attorney General
1720 Burlington Drive, Suite C
Bismarck, ND 58504-7736
Telephone (701) 328-5570
ealm@nd.gov

Attorneys for State of North Dakota,
ex rel. Drew H. Wrigley, Attorney General

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FOR THE STATE OF NEBRASKA

Nebraska Attorney General Michael T. Hilgers

By: _____ Date: 10/12/2026

Name: Beatrice Strnad

Title: General Counsel

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FOR THE STATE OF OKLAHOMA

Oklahoma Attorney General Gentner Drummond

By: Mackenzie Jordan Date: 10/07/2026

Mackenzie Jordan

Assistant Attorney General Consumer Protection

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FOR THE STATE OF TEXAS

Office of the Attorney General

By: /s/ Kaylie Buettner Date: 10/20/2026

KAYLIE BUETTNER
State Bar No. 24109082
Assistant Attorney General
Office of the Attorney General of Texas
Consumer Protection Division
808 Travis St., Ste. 1520
Houston, Texas 77002
Phone: (713) 225-8906
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Kaylie.Buettner@oag.texas.gov

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FOR THE STATE OF UTAH AND THE UTAH DIVISION OF CONSUMER PROTECTION

Utah Attorney General Derek Brown

By: */s/ Peishen Zhou* Date: October 20, 2026

Name: Peishen Zhou

Title: Assistant Attorney General

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FOR THE STATE OF WEST VIRGINIA

West Virginia Attorney General John B. McCuskey

By: Ann L. Haight Date: October 1, 2026

Name: Ann L. Haight

Title: Senior Deputy Attorney General and Director, Consumer Protection & Antitrust Division

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FOR THE STATE OF WYOMING

Attorney General Keith G. Kautz

By: _____ Date: 10/20/26

Name: William. T. Young

Title: Assistant Attorney General

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Appendix 1 – State Rental-Purchase Agreement Acts

1. Arkansas: Ark. Code §§ 4-92-101 *et seq*.
2. Florida: Fla. Stat. §§ 559.9231 *et seq*.
3. Georgia: Ga. Code Ann. §§ 10-1-680 *et seq*.
4. Idaho: Idaho Code §§ 28-36-101 *et seq*.
5. Iowa: Iowa Code §§ 537.3601 *et seq*.
6. Kansas: Kan. Stat. §§ 50-681 *et seq*.
7. Kentucky: Ky. Rev. Stat. §§ 367.976 *et seq*.
8. Louisiana: La. Rev. Stat. Ann. §§ 9:3351 *et seq*.
9. Mississippi: Miss. Code Ann. §§ 75-24-151 *et seq*.
10. Missouri: Mo. Rev. Stat. §§ 407.660 *et seq*.
11. Nebraska: Neb. Rev. Stat. §§ 69-2101 *et seq*.
12. North Dakota: N.D.C.C. §§ 51-15-01 et seq.; N.D.C.C. §§ 47-15.1-01 *et seq*.
13. Oklahoma: 59 Okla. Stat. Ann. §§ 1950 *et seq*.
14. Texas: Bus. & Com. Code Ann. §§ 92.001 *et seq.*
15. Utah: Utah Code Ann. §§ 15-8-1 *et seq*.
16. West Virginia: W. Va. Code §§ 46B-1-1, *et seq*.; W. Va. Code R. §§ 142-22-1 *et seq*.
17. Wyoming: Wyo. Stat. Ann. §§ 40-19-101 *et seq*.

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Appendix 2 – Lease Forgiveness by State

	State	***Accounts***	***Amount***
1.	Arkansas	9,352	$18,449,844
2.	Florida	62,753	$135,643,677
3.	Georgia	31,647	$65,097,488
4.	Idaho	1,846	$3,404,135
5.	Iowa	1,287	$2,367,148
6.	Kansas	2,996	$5,143,468
7.	Kentucky	6,046	$12,313,492
8.	Louisiana	6,259	$13,249,796
9.	Mississippi	4,266	$8,467,609
10.	Missouri	3,707	$6,979,354
11.	Nebraska	1,349	$2,652,091
12.	North Dakota	944	$1,851,707
13.	Oklahoma	9,439	$18,050,323
14.	Texas	148,295	$344,486,039
15.	Utah	8,913	$16,758,262
16.	West Virginia	2,505	$4,442,388
17.	Wyoming	1,619	$2,745,697
	TOTAL:	303,223	$662,102,518

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Appendix 3 – Payments to Participating States

	State	***Payment Amount***
1.	Arkansas	$ 150,000
2.	Florida	$ 150,000
3.	Georgia	$ 150,000
4.	Idaho	$ 150,000
5.	Iowa	$ 250,000
6.	Kansas	$ 150,000
7.	Kentucky	$ 150,000
8.	Louisiana	$ 150,000
9.	Mississippi	$ 150,000
10.	Missouri	$ 150,000
11.	Nebraska	$ 250,000
12.	North Dakota	$ 150,000
13.	Oklahoma	$ 150,000
14.	Texas	$ 150,000
15.	Utah	$ 150,000
16.	West Virginia	$ 150,000
17.	Wyoming	$ 150,000
	TOTAL:	$2,750,000

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Appendix 4 – State Notice Designations

State of Arkansas
Amanda Wentz
Consumer Protection Division
101 West Capitol Avenue
Little Rock, Arkansas 72201
amanda.wentz@arkansasag.gov
consumer@arkansasag.gov

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Michael Roland
Consumer Protection Division
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State of Georgia
Lindsey Anderson
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Consumer Protection Division
Georgia Department of Law
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landerson@law.ga.gov

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Matthew Maurer
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Commonwealth of Kentucky
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Philip R. Heleringer
Jonathan E. Farmer
Kristen R. De La Garza
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jonathan.farmer@ky.gov
kristen.delagarza@ky.gov

State of Louisiana
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State of Missouri
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State of Nebraska
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State of North Dakota
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State of Utah
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COMMONWEALTH OF KENTUCKY
SCOTT CIRCUIT COURT
DIVISION _____
CIVIL ACTION NO. _____

COMMONWEALTH OF KENTUCKY, ex rel.
RUSSELL COLEMAN, ATTORNEY GENERAL **PLAINTIFF**

v.

SNAP RTO LLC

SNAP FINANCE LLC **DEFENDANTS**

ASSURANCE OF VOLUNTARY COMPLIANCE

Pursuant to KRS 367.230, the Assurance of Voluntary Compliance (AVC) attached hereto is provided to the Commonwealth of Kentucky, ex. rel. Russell Coleman, Attorney General by Snap RTO LLC and Snap Finance LLC ("Snap," and together with the Participating States, the "Parties").

WHEREFORE, the requirements of KRS 367.230 having been met, and the Court being well and sufficiently advised, and the Court having jurisdiction and venue pursuant to KRS 367.230, the Assurance of Voluntary Compliance attached hereto is hereby approved. The amount now payable to the Commonwealth of Kentucky pursuant to the Assurance of Voluntary Compliance is $150,000.00 for the recovery of the reasonable costs of investigation/litigation undertaken by the Kentucky Attorney General's Office.

DATE: _____

_____
JUDGE, SCOTT CIRCUIT COURT

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KENTUCKY SPECIFIC PROVISIONS REGARDING THE FILING OF THE ASSURANCE

In relation to the filing of the Assurance in the applicable court in the Commonwealth of Kentucky as required by statute, Snap waives notice and service of process regarding the filing of the Assurance, and does not object to the court's approval and entry of this Assurance. Snap also does not object to the ex parte submission and presentation of this Assurance by the Kentucky Attorney General's Office to the court.

Filed by: */s/ Kristen De La Garza*

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Assistant Attorney General
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ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance ("Agreement") is made and entered into this 21st day of October, 2026 (hereinafter, the "Effective Date"), by and between the Attorneys General of Arkansas, Florida, Georgia, Idaho, Iowa, Kansas, Kentucky, Louisiana, Mississippi, Missouri, Nebraska, North Dakota, Oklahoma, Texas, Utah, West Virginia, and Wyoming (hereinafter, the "Participating States") and Snap RTO LLC and Snap Finance LLC ("Snap," and together with the Participating States, the "Parties").

WHEREAS, the Attorneys General for the Participating States conducted investigations of Snap's alleged past practices in connection with Rental-Purchase Agreements executed in the Participating States and whether such alleged past practices were consistent with the respective laws of the Participating States; and

WHEREAS, Snap has cooperated with the Participating States' investigation and is entering into this Agreement to resolve the investigation without admitting or denying any factual allegations by the Attorneys General or admitting that it has violated the laws of any Participating State, the laws of any other state, and/or federal law.

