



AGREEMENT FOR THE PURCHASE AND SALE OF FUTURE RECEIVABLES

This purchase and sale of future receivables agreement ("Agreement") dated 07/18/2023, is made by and between Westwood Funding Solutions, LLC, located at 4601 Sheridan St #501, Hollywood, FL 33014 (hereinafter "Westwood" or "Purchaser") and each Seller listed below, RIVAS TRANSFER LLC (together referred to as "Seller").

SCHEDULE OF PURCHASED RECEIPTS	
Purchase Price: The Purchase Price is the amount Westwood is paying upfront for the Purchase Amount before deducting any Fee or REFI.	<u>\$130,000.00</u>
Purchase Amount: The Purchase Amount is the amount of future receivables Westwood is purchasing from Seller.	<u>\$191,100.00</u>
Payoff/Refinance ("REFI"): If Seller has an open balance with either Westwood or another third party, Seller may request Westwood to Payoff said balance with part or all of the Purchase Price.	\$0.00
Origination Fee: Fee to Westwood for underwriting costs that is applied and deducted from the purchase amount.	\$6,500.00
Estimated Payment ("EP"): An estimated initial amount calculated based on Sellers's past receivables amount and the Percentage Purchased, to be paid from the Seller's receivables to Westwood, which is subject to Reconciliation pursuant to Section A (3).	\$5,620.59 weekly
Net Proceeds Received by Seller(s): Purchase Price received by Seller minus any Fees and/or any Payoff from REFI.	\$123,500.00
Average Monthly Revenue ("AMR"): The Average Monthly Revenue is the average of a minimum of the latest three full months of Seller's revenue as calculated by Westwood's underwriters based on the bank statements provided to Westwood by Seller or its agents.	\$59,951.32
Percentage Purchased ("PP"): The Percentage Purchased is the percentage of receivables of the Average Monthly Revenue above to be remitted to Westwood until the Purchase Amount is fully remitted to Westwood or the Seller no longer has such obligation pursuant to the terms of the Agreement.	41.00%

THIS AGREEMENT IS NOT A LOAN: ALL PARTIES HERETO INTEND AND AGREE THAT THIS PURCHASE AND SALE OF FUTURE RECEIVABLES IS NOT, NOR INTERPRETED TO BE, A LOAN.

SELLER INFORMATION**Seller:**

Merchant's Legal Name: RIVAS TRANSFER LLC

D/B/A:

Fed ID #: [REDACTED]

Type of Entity: Limited Liability Company

State of Incorporation: NJ

Physical Address: 1 Dickinson Lane, East Windsor, NJ 08520

Mailing Address: 1 Dickinson Lane, East Windsor, NJ 08520

Authorized Signer for Seller/ Owner/ Guarantor ("Guarantor"):

Name: HENRY ALEXANDER RIVAS [REDACTED]

Authorized Signer for Seller/ Owner/ Guarantor #2 ("Guarantor #2"):

Name:

Date of Birth:

SS#:

DL/ ID#:

TERMS AND CONDITIONS**SECTION A:**

1. SALE OF FUTURE RECEIVABLES: Seller, identified above, in addition to any Seller attached to this agreement in an addendum hereto, hereby sells, assigns and transfers to Westwood, the Specified Percentage of the proceeds of each future sale ("Future Receivables") made by Seller in consideration for receiving the Purchase Price, minus any Fees and/or any Payoff/Refinance, until Westwood has received the full Purchase Amount.

2. THIS AGREEMENT IS NOT A LOAN: Westwood and each Seller (together the "Parties") intend and agree that THE PURCHASE AND SALE OF THE FUTURE RECEIVABLES BY SELLER IS NOT, NOR INTERPRETED TO BE, A LOAN. There is no interest rate, or payment schedule and no time period during which the Purchase Amount must be collected by Westwood. Westwood is purchasing the Purchase Amount knowing the risks that Seller's receivables may be substantially reduced, or that Seller's business may fail in which Westwood will not receive any remittance from Seller. In such an event, Seller would not be in breach/default of this Agreement. Westwood assumes these risks based on the Seller's representations, warranties and covenants in this Agreement that are designed to give Westwood a reasonable and fair opportunity to receive the benefit of the bargain. The Parties agree that the Purchase Price is the fair market value for said receivables. If a court determines that Westwood has charged or received interest hereunder in excess of the highest applicable rate, the rate in effect hereunder shall automatically be reduced to the maximum rate permitted by applicable law and Westwood shall promptly refund to seller any interest received by Westwood in excess of the maximum lawful rate, it being intended that Seller not pay or contract to pay and that Westwood not receive or contract to receive, directly or indirectly in a manner whatsoever, interest in excess of that which may be paid by Seller under applicable law. Seller knowingly and willingly waives the defense of usury in any action or proceeding. This agreement shall remain in full force and effect until the entire Purchase Amount and any other amount(s) due are received by Westwood as per the terms of this Agreement.