NOW, THEREFORE, in exchange for the mutual obligations described below, Snap and the Attorneys General for the Participating States hereby enter into this Agreement.

I. DEFINITIONS

For the limited purposes of this Agreement, and in addition to the definitions set forth in the preamble and elsewhere in this Agreement, capitalized terms shall have the following definitions and meanings, or such definitions and meanings as are accorded to them elsewhere in this Agreement.

A. "***Cash Price***" shall mean the "cash price" as defined by the applicable state statute identified in Appendix 1 and/or as defined by the RPA in a manner consistent with the law of the applicable Participating State.

B. "***Clearly and Conspicuously***" shall mean a statement that, regardless of the medium in which it is made, is readily understandable and presented in such size, color, contrast, duration, and location, compared to the other information with which it is presented, that it is readily apparent, readable, and understandable.

C. "***Consumer***" shall mean (1) any person to whom Snap rents or has rented Property pursuant to an RPA executed in a Participating State; (2) any person who submitted an RPA application to Snap in a Participating State; or (3) any person to whom Snap offers or advertises, or has offered or advertised, an RPA in a Participating State.

D. "***Consumer Reporting Agency(ies)***" shall have the meaning provided in 15 U.S.C. § 1681a(f).

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E. "***Covered Conduct***" shall mean Snap's acts and practices relating to any aspect of Snap's RPA transactions with Consumers, including, without limitation: (1) advertising of, or advertising related to, RPA transactions; (2) the content of, and process relating to the review, completion, and execution of, Consumer applications and RPAs; (3) Consumer disclosures and consents; (4) collection practices; (5) termination, returns, surrenders, payments, maintenance, and other servicing practices; (6) consumer reporting practices; and (7) Merchant oversight, training, and compliance.

F. "***Credit Rating***" refers to any assessment of a Consumer's creditworthiness, including "credit scores," in each case as determined by Consumer Reporting Agencies.

G. "***Early Purchase Option***" shall mean an arrangement under which a Consumer can make a lump sum payment, or series of payments, that sum to a specified purchase price in exchange for a discount on the Consumer's remaining total of payments due under the RPA.

H. "***Executive Committee***" shall mean the Offices of Attorneys General of Iowa and Nebraska.

I. "***Full Term***" shall mean the maximum amount of time, typically expressed in terms of months (e.g., 12 months), it would take for a Consumer to acquire ownership of the Property that is the subject of an RPA if the Consumer makes all renewal payments as set forth in the executed RPA.

J. "***Implementation Date***" shall mean 180 days from the Effective Date.

K. "***Merchant***" shall mean any merchant that Snap has authorized to communicate, in-store and/or online, the potential availability of Snap's RPAs to the Merchant's Consumers.

L. "***Merchant Portal***" shall mean a website, webpage, application, or other online or digital account whereby Snap provides certain Merchants with information about its RPAs. For the avoidance of any doubt, this definition shall not be construed as a requirement for Snap to have a Merchant Portal.

M. "***Property***" shall mean the property leased or advertised to be leased from Snap pursuant to an RPA.

N. "***Rental-Purchase Agreement***" or "***RPA(s)***" shall mean any agreement which is subject to the Rental-Purchase Agreement Acts or similarly named statutes identified in Appendix 1, including any agreement presented by Snap to Consumers as, and the express terms of which provide that it is, a "rent-to-own", "rental-purchase", "RTO", "lease-to-own", "lease-purchase", "LTO", or similar agreement.

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O. "***Right to Terminate***" shall mean a Consumer's right to terminate their RPA with Snap at such time(s) and under such conditions as are permitted in the relevant RPA Act or similarly named statute identified in Appendix 1 and specified in the RPA.

P. "***Settlement Amount***" shall mean the sum of the amounts identified in Sections X(A) and X(C).

Q. "***Snap***" shall mean Snap Finance LLC and Snap RTO LLC, and any of their predecessors, successors, and assigns; *provided, however,* "Snap" shall not be deemed to include any Merchants.

R. "***Surrender***" shall mean, in connection with a Consumer exercising their Right to Terminate, to return or make available to Snap the Property leased under an RPA in a manner consistent with the terms and conditions of the Consumer's RPA.

S. "***Total Cost***" shall mean the total potential cost of all lawful rental payments and fees permitted by a Snap RPA if the Consumer pays any lawfully required processing or similar fee and makes all initial and lease renewal payments on time for the Full Term.

II. APPLICATION

Limitation to RPAs. The provisions set forth in Sections III to VIII of this Agreement apply only to RPAs offered or executed in the Participating States and apply only to Snap's RPA business practices in the Participating States.

III. INITIAL AND ANNUAL MERCHANT RPA TRAINING

A. ***Initial and Additional Training***. Following the Implementation Date, Snap shall provide any new Merchants with initial training. For existing Merchants who have a then-current authorization to initiate RPA transactions, Snap shall provide such Merchants with additional training as reasonably required in response to complaints and other material risk events identified by Snap. As determined by Snap, the training may be in-person, virtual, pre-recorded, in writing or any combination thereof, including training and materials posted on any Merchant Portal, to the extent Snap has a Merchant Portal when the training is provided. Snap shall make reasonable efforts to require that an initial training be conducted prior to the Merchant communicating the potential availability of Snap's RPAs to consumers. Snap shall appropriately monitor complaints about Merchants' communications about Snap RPAs and shall determine an appropriate course of action to address any material risk identified by Snap. At the sole discretion of Snap, an appropriate course of action may include, without limitation, additional Merchant training, Merchant audits, Merchant suspensions, or Merchant terminations.

B. ***Content of Training***. In establishing the content of its training, Snap shall tailor the content of the training to the channel in which the Merchant operates giving due consideration to varying levels of interactions with consumers. By way of example, E-commerce Merchants have almost no face-to-face interactions with consumers and would not be expected to respond immediately to consumer questions about Snap RPAs; however, E-commerce Merchants may

place banners or advertisements on their websites, so tailored training on these activities may be necessary. Snap shall address all information the Merchant reasonably needs to know to perform the function the Merchant is expected to perform. Snap shall provide its contact information to all brick-and-mortar Merchants to allow them to ask questions regarding Snap's RPA transactions and to allow them to direct Consumers to contact Snap with questions.

C. ***Training Records***. Snap shall establish policies that require Merchants to maintain records of the name of each employee who has been trained and the date of each employee's training and to provide confirmation of such training to Snap upon request, *provided however*, that if training is provided through the Merchant Portal (or other system used by Snap) and if the Merchant Portal (or other system used by Snap) retains such records, Merchants shall not be separately required to maintain training records. Snap shall retain training records provided by Merchants, or available through the Merchant Portal or other system used by Snap, for at least four years after the date of the training or for such additional time as may be required by law, whichever comes later in time.

D. ***Merchant Portal***. Snap shall make all then-current written or recorded Merchant training materials available in a location that is easily accessible for Merchants, such as the Merchant Portal.

E. ***Updates to Merchant Guidelines***. At least annually, Snap shall review its Merchant guidelines for compliance with this Agreement and update those materials as necessary to bring them into compliance with this Agreement. If Snap modifies a material financial term of an RPA offered at a brick-and-mortar Merchant, Snap will notify the brick-and-mortar Merchant of the change and such notification may be made in-person, electronically or by other reasonable means.

IV. RPA ADVERTISING

A. ***Cash Payoff and Same as Cash***. Snap's advertising in the Participating States shall not represent, express, or imply that Consumers will only pay the Cash Price pursuant to Snap's RPAs. For the avoidance of any doubt, this provision includes, but is not limited to, a prohibition on Snap using the following advertising slogans or phrases in connection with advertising its RPAs: "cash option"; "cash payoff"; "same as cash"; or "no additional fees required"; *provided, however*, that subject to the terms and conditions of Section IV(B) Snap shall be permitted to advertise "cash option," "cash payoff," "same as cash," "no additional fees required," and similar terms when advertising an Early Purchase Option if the Early Purchase Option price does not exceed the Cash Price.

B. ***Early Purchase Option(s)***. Snap's advertising in the Participating States shall not represent, express, or imply that the time to acquire ownership of Property under its RPAs is less than the Full Term (e.g., 12 to 18 months), unless the same advertisement Clearly and Conspicuously discloses all of the following: (1) the approximate length of the most common Full Term (e.g., 12 to 18 months) if the Consumer does not elect an Early Purchase Option; (2) that the Total Cost of the Full Term is higher than the cost of the Early Purchase Option(s); and (3) how Consumers can elect an Early Purchase Option; *provided, however*, that Snap's obligations to disclose the aforementioned information in the same advertisement shall not apply to advertisements whereby Snap advertises only the availability of Early Purchase Options without

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specifying a time period for those options that are shorter than the Full Term. As to such advertisements, Snap may instead disclose the aforementioned terms and conditions of the Early Purchase Option(s) by Clearly and Conspicuously indicating that terms and restrictions apply (including but not limited to the need for a Consumer to elect such option) and directing the Consumer to the terms of the RPAs or providing a link to further material information about such terms and restrictions.

C. ***Loans/Credit/Financing***. Snap shall not in advertising in the Participating States represent, express, or imply that its lease-to-own financing is a "loan" or a "credit transaction." Snap shall not in advertising in the Participating States use the term "finance" or "financing" with respect to an RPA unless the same advertisement also Clearly and Conspicuously includes the term "lease", "rent-to-own", "lease-to-own", or similar phrases within close proximity to the first occurrence of the term "finance" or "financing." For the avoidance of any doubt, the obligation in the preceding sentence is not triggered merely by reference to the name "Snap Finance" in a consumer-facing advertisement.

D. ***Credit Ratings***. Snap's advertising in the Participating States shall not misrepresent, expressly or impliedly, that applying for its RPAs or utilizing its RPAs will help Consumers increase their Credit Rating.

V. DISCLOSING RPA TERMS

A. ***Pre-Execution Disclosures.*** Snap shall disclose all terms of its RPAs required to be disclosed to Consumers before Consumers execute their RPA in a manner consistent with the applicable Rental-Purchase Agreement Act or similarly named statute identified in Appendix 1. For avoidance of any doubt, this provision does not apply to advertisements.

B. ***Pre-Execution Review.*** Snap is prohibited from using any practice or method that would allow Consumers to electronically sign RPAs without having an opportunity to fully review the same, in advance of signing.

C. ***E-Version of Signed RPA.*** Following the execution of the RPA, Snap shall promptly make the RPA accessible to the Consumer to access and retain in a manner consistent with the applicable Rental-Purchase Agreement Act, the Electronic Signatures in Global and National Commerce Act or other applicable statute. Additionally, Snap shall send a link the Consumer can use to access and download the executed RPA in a text message to the cell phone number provided by the Consumer and/or in an email to the email address provided by the Consumer.

D. ***Pre-Execution Disclosure of Total Cost.*** Snap shall disclose the Total Cost of its RPAs within the RPA in accordance with the applicable state law identified in Appendix 1. For the avoidance of any doubt, this provision requires that in any disclosure by Snap of the cost to acquire ownership of the Property before execution of such Consumer's RPA, Snap shall disclose the Total Cost to such Consumer more prominently than any other lower cost that such Consumer may incur under an Early Purchase Option; *provided, however*, that this provision does not apply to advertisements. For the avoidance of any doubt, if Snap discloses the Total Cost and any other potential lower costs via a list format, Snap may comply with this Section by listing the Total Cost prior to any other potential lower cost under an Early Purchase Option, as long as the Total Cost

is otherwise at least just as visible to the Consumer as the lower cost(s) (e.g., in at least the same font size and not obscured by pop-ups).

E. ***Post-Execution Display of Remaining Total of Payments.*** In any written disclosure by Snap of the remaining cost to acquire ownership of the Property after execution of such Consumer's RPA, Snap shall disclose the remaining Total Cost at least as prominently as the lowest cost available Early Purchase Option.

VI. CONTENT OF RPAs

The content of Snap's RPAs shall conform to the requirements and prohibitions of the applicable Rental-Purchase Agreement Act or similarly named statute identified in Appendix 1, including the requirements and prohibitions described in this Section.

A. ***RPA Act Compliance***. Snap shall comply with all provisions of the Rental-Purchase Agreement Acts or similarly named statutes identified in Appendix 1 as applicable to the content of RPAs including, but not limited to, the following:

1. Any limitation on the cost of lease services;

2. The disclosure of the Cash Price in connection with RPAs;

3. Any required itemization of certain amounts and charges in connection with RPAs;

4. Any requirements as to font size and type of certain disclosures in connection with RPAs;

5. Any requirement to include an Early Purchase Option or lease renewal payment chart to accompany the RPA;

6. Any prohibitions on the inclusion of certain terms and provisions in RPAs; and

7. Any requirement to stamp or affix certain "price tag" disclosures to the Property; *provided, however*, that Snap may satisfy such requirements by Clearly and Conspicuously making such disclosures through an electronic or digital format to the Consumer's own electronic device before execution of the RPA.

B. ***Right to Terminate; Surrender Process***. Snap's RPAs shall disclose how a Consumer can exercise their Right to Terminate consistent with Section VIII of this Agreement. For the avoidance of any doubt, this provision includes, but is not limited to, a prohibition on Snap defining "return" or "surrender" in such a way as to deny Consumers the Right to Terminate. Snap's RPAs shall include one of the following statements (or equivalent language consistent with the applicable Rental-Purchase Agreement Act or similarly named statute identified in Appendix 1): (1) "The Lessee may terminate the Agreement without penalty by voluntarily surrendering the Property in good repair upon expiration of any lease term along with any past due rental payments"; or (2) "The Lessee may terminate the Agreement at any time without penalty by voluntarily surrendering the Property in good repair."

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VII. SERVICING OF RPAs

A. ***Late Deliveries.*** For Consumers whose Property is scheduled for delivery by the Merchant or other delivery service after entering an RPA with Snap, if Snap is notified that the Property is not delivered as scheduled and confirms such delivery has not occurred after reasonable inquiry, Snap shall (a) suspend any obligation of the Consumer to make rental payments pursuant to RPAs for any undelivered Property identified in the RPA pending delivery, (b) refund any renewal payments made by the Consumer for the Property prior to the delivery date, (c) not charge any lease renewal payments for the missing Property until such time as it is delivered, and (d) take reasonable steps to identify the underlying delivery issue and reschedule delivery. A Consumer shall retain the Right to Terminate as set forth in the RPA and/or provided for under the applicable Rental-Purchase Agreement Act or similarly named statute identified in Appendix 1, notwithstanding any delayed delivery.

B. ***Property Damaged at Delivery.*** For Consumers whose Property is delivered by the Merchant or other delivery service after entering an RPA with Snap, Snap shall provide such Consumer with a reasonable period to inspect the Property following delivery and report to Snap if the Property specified in the RPA has any damage that requires repair or is so damaged that it must be replaced. If after a reasonable investigation Snap determines that the Property is not in the condition specified in the RPA, Snap will take steps to ensure that conforming Property is delivered within a reasonable period, and if such conforming Property is not delivered, Snap shall allow the Consumer to terminate the RPA without any further liability for the Consumer. Upon determination that the Property is not in the condition specified in the RPA, Snap shall refund any renewal rental payments made by the Consumer to Snap with respect to the non-conforming Property, provided that once conforming Property is delivered, regular rental payments shall commence.

C. ***Property Repairs During RPA.*** To the extent required by the applicable Rental-Purchase Agreement Act or similarly named statute identified in Appendix 1 and in accordance with the terms of the Consumer's RPA, after the Consumer takes possession of the Property, Snap shall maintain the Property in good working order except as may be caused by theft, destruction, abuse, or unreasonable wear and tear—or replace the Property over the course of the RPA. To the extent Snap is responsible to repair or replace an item of Property for a Consumer, Snap shall abide by the applicable law identified in Appendix 1, and to the extent Snap cannot make a repair within a reasonable period of time (or such other period as may be set forth in law or in the RPA) following the Consumer's notice to Snap of the need for repair or replacement and the Consumer providing Snap or Snap's designee with the right of access to such Property upon Snap's request between the hours of 9AM and 5PM local time on a business day or at such other time mutually agreed upon by the Consumer and Snap, for the completion of the repair or replacement via pick-up by Snap or a designated third party or at the Consumer's residence, Snap shall (1) temporarily substitute the Property with one of comparable quality and condition while repairs are being completed, (2) permanently replace the Property with an item equivalent to the Property as of the date the RPA was executed, or (3) offer the Consumer the option to terminate the RPA and Surrender, with no further liability for the Consumer other than past due lease payments or other amounts accrued prior to the Consumer providing notice to Snap of the need for repair or replacement, and fully refund any lease payments made by the Consumer for the item after the Consumer provided notice to Snap of the need for repair or replacement.