3. **Reconciliation:** To ensure that Westwood has collected from Seller an amount that equals the Percentage Purchased, and as long as Seller has not breached this Agreement, any Seller may give written notice to Westwood requesting that Westwood conduct a reconciliation to adjust the daily amount to reflect the Seller's actual past and expected future receivables. Seller shall provide Westwood with any financial documentation or information requested by Westwood for Westwood to verify the actual receivables and complete the reconciliation. Westwood will complete each reconciliation within five business days after receipt of a written request and accompanied by the documentation and information required for it. If after Westwood conducts the reconciliation, it is determined by Westwood that Westwood received more funds from Seller than it was entitled to, Westwood shall remit the excess funds to Seller within three business days of completing the Reconciliation.

4. **Authorized Bank Account:** Seller shall deposit all of the Future Receivables into the single business banking account (the "Account") acceptable to Westwood to obtain electronic fund transfer services and/or "ACH" payments. Seller must instruct Seller's credit card processor, which must be approved by Westwood, (the "Processor") to deposit all payment card receipts of Seller into the Account. Seller shall provide Westwood and/or its authorized agent with all of the information, authorizations, and passwords necessary to verify each Seller's Receivables. Seller shall not change any of the passwords without prior written consent from Westwood. Seller authorizes Westwood to debit the Estimated Payment from the Account each business day/week/month by either electronic fund transfer services and/or "ACH" payments.

5. **Insufficient Funds in Account:** Seller understands that it is responsible for ensuring that the Estimated Payment amount is available in the Account each business day/week/month or advising Westwood prior to each daily/weekly/monthly withdrawal of a shortage of funds. Seller will be responsible for any fees incurred by Westwood as a result of a rejected electronic check or ACH debit attempt (if no prior notice was provided) and such rejection may be result in event of default as defined with **Section D**. Westwood is not responsible for any overdrafts or rejected transactions that may result from Westwood's debiting any amount authorized under the terms of the Agreement. Seller acknowledges that the foregoing ACH authorization is a fundamental condition to induce Westwood to accept the Agreement. As such, such authorization is intended to be irrevocable.

6. **Fiduciary Duty of Seller:** Each Seller agrees that it is a fiduciary for Westwood, and each Seller will hold its receivables in trust for Westwood in its capacity as a fiduciary for Westwood. Until the Purchased Amount has been received in full by Westwood, Seller's receivables, up to the balance of the Purchased Amount, shall be the property of Westwood.

7. **Information To Be Delivered to Westwood:** Seller shall provide to Westwood any authorizations, bank or financial statements, tax returns, as Westwood deems necessary in its sole discretion prior to or any time after execution of this Agreement. Seller shall provide the requested documents within five (5) business days after request by Westwood. Seller authorizes all of its banks, brokers and credit card processors to provide Westwood with Seller's banking, brokerage and/or processing history to determine qualification or continuation of the Agreement or for collections upon the event of Default. A photocopy of this authorization shall be deemed acceptable as an authorization for release of financial and credit information.

8. **Financial Information Authorization:** Seller authorizes Westwood, its agents, representatives, and any credit reporting agency engaged in Westwood to:

- (i) Investigate any references given or other statements or data obtained from or about Seller for the purpose of this Agreement.
- (ii) Obtain consumer and business reports on the Seller.
- (iii) Contact any current or prior banks of the Seller, to obtain any information regarding Seller's transactions with said banks, in the furtherance of this Agreement.
- (iv) Investigate its financial responsibility and history.

- (v) Update such information and financial and credit reports/profiles from time to time as Westwood deems appropriate.
- (vi) Seller Waives to the maximum extent permitted by law any claim for damages against Westwood or any of its affiliates related to any investigation undertaken by or on behalf of Westwood as permitted by this Agreement or disclosure of information as permitted by this Agreement.

9. **No Liability:** In no event shall Westwood be liable for any claims asserted by Seller or Guarantor under any legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect, or consequential damages, each of which is waived by both Seller and Guarantor.

10. **Indemnification:** Seller (s) indemnify and hold harmless Processor, its officers, directors and shareholders against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) incurred by Processor resulting from (a) claims asserted by Westwood for monies owed to Westwood from Seller and (b) actions taken by Processor in reliance on any fraudulent, misleading or deceptive information and instructions provided by Westwood.

11. **Conditional Agreement:** Seller understands that this agreement is conditioned upon final underwriting being conducted and completed by Westwood; and, Westwood, in its sole discretion, may terminate this agreement prior to funding, based on the results of said final underwriting.