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D. ***Burden of Repairing or Replacing Property***. To the extent Snap is responsible for repairing an item of Property for a Consumer:

1. Snap shall not instruct a Consumer to ask a Merchant to repair or replace the Property. Snap, as owner of the Property, shall contact the Merchant or other repair or replacement entity or individual(s), to repair or replace the Property.

2. Snap shall make repairs or replacements, or arrange for such repairs or replacements with the Merchant or a third-party service provider, without charging or assessing any fee or penalty to the Consumer.

E. ***Change Payment Methods.*** Following execution of the RPA by the Consumer, upon timely notice of at least three (3) business days before the next payment date, Snap shall allow a Consumer to change their payment method to any valid, viable and/or verifiable alternative payment method permitted by Snap. Snap shall communicate to Consumers a consistent estimate of the time required for Snap to process ACH payment changes, which period shall not exceed three (3) business days.

F. ***Repossessions for Nonpayment of Rent.*** To the extent it is not Snap's then-current practice to repossess Property for nonpayment of rent, Snap shall not represent or imply that nonpayment of any past due amount will result in the seizure, attachment, or sale of any Property that is the subject of the underlying RPA.

VIII. RIGHT TO TERMINATE RPAs; SURRENDER OPTIONS

In connection with Consumers' termination of RPAs and surrender of Property, Snap shall conform to the requirements and prohibitions of the applicable Rental-Purchase Agreement Act or similarly named statute identified in Appendix 1, including the requirements and prohibitions described in this Section VIII.

A. ***Disclosure to Consumers***. Snap's RPAs shall disclose that a Consumer has the Right to Terminate. Snap shall include an "FAQ" on policies and procedures relating to RPA terminations and surrenders on a website or in a portal available to Consumers.

B. ***No Restrictions on Termination.*** Snap shall not mislead Consumers about their Right to Terminate, or the timeframe for doing so, and shall not interfere with a Consumer's Right to Terminate. Snap will provide accommodations to effectuate the Consumer's surrender of the Property to Snap, or an agent of Snap, as set forth in Section VIII(E).

C. ***Representations Regarding Returns and Surrender***. If Snap represents that it offers a specific option for returns, Snap must honor that representation.

D. ***Overdue Payments***. Snap shall not require Consumers to make any overdue lease renewal payments and/or fees due under their RPA as a condition precedent to Consumers exercising their Right to Terminate if such a requirement is prohibited by the applicable Rental-Purchase Agreement Act or similarly named statute identified in Appendix 1.

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E. ***Processing Termination and Surrender***. If a Consumer exercises their Right to Terminate, Snap shall promptly address the termination request and notify the Consumer of the applicable time period(s) for their surrender of the Property. Snap shall temporarily pause the accrual of lease renewal payments for a commercially reasonable period of time while Snap processes the termination request and to permit the Consumer time to effect Surrender. Snap may resume a Consumer's rental payment obligation under the RPA and collection efforts if a Consumer fails to surrender the Property within a commercially reasonable period. Snap, as the owner of the Property, shall not direct or otherwise require a Consumer to contact a Merchant regarding Surrender. If a Consumer exercises their Right to Terminate, Snap shall promptly provide the Consumer with their Surrender options, which may include, but need not be limited to, and need not include all of, the following (or their functional equivalent):

1. Directing the Consumer to ship the Property to Snap (or another location Snap designates) and providing the Consumer with a prepaid shipping label;

2. Having the Property picked up by Snap (or a third-party service) at the Consumer's address or other mutually-agreed-upon location;

3. Allowing the Consumer to obtain ownership of the Property without any obligation to make future lease renewal payments;

4. Offering the Consumer the option to donate the Property;

5. Deeming the Property Surrendered; and

6. Additional options that may be provided by Snap to Consumers from time to time, as appropriate.

IX. COMPLIANCE

A. ***Transition Period to Implement***. It is understood and agreed by the parties that the non-monetary provisions in this Agreement may require product development, software engineering, marketing, operations, and other business changes by Snap, which may require a reasonable transition time after the Effective Date. Snap will therefore have 180 days after the Effective Date to implement the non-monetary provisions of this Agreement. Snap may however request, in writing, additional time from the Executive Committee.

B. ***Compliance Reports***. For a period of three years, Snap shall prepare reports documenting its compliance with the injunctive provisions in this Agreement and shall conduct annual compliance reviews (which may be performed by in-house personnel) addressing the components listed below in connection with preparing each compliance report. For each annual review period, Snap shall also provide the final compliance report to the Executive Committee, which shall include the results in reasonable detail of the compliance reviews. The final compliance report for each annual review period shall also include a statement summarizing, in reasonable detail, how Snap audited and monitored Merchants for compliance with the Merchant training requirements of this Agreement during the annual review period and the results of such auditing and monitoring. The final compliance report for each annual review period shall also

include a statement of whether, to the knowledge of Snap based on the results of its compliance reviews, Snap has complied in all material respects with the injunctive provisions in this Agreement during the annual period reviewed and, if not, describing any exceptions and the actions taken or to be taken to remedy such exceptions. The first compliance report shall be provided to the Executive Committee one calendar year after the Implementation Date and shall relate to Snap's compliance during the first year following the Implementation Date. Two additional compliance reports shall be provided to the Executive Committee thereafter at one-year intervals following production of the initial compliance report, and shall relate to Snap's compliance during the second and third years following the Implementation Date (respectively), unless the parties agree in writing to a different schedule.

C. ***Materials To Be Audited by Snap***. Snap's annual compliance reports, described in Section IX(B) above, shall include a review of the following materials utilized during, or otherwise related to, the annual audit period for compliance with this Agreement:

1. All versions of Snap's website utilized during the annual audit period; and

2. Snap's point of purchase advertising materials distributed to any Merchants located in the Participating States by Snap during the annual audit period, including but not limited to banners, posters, and brochures.

X. MONETARY RELIEF

A. ***Full Lease Forgiveness.*** In consideration for the making and execution of this Agreement, Snap will provide full lease forgiveness for Consumers who entered into RPAs in Participating States from 2017 to 2022 whose lease accounts were still in Snap's control in November 2025 and were identified by Snap as in "charged off" status. The aggregate amount of lease forgiveness is $662,102,518. The aggregate number of Consumers who will receive this relief is 303,223. State-by-state lease forgiveness is described in Appendix 2.

B. ***Transfer of Ownership of Property.*** In consideration for the making and execution of this Agreement, Snap will release its ownership of the Property to the Consumers who will receive full lease forgiveness as identified in Section X(A).

C. ***Payments to Participating States.*** In consideration for the making and execution of this Agreement, Snap will pay by wire transfers to the Participating States the sums identified in Appendix 3, which sums total $2,750,000 as described in Appendix 3. Each Participating State shall designate an account for receipt of such payments no later than 15 days from the Effective Date, and such payments will be made by Snap no later than 60 days from the Effective Date. Said payments may be used for any use permitted by state law, as determined in the sole discretion of the Attorney General of a Participating State, including but not limited to: attorneys' fees, and other costs of investigation, or to be placed in, or applied to, any consumer protection law enforcement fund, including future consumer protection enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto; *provided, however,* no portion of this payment shall be designated as a fine, penalty, or forfeiture.

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D. The Parties hereby acknowledge, agree, and understand that, notwithstanding anything to the contrary in this Agreement, for purposes of Section 162(f) of the Internal Revenue Code, $662,102,518 of the Settlement Amount constitutes restitution or remediation, as defined in Treasury Regulations § 1.162-21(e)(4), for damage or harm asserted by the Attorneys General to have been caused by the potential violation of a law and is an amount paid for the purpose of remediating the damage or harm allegedly caused, including to restore affected persons to the same or substantially similar position or condition as existed prior to such damage or harm allegedly caused. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code of 1986, 26 U.S.C. § 162(f)(2)(A)(ii), performance of Section X(A) of this Agreement (Full Lease Forgiveness) is, and shall for all purposes be deemed to be, restitution/remediation. The Parties further acknowledge, agree, and understand that Snap will incur additional amounts, which are as yet unknown, to come into compliance with applicable laws as a consequence of Snap's obligations as set forth in other provisions of this Agreement.

E. Each Participating State shall complete and file Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of the year following the calendar year in which this Agreement becomes binding. The Participating States shall furnish Copy B of such Form 1098-F to Snap on or before January 31 of the year following the calendar year in which this Agreement becomes binding.

F. The Participating States agree that any return, amended return, or written statement filed or provided pursuant to Section X, and any similar document, shall be prepared and filed in a manner consistent with reporting the Settlement Amount as the "Total amount required to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F, the amount of the "Payments to Participating States" pursuant to this Agreement in Box 2 of IRS Form 1098-F, and the amount of lease forgiveness as the "Restitution/remediation amount" in Box 3 of IRS Form 1098-F, and that Codes A, B, C, and E shall be entered in Box 9 of IRS Form 1098-F.

XI. RELEASE

By execution of this Agreement and following a full and complete payout of the sums provided in Section X, the signatory Attorney General releases and discharges, to the fullest extent permitted by law, Snap (as that term is defined herein), from any and all civil causes of action, claims, damages, costs, attorneys' fees, or penalties arising from the Covered Conduct occurring before or as of the Effective Date that the Attorney General, either in his or her sovereign enforcement capacity or as *parens patriae*, has asserted or could have asserted against Snap and constituting a claim under the Participating States' consumer protection laws or Rental-Purchase Agreement Acts or similarly named statutes identified in Appendix 1 (the "Released Claims"). Notwithstanding any term of this Agreement, the following do not compromise Released Claims:

A. Private rights of action, including any claims Consumers have or may have on an individual or class basis under state consumer protection laws or Rental Purchase Agreement Acts against any person or entity, including Snap;

B. Claims of environmental or tax liability;

C. Criminal liability;

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D. Claims for property damage;

E. Claims alleging violations of state, local, or federal securities laws;

F. Claims alleging violations of state, local, or federal antitrust laws;

G. Any other civil or administrative liability that any person or entity, including Snap, has or may have to the State and any subdivision thereof, not covered by the release in this Section XI;

H. Any obligations created under this Agreement.

XII. MOST FAVORED NATIONS PROVISION

If, on or before December 31, 2027, Snap settles the same or similar claims through an agreement, order, consent judgment, or any similar arrangement with three or more state signatories (whether settled at the same time or not) that are not Participating States which (1) resolves claims arising from the same Covered Conduct at issue in the Agreement; and (2) incorporates a payment framework under which a Participating State would have received more favorable overall payment terms than under this Agreement, the Participating State may obtain overall payment terms at least as favorable to those obtained in the agreement(s). If a Participating State believes that the conditions set forth in this Section have been satisfied and Snap has failed to make a required payment, or has made a payment of less than the required amount, the Parties shall follow the Meet and Confer process set forth in Section XIII. "Overall payment terms" refers to consideration of all payment terms of this Agreement and each subsequent agreement, taken together, including but not limited to the amount of payments, the timing of payments, and the conditions or contingencies on payments. The parties agree that substantial value should be provided to the lease forgiveness allocated to the Participating States, as included in Appendix 2 of this Agreement.

XIII. ENFORCEMENT

If a Participating State determines that Snap has failed to comply with the terms of this Agreement as it pertains to such Participating State, and if in the Participating State's reasonable discretion the failure to comply does not threaten the health or safety of the citizens of the Participating State and/or does not create an emergency requiring immediate action, the Participating State exercising such discretion shall notify Snap in writing of such alleged failure to comply. Notice under this Section XIII shall be provided directly to Snap (through its in-house counsel) and to Snap's undersigned counsel. Snap shall then have 30 days from receipt of such written notice to provide a good faith written response to the Participating State; *provided, however,* the Participating State may agree to provide Snap with more than 30 days to respond. Snap's written response to the Participating State shall include, at a minimum, either: (1) a statement explaining why Snap believes it is in full compliance with the Agreement; or (2) a detailed explanation of how the alleged violation(s) occurred and how the alleged violation(s) have been addressed or cured. No Participating State shall bring suit for any alleged violation of this Agreement unless and until the Participating State has provided Snap notice and the opportunity to cure under the terms of this provision. If Snap adequately cures the violation and the Participating State does not have a reasonable basis to believe that the violation was willful, the

Participating State shall not pursue any enforcement action, penalties, or sanctions against Snap with respect to that violation.

XIV. GENERAL PROVISIONS

A. ***Costs and Attorneys' Fees.*** The Parties will bear their own costs and attorneys' fees except as otherwise provided in this Agreement. Snap agrees that this Agreement does not entitle it to seek or to obtain attorneys' fees from any Participating State as a prevailing party under any statute, regulation, or rule, and Snap further waives any right to attorneys' fees from the Participating States that may arise under such statute, regulation, or rule.

B. ***Statutory Application.*** Where reference is made in this Agreement to a Rental-Purchase Agreement Act or similarly named statute identified in Appendix 1, the applicable law shall be the Rental-Purchase Agreement Act or similarly named statute of the Participating State in which the relevant RPA is executed, with regard to RPAs offered by brick-and-mortar Merchants and shall be the Rental-Purchase Agreement Act or similarly named statute of the Participating State in which the Consumer resides with regard to RPAs offered by Merchants through E-commerce. Insofar as the requirements of the statutes listed in Appendix 1 vary across Participating States, the Parties understand that the law to be applied in connection with a particular RPA is the law of the Participating State in which the RPA is or was executed, or in the context of E-commerce, the Participating State in which the Consumer resides.

C. ***Implementation Date.*** To the extent any of the affirmative or prohibitive terms of this Agreement will require Snap to modify its business practices, Snap will implement such required modifications within 180 days of the Effective Date. All other affirmative or prohibitive terms of the Agreement shall be implemented by the Effective Date. If 180 days is not sufficient for one or more identified items, Snap may request, in writing, additional time for implementation from the Participating States.

D. ***Changes in the Law.*** In the event there is a change to any of the laws identified in Appendix 1 and the change in the law relates to any of the terms of this Agreement, the change in law supersedes the term(s) in this Agreement. In the event there is a change to any law that impacts any of the terms of this Agreement, the change in the law supersedes the term(s) in this Agreement. In the event there is a new law that impacts any of the terms of this Agreement, the change in the law supersedes the term(s) in this Agreement.

E. ***Changes in Technology or Business Practices.*** Snap may seek to modify its obligations in this Agreement to address changes in technology and/or business practices as follows: In the event that any modification to Snap's business practices (including technological enhancements) would conflict with, render impracticable, or materially impair Snap's ability to comply with any aspect of this Agreement, Snap may propose modifications to the affected provision(s) of the Agreement, and shall provide the Participating States with written notice describing in reasonable detail the change in technology or business practice; the specific provision(s) of the Agreement affected; the nature of the conflict or impracticability; and Snap's proposed modification(s). Upon receipt of such notice, the Parties shall promptly confer in good faith to attempt to reach a mutually acceptable resolution that permits Snap to comply with applicable law and implement reasonable technological or business practice enhancements, and the Parties shall use reasonable efforts to complete this good faith engagement within 30 days of the Participating States' receipt of Snap's written notice, or such other period as the Parties may

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mutually agree in writing. If the Parties are unable to reach resolution through good faith engagement within that period, the Parties shall engage in mediation, at Snap's expense, before a mutually agreed mediator (or, failing agreement, a mediator appointed by an agreed dispute-resolution provider), and such mediation shall be conducted on an expedited basis, with the goal of resolving the issue as promptly as practicable. In conducting the mediation and formulating any recommendations, the mediator shall consider the issue from the perspective of providing Snap with reasonable flexibility to make technological and operational enhancements to its business practices, while ensuring its compliance with applicable laws. This Agreement shall further permit Snap, upon written approval of one or more Participating States, to deviate from specific requirements of this Agreement in such Participating State where such deviation is reasonably necessary to account for changes in technology, to implement improved services for Snap's Consumers, or to reflect material changes in prevailing industry practices; any such deviation shall be documented in a written amendment, modification, or waiver signed by Snap and the Participating State, and shall be deemed incorporated into and enforceable as part of this Agreement, and in evaluating any requested deviation, the Participating State shall consider whether the proposed change, taken as a whole, maintains or enhances protections for Consumers, even if specific requirements of the Agreement are relaxed, modified, or replaced. Except as modified, all other terms of this Agreement shall remain in full force and effect, and pending resolution of any request under this Section, Snap shall continue to comply with the existing terms of this Agreement to the extent reasonably practicable and consistent with applicable law.