SECTION B **REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER**

1. **Good Faith, Best Efforts And Due Diligence:** Seller and each Guarantor represents, warrants and covenants that it will conduct its business in good faith and will use its best efforts to ensure that Westwood obtains the Purchase Amount. Seller represents, warrants and covenants that it is entering this Agreement for business purposes and not as a consumer for personal, family, or household purposes.

2. **Financial Condition And Financial Information:** Seller and each Guarantor represents, warrants and covenants that any information provided to Westwood under Section A, Paragraph 7 or 8, fairly represent the financial condition of Seller and each Guarantor at such dates.

3. **Material Change In Business:** Seller represents, warrants and covenants that Seller shall notify Westwood immediately if there are material adverse changes, financial or otherwise, in the operation of Seller or any change in the ownership of Seller.

4. **Governmental Compliance:** Seller represents, warrants and covenants that Seller is in compliance and shall comply with any and all laws and regulations promulgated by the State or Federal government including State and Federal Taxes. Seller has valid permits, authorizations and licenses to own operate, lease its properties, and to conduct its business in which it is presently engaged and or will engage in hereafter.

5. **Authority To Enter Into This Agreement:** Seller represents, warrants and covenants that Seller has full power and authority to incur and perform the obligations under this Agreement, all of which have been duly authorized.

6. **Change Of Business Name, Location Or Closing Of Business:** Seller shall not conduct Seller's business under any name other than as disclosed to Westwood. Seller shall not change its place of business without prior written consent of Westwood. Seller shall not sell, dispose, transfer or otherwise convey all or substantially all of its business or assets without,

- (i) The express prior written consent of Westwood and
- (ii) The written Agreement of any purchaser or transferee assuming all of Seller's obligations under this Agreement pursuant to documentation satisfactory to Westwood.

7. **Bankruptcy:** Seller represents, warrants and covenants that as of the date of the executed Agreement, Seller is not insolvent, is not contemplating bankruptcy, has not filed any petition for bankruptcy protection under any Title of the United States Bankruptcy code, and to Sellers's knowledge, there has been no involuntary petition brought or pending against Seller.

8. **Business Interruption Insurance:** Seller shall maintain business interruption insurance and shall provide Westwood proof of such insurance upon request.

9. **No Conflict with Other Agreements:** Seller represents, warrants and covenants that Seller's execution and performance of this Agreement will not conflict with any other agreement, obligation, promise, court order, administrative order or decree, law or regulation, to which Seller is subject, including any agreement which prohibits the sale or pledge of Seller's future receivables.

10. **No Stacking:** Seller represents, warrants and covenants that Seller shall not enter into any purchase and sale of future receivables or any loan agreement that relates to or involves its future receivables with any party other than Westwood for the duration of this Agreement, without the prior written consent of Westwood. Doing so will place me in a breach of contract and I will be liable for the entire amount owed to Westwood immediately, plus attorneys' fees, costs, liquidated damages and a default fee of \$2,500.00 (U.S.) or 10% of the Purchase Price, whichever is greater. Amounts received by Seller from any subsequent sale of future receivables will be subject to collections by Westwood to satisfy the outstanding account balance, including but limited to the default fee above.

11. **No Diversion of Receipts:** Seller represents, warrants and covenants that Seller shall not permit any event to occur that could cause a diversion of any of Seller's Future receivables from the Account to another entity.

12. **Negative Pledge:** Seller agrees not to create, incur, assume, or permit to exist, directly or indirectly, any lien on or with respect to any of the "Collateral" (Defined in Section C paragraph 1).

13. **Seller's Knowledge And Representation:** Seller represents, warrants and covenants that it is a sophisticated business entity familiar with the kind of transaction covered by the Agreement and that it was or had the opportunity to be represented by legal counsel prior to signing this Agreement.

14. **Title of Receipts:** Seller represents, warrants and covenants that Seller has good, complete, unencumbered and marketable title to all future receivables, free and clear of any and all liabilities, liens, claims, changes, restrictions, options, rights, mortgages, security interests, equities, pledges and encumbrances of any kind or nature whatsoever or any other rights or interest that may be inconsistent with the transactions contemplated with or adverse to the interests of Westwood.

15. **Estoppel Certificate:** Seller represents, warrants and covenants that Seller shall, at least one day after notice from Westwood to Seller, execute, acknowledge and deliver to Westwood or to any other person, firm, entity specified by Westwood a statement certifying that this agreement is unmodified and in full force and effect (if modified- the same is in full force and effect as modified and stating the modifications).