F. ***Settlement Period.*** The obligations of this Agreement set forth in Sections III to VIII shall expire five years after the Effective Date.

G. ***No Admissions.*** The Parties have entered into this Agreement without trial of any issue of fact or law and this Agreement represents a compromised settlement of disputed issues and shall not be deemed or construed as: (a) an admission whatsoever of the truth or falsity of any claims or allegations made herein or any potential claims; (b) an admission by Snap that it has violated or breached any law, statute, regulation, requirement, term, provision, covenant or obligation of any agreement, decision, other source of law, contractual obligation or other duty whatsoever, all of which Snap expressly denies; or (c) an acknowledgment or admission by the Parties of any duty, obligation, fault, or liability whatsoever to any other party or to any third party, all of which Snap expressly denies. This Agreement does not constitute a finding of law or fact, or any evidence supporting any such finding, by any court or agency that Snap has engaged in any act or practice declared unlawful by any laws, rules, or regulations of any state. Snap denies any liability or violation of law and enters this Agreement without any admission of liability. To the extent that Snap makes changes to its advertising or business acts, practices, policies, procedures, or materials to achieve or to facilitate conformance with this Agreement, the changes shall not be taken as or construed to be an admission by Snap of any kind, and shall not constitute or be used as evidence of the Participating States' allegations of fact, Snap's violation of any law, rule or regulation, or liability or wrongdoing, including an admission by Snap that any of its advertising or business acts, practices, policies, procedures, or materials are or have been in violation of state law or regulation. It is the intent of the Parties that this Agreement shall not be used as evidence or precedent in any action or proceeding, except an action to enforce this Agreement, and that no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose.

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H. ***No Inferences from Commitments.*** The provisions of this Agreement which state that Snap shall perform a certain action or engage in certain practices or conduct itself in a certain manner (e.g., comply with various statutes), shall not be construed to imply that Snap did not perform that action or engage in that practice or conduct itself in that manner before the Effective Date of this Agreement. Likewise, the provisions of this Agreement stating that Snap shall not perform a certain action or engage in certain practices or conduct itself in a certain manner shall not be construed to imply that Snap performed that action, or engaged in that practice, or conducted itself in that manner before the Effective Date of this Agreement.

I. ***No Effect on Defenses.*** Neither this Agreement nor anything therein shall be construed or used as a waiver, limitation, or bar on any defense otherwise available to Snap, or on Snap's right to defend itself from or make arguments in any pending or future legal or administrative action, proceeding, or state, local, or federal claim or suit, including without limitation, claims or suits by other States or Attorneys General, or private individual or class action claims or suits relating to Snap's conduct prior to the execution of this Agreement, or to the existence, subject matter, or terms of this Agreement. Nothing in this Agreement shall be construed to waive, limit, or expand any claims of sovereign immunity the Participating States or their respective Attorneys General may have in any action or proceeding.

J. ***No Endorsement or Approval.*** Acceptance of this Agreement by the Participating States is not an endorsement or approval by the Participating States or their Attorneys General of any of Snap's practices or procedures, and Snap shall make no representation to the contrary.

K. ***Compliance Through Third Parties.*** Nothing shall prevent Snap from fulfilling its obligations to comply with this Agreement through the assistance of third parties. However, regardless of whether third parties so assist Snap, it is solely Snap's responsibility to ensure that its obligations under this Agreement are satisfied. Snap shall provide a copy of this Agreement to, or otherwise fully apprise, its officers, directors, and contractors responsible for carrying out and effecting the terms of this Agreement. To the extent the individuals occupying the above listed positions change, Snap shall provide a copy of this Agreement to the replacements within thirty (30) days from the date on which such person assumes his/her position with Snap.

L. ***Privacy Protections.*** This Agreement does not supplant or in any way restrict Snap's legal rights and ability to demand formal legal process to protect its consumers' privacy rights and/or to protect Snap from potential liability for disclosing or sharing such information without legal process. In all other respects, Snap hereby accepts and expressly waives any defect in connection with such service of process issued to Snap by the Participating States related to this Agreement.

M. ***Good Faith and Voluntary Entry.*** This Agreement is entered into voluntarily by Snap as its own free and voluntary act, without trial or adjudication of any issue of fact or law or finding of liability of any kind, and with full knowledge and understanding of the nature of the proceedings and the obligations and duties imposed upon it by this Agreement, and Snap consents to its entry without further notice. Further, this Agreement is the result of good faith negotiations, and the terms are fair and reasonable.

N. ***Entire Agreement.*** This Agreement represents the full and complete terms of the settlement entered by the Parties. In any action undertaken by the Parties, neither prior versions of this Agreement nor prior versions of any of its terms that were not entered by a court or agreed to by any Party may be introduced for any purpose whatsoever.

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O. ***Destruction of Documents.*** Within thirty (30) days of the Effective Date, the Participating States shall provide Snap with written confirmation that they destroyed all documents, videos, recordings, transcripts, and all other materials Snap produced to the Participating States during the course of the investigation.

P. ***Defenses Available to Snap.*** Nothing in this Agreement shall be construed to prevent Snap from raising any defense against any consumer or regulatory agency, including but not limited to set-off, double recovery, and any other defenses available under the law.

Q. ***Execution.*** This Agreement may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. A facsimile or .pdf signature shall be deemed to be, and shall have the same force and effect as, an original signature.

R. ***Notices.*** All notices or other documents to be provided under this Agreement shall be sent by United States mail, certified mail return receipt requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the notice or document, and shall have been deemed to be sent upon mailing. Additionally (but not in lieu of the aforementioned mailing), a copy of all written notices or documents to be provided under this Agreement shall be sent via email. The Parties' initial designees and addresses for receiving notice are below. Any Party may update its designee or address by sending written notice to the other Party informing them of the change.

For Snap:

Chief Executive Officer
Chief Legal Officer

Ashley L. Taylor, Jr.
Christopher W. Carlson, Jr.
Matthew J. Berns
1001 Haxall Point, 15th Floor
Richmond, VA 23219
ashley.taylor@troutman.com
chris.carlson@troutman.com
matthew.berns@troutman.com

Jenny N. Perkins
Adrian R. King, Jr.
1735 Market Street, 51st Floor
Philadelphia, PA 19103
perkinsj@ballardspahr.com
kinga@ballardspahr.com

For the Participating States:

See Appendix 4.

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S. ***No Waiver.*** The Parties understand and agree that this Agreement shall not be construed as an approval or a sanction by the Attorneys General of the Participating States of Snap's business practices, nor shall Snap represent that this Agreement constitutes an approval or sanction of its business practices. The Parties further understand and agree that any failure by the Attorneys General for the Participating States to take any action in response to any information submitted pursuant to this Agreement shall not be construed as an approval, waiver, or sanction of any representations, acts, or practices indicated by such information, nor shall it preclude action thereon at a later date. Furthermore, any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

T. ***Severability.*** If any clause, provision, paragraph, or section of this Agreement shall for any reason be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, paragraph, or section of this Agreement and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, paragraph, or other provision had not been contained herein. If any clause, provision, paragraph, or section of this Agreement shall, for any reason, be held illegal, invalid, or unenforceable against any Party, such clause, provision, paragraph, or section of this Agreement shall be illegal, invalid, or unenforceable against any other Party that enters a substantively identical Agreement.

U. ***Construction.*** Each Party has cooperated in (and in any construction to be made of this Agreement shall be deemed to have cooperated in) the drafting and the preparation of this Agreement. Any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in any interpretation of this Agreement.

V. ***Modification.*** The terms of this Agreement may only be modified by a subsequent written agreement.

W. ***Compliance with Applicable Laws.*** Nothing in this Agreement shall be construed as relieving Snap of the obligation to comply with all local, state, and federal laws, regulations, or rules, nor shall any of the provisions of this Agreement be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules.

X. ***Purpose of Agreement.*** It is the intent of the Parties that this Agreement not be used by third parties in other cases to demonstrate liability or violation of law nor be binding on Snap in any respect other than in connection with the enforcement of this Agreement. Further, this Agreement may only be enforced by the Parties hereto. Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not Snap or a Participating State, including any State that is not a Participating State or Attorney General who does not hold office in a Participating State; *provided, however*, this Agreement shall be binding upon the Parties and their successors and assigns; *and further provided, however*, the Participating States may not assign or otherwise convey any right to enforce any provision of this Agreement. In no event shall assignment of any right, power, or authority under this Agreement avoid compliance with this Agreement. Nothing in this Agreement shall be construed to confer or limit any private right of action that a consumer, person, or entity,

TD : 000019 of 000045 Presiding Judge: HON. KATHRYN GABHART (614428) 2924E13C-881E-4FAF-B66B-F7A59C140328 : 000064 of 000093

or any cause of action that a local, state, federal, or other governmental entity, may hold against Snap. Nothing in this provision shall be interpreted to permit multiple recoveries for the same harm or conduct.

Y. ***No Waiver of Privileges or Protections.*** Nothing contained in this Agreement, and no act required to be performed pursuant to this Agreement, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

Z. ***Prior Use.*** This Agreement supersedes any prior agreements or understanding, whether oral or written, concerning the Agreement embodied therein. The Parties acknowledge that there are no documents, representations, inducements, agreements, understandings, or promises that constitute any part of this Agreement or the settlement it represents other than those expressly contained in this Agreement.

AA. ***Representation and Warranty.*** Snap represents and warrants that Christopher W. Carlson, partner at the law firm Troutman Pepper Locke LLP, as Snap's signatory to this Agreement, is duly authorized to sign this Agreement on behalf of Snap. The undersigned representatives of each Participating State certify that they are fully authorized to execute this Agreement on behalf of their respective State.

[SIGNATURES ON FOLLOWING PAGES]

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COUNSEL FOR SNAP FINANCE

By: _____ Date: 10/20/2026

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804-697-1224
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matt.berns@troutman.com

Clayton S. Friedman
TROUTMAN PEPPER LOCKE LLP
100 Spectrum Drive, Suite 1500
Irvine, CA 92618
949-622-2733
clayton.friedman@troutman.com

By: _____ Date: October 20, 2026

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Adrian R. King, Jr.
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215-665-8500
perkinsj@ballardspahr.com
kinga@ballardspahr.com

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FOR THE STATE OF ARKANSAS

Office of Arkansas Attorney General Tim Griffin

By: Amanda J. Wentz Date: 10/08/2026

Name: Amanda Wentz

Title: Senior Assistant Attorney General, Consumer Protection Division

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FOR THE STATE OF FLORIDA

JAMES UTHMEIER

Attorney General

Victoria Butler
Director, Consumer Protection Division
Florida Bar No. 861250
Office of the Attorney General
State of Florida
Department of Legal Affairs
3507 East Frontage Road, Suite 325
Tampa, FL 33607

Accepted this 20th day of October, 2026

Michael Roland
Assistant Attorney General
Florida Bar No. 44856
Office of the Attorney General
State of Florida
Department of Legal Affairs
PL-01 The Capitol
Tallahassee, Florida 32399-1050
Phone: (850) 414-3300

Accepted this 20th day of October, 2026

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TD : 000023 of 000045

For the State of Georgia:

By: */s/Daniel Walsh* Date: 10/21/2026

Daniel Walsh
Deputy Attorney General
Consumer Protection Division
Georgia Office of the Attorney General
40 Capitol Square, SW
Atlanta, Georgia 30334
dwalsh@law.ga.gov
404/458-3558

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FOR THE STATE OF IDAHO

Idaho Attorney General Raúl R. Labrador

By: _____ Date: 10/20/2026

Name: Matthew L. Maurer

Title: Chief, Consumer Protection Division

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FOR THE STATE OF IOWA

Iowa Attorney General Brenna Bird

By: /s/ Daniel L. Barnes Date: 10/20/2026

Name: Daniel L. Barnes

Title: Deputy Attorney General for Consumer Protection

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FOR THE STATE OF KANSAS

Kansas Attorney General Kris W. Kobach

By: _____ Date: September 28, 2026

Name: Paul Shipp, #20263

Title: Assistant Attorney General for Public Protection – Consumer Protection

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FOR THE COMMONWEALTH OF KENTUCKY

Kentucky Attorney General Russell Coleman

By: */s/ Philip R. Heleringer* Date: October 7, 2026

Name: Philip R. Heleringer

Title: Executive Director, Office of Consumer Protection

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FOR THE STATE OF LOUISIANA

ATTORNEY GENERAL LIZ MURRILL

By: ZaTabia Williams Date: 10/2/2026

ZaTabia Williams
Assistant Attorney General
Louisiana Department of Justice
Public Protection Division
Consumer Protection Section
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Baton Rouge, Louisiana 70802
WilliamsZ@ag.louisiana.gov
Telephone: (225)326-6400
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FOR THE STATE OF MISSISSIPPI

Mississippi Attorney General Lynn Fitch

By: Sandra D. Buchanan Date: 10/12/26

Name: Sandra D. Buchanan

Title: Special Assistant Attorney General

(Snap Finance AVC)

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FOR THE STATE OF MISSOURI

Missouri Attorney General Catherine Hanaway

By: /s/ Alison L. Esbeck Date: 10/16/2026

Name: Alison L. Esbeck

Title: Assistant Attorney General

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FOR THE STATE OF NORTH DAKOTA

DREW H. WRIGLEY
Attorney General

By: */s/ Elin S. Alm*_____ Date: October 1, 2026

Elin S. Alm (ND ID 05924)
Director/Assistant Attorney General
Consumer Protection and Antitrust Division
Office of Attorney General
1720 Burlington Drive, Suite C
Bismarck, ND 58504-7736
Telephone (701) 328-5570
ealm@nd.gov

Attorneys for State of North Dakota,
ex rel. Drew H. Wrigley, Attorney General

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FOR THE STATE OF NEBRASKA

Nebraska Attorney General Michael T. Hilgers

By: _____ Date: 10/12/2026

Name: Beatrice Strnad

Title: General Counsel

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FOR THE STATE OF OKLAHOMA

Oklahoma Attorney General Gentner Drummond

By: Mackenzie Jordan Date: 10/07/2026

Mackenzie Jordan

Assistant Attorney General Consumer Protection

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FOR THE STATE OF TEXAS

Office of the Attorney General

By: /s/ Kaylie Buettner Date: 10/20/2026

KAYLIE BUETTNER
State Bar No. 24109082
Assistant Attorney General
Office of the Attorney General of Texas
Consumer Protection Division
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Kaylie.Buettner@oag.texas.gov

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FOR THE STATE OF UTAH AND THE UTAH DIVISION OF CONSUMER PROTECTION

Utah Attorney General Derek Brown

By: */s/ Peishen Zhou* Date: October 20, 2026

Name: Peishen Zhou

Title: Assistant Attorney General

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FOR THE STATE OF WEST VIRGINIA

West Virginia Attorney General John B. McCuskey

By: Ann L. Haight Date: October 1, 2026

Name: Ann L. Haight

Title: Senior Deputy Attorney General and Director, Consumer Protection & Antitrust Division

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FOR THE STATE OF WYOMING

Attorney General Keith G. Kautz

By: _____ Date: 10/20/26

Name: William. T. Young

Title: Assistant Attorney General

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Appendix 1 – State Rental-Purchase Agreement Acts

1. Arkansas: Ark. Code §§ 4-92-101 *et seq*.
2. Florida: Fla. Stat. §§ 559.9231 *et seq*.
3. Georgia: Ga. Code Ann. §§ 10-1-680 *et seq*.
4. Idaho: Idaho Code §§ 28-36-101 *et seq*.
5. Iowa: Iowa Code §§ 537.3601 *et seq*.
6. Kansas: Kan. Stat. §§ 50-681 *et seq*.
7. Kentucky: Ky. Rev. Stat. §§ 367.976 *et seq*.
8. Louisiana: La. Rev. Stat. Ann. §§ 9:3351 *et seq*.
9. Mississippi: Miss. Code Ann. §§ 75-24-151 *et seq*.
10. Missouri: Mo. Rev. Stat. §§ 407.660 *et seq*.
11. Nebraska: Neb. Rev. Stat. §§ 69-2101 *et seq*.
12. North Dakota: N.D.C.C. §§ 51-15-01 et seq.; N.D.C.C. §§ 47-15.1-01 *et seq*.
13. Oklahoma: 59 Okla. Stat. Ann. §§ 1950 *et seq*.
14. Texas: Bus. & Com. Code Ann. §§ 92.001 *et seq.*
15. Utah: Utah Code Ann. §§ 15-8-1 *et seq*.
16. West Virginia: W. Va. Code §§ 46B-1-1, *et seq*.; W. Va. Code R. §§ 142-22-1 *et seq*.
17. Wyoming: Wyo. Stat. Ann. §§ 40-19-101 *et seq*.