SECTION C **RIGHTS OF Westwood**

1. **Security Interest:** Seller hereby grants to Westwood a first priority security interest in and lien upon: (a) All accounts receivable as defined in Article 9 of the Uniform Commercial Code (the "UCC"), now or hereafter owned or acquired by Seller and (b) all proceeds of any account receivable, as the term is defined in Article 9 of the UCC (together, the "Collateral"). Seller hereby represents and warrants that no other person or entity has a security interest in the Collateral. Seller acknowledges and agrees that any security interest granted to Westwood under any other agreement between Seller and Westwood (the "Cross-Collateral") will secure the obligations hereunder. Seller agrees to execute any documents or take any action in connection with this Agreement as Westwood deems necessary to perfect or maintain Westwood's first priority security interest in the Collateral or to effectuate Westwood's right of setoff. Seller hereby authorizes Westwood to file any financing statements deemed necessary by Westwood to perfect or maintain Westwood's security interest. Pursuant to Article 9 of the Uniform Commercial Code, upon any Event of Default hereunder, Westwood

has control over and may direct the disposition of the Collateral, without further consent of Seller. Upon any Event of Default hereunder, Westwood shall have the right, without notice or demand of any kind, to notify account debtors of Westwood's lien and collect any amount owed to Westwood directly from the account debtors.

2. Origination Fee: Seller shall pay Westwood a one-time origination fee of up to ten (10%) percent of the Purchase Price. This fee will be deducted from the net proceeds at the time of funding. The exact amount of this Origination Fee shall be provided in the Schedule of Purchased Receipts on page 1 of this Agreement.

3. Refinance/Payoff: At the time of this Agreement, Seller may have an existing balance, in which Seller previously sold its future receivables, with (i) Westwood (ii) another purchaser. Seller must disclose any prior Agreement to Westwood prior to signing this Agreement. Seller may opt to refinance or payoff its prior balance with part or all of the Purchase Price in order to enter this Agreement with Westwood. Seller shall direct Westwood to refinance or payoff its prior balance.

4. Right To Access: In order to ensure that Seller is complying with the terms of this Agreement, Westwood shall have the right to:

- (i) Enter the premises, without notice, of Seller's business, for the purpose of inspection of Seller's transaction processing terminals.
- (ii) Access to Seller's employees and records and all other items as requested Westwood

5. Phone Recordings and Contact: Seller and each Guarantor agrees that any call between Westwood and Seller, their agents, and employees may be recorded and monitored. In addition, Seller and each Guarantor agrees that:

- (i) It has an established business relationship with Westwood including its employees and agents, and that Seller may be contacted, via phone, mail or email, from time-to-time regarding this Agreement or other related business transactions.
- (ii) Such communications and contacts are not unsolicited or inconvenient.
- (iii) Any such contact may be made by any phone number including cell phone numbers, email address, or facsimile number given to Westwood by Seller, its agents or employees.
- (iv) Seller and each Guarantor acknowledge that such calls or electronic communications may incur a charge or fee from the company that provides them with telecommunications, wireless, and/or Internet services, and that Westwood has no liability for any such charges.

6. Publicity: Westwood may, at its discretion, use Seller and each Guarantor's name in listings of clients, and in marketing and advertising materials.

7. SERVICE OF PROCESS: IN ADDITION TO THE METHODS OF SERVICE ALLOW BY NEW YORK COURT RULES, SELLER AND GUARANTOR HEREBY CONSENTS TO SERVICE OF PROCESS UPON IT BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO THE ADDRESSES PROVIDED ON PAGE 1 OF THIS AGREEMENT, SERVICE HEREUNDER SHALL BE COMPLETE UPON SELLER'S OR GUARANTOR'S ACTUAL RECEIPT OF PROCESS OR UPON Westwood'S RECEIPT OF THE RETURN THEREOF BY THE UNITED STATES POSTAL SERVICE AS REFUSED OR UNDELIVERABLE. SELLER AND GUARANTOR MUST PROMPTLY NOTIFY Westwood, IN WRITING, OF EACH AND EVERY CHANGE OF ADDRESS TO WHICH SERVICE OF PROCESS CAN BE MADE.

SECTION D **EVENTS OF DEFAULT**

1. Events of Default: The occurrence of any of the following events shall constitute an "Event of default" and Westwood shall be entitled to pursue without limitation any of the Remedies under Section D (2) immediately and without notice to Seller in addition to any remedy available to Westwood under the law, in equity or otherwise pursuant to this Agreement.

- (i) Seller or Guarantor violates any term, covenant, warranty, or condition in this Agreement.
- (ii) Seller interferes with Westwood's right to collect the Purchase Amount.