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Appendix 2 – Lease Forgiveness by State

	State	***Accounts***	***Amount***
1.	Arkansas	9,352	$18,449,844
2.	Florida	62,753	$135,643,677
3.	Georgia	31,647	$65,097,488
4.	Idaho	1,846	$3,404,135
5.	Iowa	1,287	$2,367,148
6.	Kansas	2,996	$5,143,468
7.	Kentucky	6,046	$12,313,492
8.	Louisiana	6,259	$13,249,796
9.	Mississippi	4,266	$8,467,609
10.	Missouri	3,707	$6,979,354
11.	Nebraska	1,349	$2,652,091
12.	North Dakota	944	$1,851,707
13.	Oklahoma	9,439	$18,050,323
14.	Texas	148,295	$344,486,039
15.	Utah	8,913	$16,758,262
16.	West Virginia	2,505	$4,442,388
17.	Wyoming	1,619	$2,745,697
	TOTAL:	303,223	$662,102,518

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Appendix 3 – Payments to Participating States

	State	***Payment Amount***
1.	Arkansas	$ 150,000
2.	Florida	$ 150,000
3.	Georgia	$ 150,000
4.	Idaho	$ 150,000
5.	Iowa	$ 250,000
6.	Kansas	$ 150,000
7.	Kentucky	$ 150,000
8.	Louisiana	$ 150,000
9.	Mississippi	$ 150,000
10.	Missouri	$ 150,000
11.	Nebraska	$ 250,000
12.	North Dakota	$ 150,000
13.	Oklahoma	$ 150,000
14.	Texas	$ 150,000
15.	Utah	$ 150,000
16.	West Virginia	$ 150,000
17.	Wyoming	$ 150,000
	TOTAL:	$2,750,000

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Appendix 4 – State Notice Designations

State of Arkansas
Amanda Wentz
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consumer@arkansasag.gov

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Michael Roland
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Philip R. Heleringer
Jonathan E. Farmer
Kristen R. De La Garza
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jonathan.farmer@ky.gov
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Assistant Attorney General
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Kaylie Buettner
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kaylie.buettner@oag.texas.gov

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State of Utah
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State of West Virginia
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Consumer Protection & Antitrust Division
Office of the West Virginia Attorney General
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Street address:
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consumer@wvago.gov

State of Wyoming
William T. Young
Consumer protection & Antitrust Unit
Wyoming Attorney General's Office
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william.young@wyo,gov

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AOC-105 Doc Code: CI
Rev. 8-26

Commonwealth of Kentucky
Court of Justice *www.kycourts.gov*

CR 4.02; 5.01; 5.02; 5.03; 5.04; 5.05

CIVIL SUMMONS

Case No: **26-CI-00999**
Court: **CIRCUIT**
County: **SCOTT**
Division: **CIRCUIT**

Plaintiff, **COM. OF KY., EX REL. RUSSELL COLEMAN VS. SNAP RTO LLC ET AL**, *Defendant*

Service of Process Agent for Defendant:

SNAP RTO LLC

1193 WEST 2400 SOUTH

SALT LAKE CITY, UT 84119

THE COMMONWEALTH OF KENTUCKY
TO THE ABOVE-NAMED DEFENDANT(S):

A lawsuit has been filed against you in the Court listed above. A copy of the lawsuit is attached to this summons. **Read this summons and the attached lawsuit carefully.**

1. **You or your attorney must file a written defense (usually called an "Answer") within 20 days following the date you received this summons.** The 20 days starts to run the day after you were served. This Answer must be filed with the Circuit Court Clerk in the county listed above. **If an Answer is not filed, a default judgment may be entered against you.**
2. You or your attorney must serve a copy of your Answer on each Plaintiff by mail, hand-delivery, or any other method allowed by Kentucky Rules of Civil Procedure, Rule 5. If a Plaintiff is represented by an attorney, you must serve your Answer to the attorney instead of the Plaintiff. The name and address of each Plaintiff or Plaintiff's attorney are listed in the attached lawsuit. You must file a certificate of service, which may be filed with your Answer,stating the date you served your Answer on each Plaintiff or Plaintiff's attorney and the method you used to serve it.

Date: **10/21/2026**

Scan the QR code to visit the KCOJ's Legal Self-Help webpage to access additional available resources

Scott Circuit Clerk

Proof of Service

This Summons was served by delivering a true copy and the Complaint (or other initiating document) to:

_____

this Date _____

_____
Served By

_____
Title

Summons ID: @90006090066
CIRCUIT: 26-CI-00999 Return to Filer for Service
COM. OF KY., EX REL. RUSSELL COLEMAN VS. SNAP RTO LLC ET AL

eFiled

2924E13C-881E-4FAF-B66B-F7A59C140328 : 000091 of 000093
Presiding Judge: HON. KATHRYN GABHART (614428)
CI : 000001 of 000001

AOC-105 Doc Code: CI
Rev. 8-26

Commonwealth of Kentucky
Court of Justice *www.kycourts.gov*

CR 4.02; 5.01; 5.02; 5.03; 5.04; 5.05

CIVIL SUMMONS

Case No: **26-CI-00999**
Court: **CIRCUIT**
County: **SCOTT**
Division: **CIRCUIT**

Plaintiff, **COM. OF KY., EX REL. RUSSELL COLEMAN VS. SNAP RTO LLC ET AL**, *Defendant*

Service of Process Agent for Defendant:

SNAP FINANCE LLC

1193 WEST 2400 SOUTH

SALT LAKE CITY, UT 84119

THE COMMONWEALTH OF KENTUCKY
TO THE ABOVE-NAMED DEFENDANT(S):

A lawsuit has been filed against you in the Court listed above. A copy of the lawsuit is attached to this summons. **Read this summons and the attached lawsuit carefully.**

1. **You or your attorney must file a written defense (usually called an "Answer") within 20 days following the date you received this summons.** The 20 days starts to run the day after you were served. This Answer must be filed with the Circuit Court Clerk in the county listed above. **If an Answer is not filed, a default judgment may be entered against you.**
2. You or your attorney must serve a copy of your Answer on each Plaintiff by mail, hand-delivery, or any other method allowed by Kentucky Rules of Civil Procedure, Rule 5. If a Plaintiff is represented by an attorney, you must serve your Answer to the attorney instead of the Plaintiff. The name and address of each Plaintiff or Plaintiff's attorney are listed in the attached lawsuit. You must file a certificate of service, which may be filed with your Answer,stating the date you served your Answer on each Plaintiff or Plaintiff's attorney and the method you used to serve it.

Date: **10/21/2026**

Scan the QR code to visit the KCOJ's Legal Self-Help webpage to access additional available resources

Scott Circuit Clerk

Proof of Service

This Summons was served by delivering a true copy and the Complaint (or other initiating document) to:

_____

this Date _____

_____
Served By

_____
Title

Summons ID: @90006090067
CIRCUIT: 26-CI-00999 Return to Filer for Service
COM. OF KY., EX REL. RUSSELL COLEMAN VS. SNAP RTO LLC ET AL

eFiled

2924E13C-881E-4FAF-B66B-F7A59C140328 : 000092 of 000093
Presiding Judge: HON. KATHRYN GABHART (614428)
CI : 000001 of 000001

Commonwealth of Kentucky
Tina Foster, Scott Circuit Clerk

Case #: 26-CI-00999 **Envelope #:** 15204621

Received From: KRISTEN DE LA GARZA **Account Of:** KRISTEN DE LA GARZA

Case Title: COM. OF KY., EX REL. RUSSELL COLEMAN VS SNAP RTO LLC ET AL **Confirmation Number:** commonwealth

Filed On 10/21/2026 11:51:30AM

#	Item Description	Amount
1	Court Facilities Fee	$25.00
2	Court Facilities Fee	-$25.00
3	Access To Justice Fee	$20.00
4	Access To Justice Fee	-$20.00
5	Money Collected For Others(Court Tech. Fee)	-$20.00
6	Money Collected For Others(Court Tech. Fee)	$20.00
7	Money Collected For Others(Attorney Tax Fee)	$5.00
8	Money Collected For Others(Attorney Tax Fee)	-$5.00
9	Library Fee	$1.00
10	Library Fee	-$1.00
11	Civil Filing Fee	-$188.00
12	Civil Filing Fee	$188.00
	TOTAL:	$0.00

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