- (iii) Seller uses multiple depository accounts without the prior written consent of Westwood.
- (iv) Seller changes its depositing account or its payment card processor without the prior written consent of Westwood.
- (v) Any representation or warranty by Seller in the Agreement shall prove to have been incorrect, false or misleading in any material respect when made.
- (vi) Seller notifies Westwood that it is unilaterally terminating the Agreement.
- (vii) Seller transfers or sells all or substantially all of its assets without the prior written consent of Westwood.
- (viii) Seller transports, moves, interrupts, suspends, dissolves, or terminates its business without the prior written consent of Westwood other than a bankruptcy filing.
- (ix) Seller changes its processor or adds terminals without the prior written consent of Westwood.
- (x) Seller changes the Account username and/or password credentials without giving Westwood of at least twenty-four hour advance written notice of said change with the updated username and password.
- (xi) Seller causes its account to stop allowing Westwood to withdraw the Estimated Payment from the account and Seller does not notify Westwood within three business days of a valid reason for causing the account to stop payment.

2. **Protections Against Default:** The following protections may be invoked by Westwood immediately and without notice to Seller if any Event of Default occurs.

- (i) The full uncollected Purchase Amount plus all fees under Section D (4) due under the Agreement.
- (ii) Westwood may enforce the provisions of the Limited Personal Guaranty of performance – Attached to this Agreement – against the Guarantor.
- (iii) Westwood may enforce its security interest in the collateral under Section C (1).
- (iv) Westwood may proceed to protect and enforce its right and remedies by bringing a legal action against Seller and Guarantor pursuant to the Agreement in addition to any remedy available to Westwood under the law or in equity. In said action if judgment should be granted in favor of Westwood against Seller or Guarantor, Seller and Guarantor shall be liable for Westwood's costs of said action, including but not limited to collection costs, reasonable attorneys' fees, and court costs.
- (v) Westwood may debit Seller's depository accounts wherever situated by means of ACH debit or facsimile signature on a computer-generated check drawn on Seller's bank account or otherwise for all sums due to Westwood.
- (vi) Westwood may notify Seller's credit card and check processor and to request said credit card processor to remit payments to Westwood for any remaining balance under the Purchase Amount on behalf of seller.

3. **Statutes of Limitations:** Any claim not asserted by Seller or Guarantor against Westwood within one year of its accrual will be time barred.

4. **Costs and Legal Fees:** Seller and Guarantor shall be responsible to pay all of Westwood's reasonable costs associated with any Event of Default and the enforcement thereof, including but not limited to collection fees, and or attorney fees, which may include a contingency fee of up to 20% of the amount demanded, and costs of suit. Westwood may also charge the following fees:

- (i) **NSF Fee:** \$50.00 per occurrence; for ACH payments returned for insufficient funds, blocked payment, account closed, or blocked payment.
- (ii) **Bank Change Fee:** \$50.00; when Seller requires a change of bank account to be debited.
- (iii) **Default Fee:** \$2,500.00 or 10% of the Purchase Price, whichever is greater; when Seller breaches the terms of this Agreement.

5. **Weekly to Daily ACH Payment Conversion:** Seller acknowledges that all payments hereunder are to be made in the form of a daily ACH. Westwood, may, at its sole discretion permit weekly ACH payments instead as a courtesy. If weekly payments are permitted, Seller understands, acknowledges and agrees that if one (1) single ACH payment does not clear; for any reason on Seller's behalf and thru no fault of Westwood or its banking institution, Westwood has the right, WITHOUT NOTICE, to convert Seller's weekly payment to a daily payment in the amount of one-fifth (1/5) the weekly payment per day, for the duration of the Agreement, until the Purchase Amount is repaid in full.

SECTION E
MISCELLANEOUS

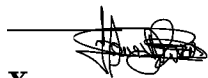
1. **No Modification:** No modification, amendment waiver or consent of any provision of this Agreement shall be effective unless the same shall be in writing and signed by Westwood.
2. **Assignment:** Westwood may assign, transfer or sell its rights to receive the Purchase Amount or delegate its duties hereunder, either in whole or in part, with or without prior written notice to Seller.
3. **Notice:** Except for Service of Process under Section C (7), all notices and other communications to Seller and Guarantor, required or permitted to be given shall be in writing, and shall be deemed duly given as follows: (a) on the date delivered if personally delivered, (b) on the date sent by facsimile with automatic confirmation by the transmitting machine showing the proper number of pages were transmitted without error to the addresses listed on page 1, (c) on the next business day if sent by overnight mail by Federal Express or other recognized overnight mail service to the addresses listed on page 1, or (d) five business days after mailing, if mailed by certified or registered mail, return receipt requested, in each case addressed to the parties at their respective addresses set forth on page 1 of this agreement.
4. **Waiver:** No course of dealing or omission or delay on the part of Westwood in asserting or exercising any right hereunder shall constitute or operate as a waiver of any such right. No waiver by Westwood of any provision hereof shall be effective, unless in writing and signed by Westwood. No waiver by Westwood shall be deemed a continuing waiver or waiver in respect of any other or subsequent breach or default, unless expressly so stated in writing.
5. **Severability:** The provisions hereof are severable and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof shall not be affected, but shall, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision shall be deemed, without further action on the part of the parties hereto, amended and limited to the extent necessary to render such provision, as so amended and limited, valid and enforceable.
6. **Titles and Captions:** The titles, captions and Sections of this Agreement are for convenience of reference only and do not in any way define or interpret the intent of the parties or modify or otherwise affect any of the provisions hereof and shall not affect the construction or interpretation of any provision hereof.
7. **Survival of Representation:** All representations, warranties, and covenants herein shall survive the execution and delivery of this Agreement and shall continue in full force until all obligations under this Agreement shall have been satisfied in full and this Agreement shall have terminated.
8. **Entire Agreement:** This Agreement contains a complete statement of the agreement and supersedes all prior agreements and understandings.
9. **Governing Law:** This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of New York, without regard to choice or conflict of laws principles that would defer to the substantive laws of any other jurisdiction.
10. **Forum and Venue Selection:** Westwood and Seller agree that any legal dispute, controversy, demand, or claim ("claim" or "claims") arising out of, or relating to, the Agreement, any breach thereof, shall be instituted in any federal or state court sitting in the State of New Jersey or New York (the "Satisfactory Forums") provided that Westwood may institute suit in another forum. Seller, and any Guarantor agree that the Satisfactory Forums are convenient to them and submit to the personal jurisdiction of the acceptable forums. Should a proceeding be initiated by Seller or Guarantor in any other forum, Seller and Guarantor each waive any right to oppose any motion or application by Westwood to dismiss such proceeding to remove and/or transfer the proceeding to a Satisfactory Forum and for an anti-suit injunction against such proceeding.
11. **Jury Waiver:** EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER AGREEMENT OR INSTRUMENT DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

12. **Class Action Waiver.** Guarantor, Seller, and Westwood each agree that they may bring claims against each other arising from or related to this Agreement only in their individual capacities and not as a class action member in any purported class or any such similar proceedings.

13. **Facsimile, Digital & Electronic Acceptance:** Facsimile, digital and electronic signature herein shall be deemed acceptance for all purposes and be binding on all parties.

Advice of Counsel. EACH PARTY HERETO ACKNOWLEDGES THAT HE OR IT HAS CAREFULLY REVIEWED ALL OF THE PROVISIONS CONTAINED IN THIS AGREEMENT PRIOR TO ITS EXECUTION, THAT HE OR IT HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF HIS OR ITS CHOICE, AND THAT HE OR IT HAS EXECUTED THIS AGREEMENT FREELY AND VOLUNTARILY AND BELIEVES THIS AGREEMENT TO BE FAIR, JUST, AND REASONABLE.

I have reviewed and agree with the terms and conditions set forth above in the Agreement.



X

Seller: RIVAS TRANSFER LLC

By: HENRY ALEXANDER RIVAS

Dated: 07/18/2023

X

Westwood Funding Solutions, LLC

By: _____

Dated: 07/18/2023

X

Seller: RIVAS TRANSFER LLC

By:

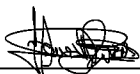
Dated: 07/18/2023

LIMITED PERSONAL GUARANTEE OF PERFORMANCE

1. **Definitions:** Capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement for the Purchase and Sale of Future Receivables attached hereto (the "Agreement").
2. **Personal Guarantee of Performance.** Guarantor will not be personally liable for any amount due under this Agreement unless Seller commits an Event of Default pursuant to the Agreement. The undersigned Guarantor hereby guarantees the Seller's performance of all the covenants, representations and warranties made by the Seller to Westwood in the Agreement (the "Guarantor Obligations"). Guarantor's obligations are due at the time of any breach by Seller of any covenant, representation, or warranty made by Seller in the Agreement. Upon any breach by the Seller of any such covenant, representation or warranty, each Guarantor shall be jointly and severally liable for all amounts owed to Westwood under the Agreement.
3. **Guarantor Waivers:** Upon the occurrence any Event of Default, Westwood may seek recovery from each Guarantor for all of Westwood's losses and damages by enforcement of Westwood rights without first seeking to obtain payment from Seller, any other guarantor, or any Collateral Westwood may hold pursuant to this Agreement or any other guaranty. Westwood does not have to notify Guarantor of any of the following events and Guarantor will not be released from its obligations under this Agreement even if it is not notified of: (i) Seller's failure to pay timely any amount required under the Agreement; (ii) any adverse change in Seller's financial condition or business; (iii) any sale or other disposition of any Collateral securing the Guarantor Obligations or any other guaranty; (iv) Westwood's acceptance of any Agreement with Seller; and (v) any renewal, extension or other modification of the Agreement or Seller's other obligations to Westwood. In addition, Westwood may take any of the following actions without releasing Guarantor from any of its obligations under this Agreement: (i) renew, extend or otherwise modify the Agreement or Seller's other obligations to Westwood; (ii) release Seller from its obligations to Westwood; (iii) sell, release, impair, waive or otherwise fail to realize upon any Collateral securing the Guarantor Obligations or any other guaranty; and (iv) foreclose on any Collateral securing the Guarantor Obligations or any other guaranty in a manner that impairs or precludes the right of Guarantor to obtain reimbursement for payment under this Agreement. Until the Purchased Amount and Seller's other obligations to Westwood under the Agreement and this Guarantee are paid in full, Guarantor shall not seek reimbursement from Westwood or any other guarantor for any amounts paid by it under this Guarantee. Guarantor permanently waives and shall not seek to exercise any of the following rights that it may have against Seller, any other guarantor, or any Collateral provided by Seller or any other guarantor, for any amounts paid by it, or acts performed by it, under this Agreement: (i) subrogation; (ii) reimbursement; (iii) performance; (iv) indemnification; or (v) contribution.
4. **Class Action Waiver.** Guarantor, Seller, and Westwood each agree that they may bring claims against each other arising from or related to this Guarantee only in their individual capacities and not as a class action member in any purported class or any such similar proceedings.
5. **Incorporated Terms by Reference.** THE TERMS, DEFINITIONS, CONDITIONS AND INFORMATION SET FORTH IN THE AGREEMENT INCLUDING THE "TERMS AND CONDITIONS", ARE HEREBY INCORPORATED IN AND MADE A PART OF THIS GUARANTEE. In addition, Guarantor and Westwood each agree that the following terms from the Agreement shall be incorporated into this Guarantee by reference:
 - "Phone Recordings and Contact" (Section C (5))
 - "Publicity" (Section C (6))
 - "Service of Process" (Section C (7))
 - "Protections against default" (Section D (2) (i-vi))
 - "Temporary Restraining Order" (Section D (3))
 - "Statutes of Limitations" (Section D (4))
 - "Costs and Legal Fees" (Section D (5))
 - The ENTIRE SECTION E

6. **Attorney Review and Guarantor Acknowledgement:** Guarantor acknowledges that Guarantor and the provisions in the purchase and sale of future receivables agreement which are incorporated into the Guarantee and (a) understands the seriousness of the provisions of this Guarantee; (b) has had a full opportunity to consult with counsel of Guarantor's choice; (c) Guarantor has consulted with counsel of its choice or has decided not to avail himself/herself of that opportunity.

I have reviewed and agree with the terms and conditions set forth above in the Guarantee.

X 

Guarantor: HENRY ALEXANDER RIVAS

Dated: 07/18/2023

X

Guarantor: _____

Dated: 07/18/2023

ONLINE BANKING ACCOUNT VERIFICATION

Prior to funding your account, our Underwriting department needs to verify the most recent balance and activity information in real-time as a fraud countermeasure and in order to ensure the health of your business aligns with the terms of your offer.

Please provide information* required for read-only access to your business account.

**Be sure to indicate capital or lower case letters.*

Bank Portal Website:

Username:

Password:

Security Question/Answer 1:

Security Question/Answer 2:

Security Question/Answer 3:

Any other information necessary to access your account:

CONTACT INFORMATION

This form must be completed in its entirety for funding

BUSINESS CONTACT INFORMATION			
Business Phone Number:			
Business Email:			
Business Address:	1 Dickinson Lane, East Windsor, NJ 08520		
OWNER INFORMATION			
Name:	HENRY ALEXANDER RIVAS		
Home Street Address:	1 Dickinson Lane		
City/ State/ Zip:	East Windsor, NJ 08520		
Email Address:			
EMERGENCY CONTACT: WHO WE CAN CALL TO GET IN TOUCH WITH YOU			
Name:		Phone Number:	
Relationship to You:		Email Address:	
Name:		Phone Number:	
Relationship to You:		Email Address:	
Name:		Phone Number:	
Relationship to You:		Email Address:	

ACH AUTHORIZATION**DEFINITIONS:****Westwood:** Westwood Funding Solutions, LLC**SELLER:** RIVAS TRANSFER LLC**MERCHANT AGREEMENT:** Agreement for the Purchase and Sale of Future Receivables dated:**DESIGNATED CHECKING ACCOUNT:**

Capitalized terms used in this Authorization Form without definition shall have the meanings set forth in the Merchant Agreement.

By signing below, Seller attests that the Designated Checking Account was established for business purposes and not primarily for personal, family or household purposes. **This Authorization Agreement for Direct Deposit (ACH Credit) and Direct Payments (ACH Debits) is part of (and incorporated by reference into) the Merchant Agreement. Seller should keep a copy of this important legal document for Seller's records.**

DISBURSMENT OF ADVANCE PROCEEDS. By signing below, Seller authorizes Westwood to disburse the Advance proceeds less the amount of any applicable fees upon Advance approval by initiating ACH credits to the Designated Checking Account, in the amounts and at the times specified in the Merchant Agreement. **By signing below, Seller also authorizes Westwood to collect amounts due from Seller under the Merchant Agreement by initiating ACH debits to the Designated Checking Account, as follows:**

In the amount of: \$5,620.59 Weekly

****If a weekly payment: If one (1) single ACH payment does not clear; for any reason on Seller's behalf and thru no fault of Westwood or its banking institution, Westwood has the right, WITHOUT NOTICE, to convert the weekly payment to a daily payment in the amount of one-fifth (1/5) the weekly payment per day.**

If any payment date falls on a weekend or holiday, I understand and agree that the payment may be executed on the next business day. If a payment is rejected by Seller's financial institution for any reason, including without limitation insufficient funds, Seller understands that Westwood may, at its discretion, attempt to process the payment again as permitted under applicable ACH rules. Seller also authorizes Westwood to initiate ACH entries to correct any erroneous payment transaction.

MISCELLANEOUS: Westwood is not responsible for any fees charged by Seller's bank as the result of credits or debits initiated under this Authorization Agreement. The origination of ACH debits and credits to the Designated Checking Account must comply with applicable provisions of state and federal law, and the rules and operating guidelines of NACHA (formerly known as the National Automated Clearing House Association).

This Authorization Agreement is to remain in full force and effect until Westwood has received written notification from Seller at the address set forth below at least 5 banking days prior of its termination to afford Westwood a reasonable opportunity to act on it. The individual signing below on behalf of Seller certifies that he/she is an authorized signer on the Designate Checking Account. Seller will not dispute any ACH transaction initiated pursuant to this Authorization Agreement, provided the transaction corresponds to the terms of this Authorization Agreement. Seller requests the financial institution that holds the Designated Checking Account to honor all ACH entries initiated in accordance with this Authorization Agreement.

X



Seller: RIVAS TRANSFER LLC

By: HENRY ALEXANDER RIVAS

Dated: 07/18/2023

X

Seller: RIVAS TRANSFER LLC

By:

Dated: 07/18/2023

WESTWOOD
FUNDING**Early Payoff Addendum**

1. This is an addendum to the Merchant Agreement ("Agreement") entered into between Westwood Funding Solutions, LLC ("Westwood"), and RIVAS TRANSFER LLC ("**Merchant**") on 07/18/2023. This addendum concerns the Purchased Price of \$130,000.00 for the Purchased Amount of \$191,100.00 as specified on page 1 of the Agreement.
2. This addendum shall confirm that a discount to Purchased Amount will apply within calendar days from the time of funding. Total payback if paid within 30 days is \$171,600.00, less any payments made prior to full prepayment; and the advance will be considered paid off with Purchased Amount satisfied.
3. This addendum shall confirm that a discount to Purchased Amount will apply within calendar days from the time of funding. Total payback if paid within 60 days is \$178,100.00, less any payments made prior to full prepayment; and the advance will be considered paid off with Purchased Amount satisfied.
4. This addendum shall confirm that a discount to Purchased Amount will apply within calendar days from the time of funding. Total payback if paid within 90 days is \$184,600.00, less any payments made prior to full prepayment; and the advance will be considered paid off with Purchased Amount satisfied.

*Dominick Curatola***Westwood Funding Solutions,
LLC**

Date:

By: Chief Underwriting Officer

Date: 07/18/2023

By:

Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

Document name:

Document created:

Document pages:

Document ID:

Document Sent:

Document Status:

Westwood Funding Solutions - RIVAS TRANSFER LLC - 07.18.2023

07/18/2023 21:43:45

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07/18/2023 21:43:48 UTC

Signed

07/19/2023 20:03:36UTC

Sender:

Signers:

CC:

underwriting@westwoodfunding.com

Client	Event	By	Server Time	Client Time	IP Address
LendSaas	Uploaded the Document	underwriting@westwoodfunding.com	07/18/2023 21:43:45 pm UTC		
LendSaas	Document Saved	underwriting@westwoodfunding.com	07/18/2023 21:43:47 pm UTC		
LendSaas	Invite Sent to: <div></div>	underwriting@westwoodfunding.com	07/18/2023 21:43:48 pm UTC		
LendSaas	Resent invite for the Document	underwriting@westwoodfunding.com	07/19/2023 15:53:12 pm UTC		
LendSaas	Resent invite for the Document	underwriting@westwoodfunding.com	07/19/2023 18:52:06 pm UTC		
iPhone Application v2	Document Downloaded		07/19/2023 20:00:35 pm UTC		
iPhone Application v2	Signed the Document		07/19/2023 20:03:35 pm UTC	07/19/2023 20:03:33 pm UTC	
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