



Receivables Purchase Agreement - Date 02/15/2023

RECEIVED Simply Funding, LLC 12/15/2023

45 Broadway, Suite 2450
New York, NY 10006

Section 1. Sellers Information

DC&T SERVICES, LLC DBA DC&T SERVICES

Seller(s) _____

Legal Address 1148 COURTNEY CHASE CIR APT #812 City ORLANDO State FL Zip 32837

Physical Address 1148 COURTNEY CHASE CIR APT #812 City ORLANDO State FL Zip 32837

Entity Type ☐ Sole Prop ☐ Corporation ☒ Limited Liability Company ☐ Partnership Federal Tax ID [REDACTED]

Bank Account [REDACTED] Account Number _____ Routing Number _____

Section 2. Principal Information

Principal Name #1 ROGELIO JOSE DA COSTA SALAZAR Ownership % _____ DOB [REDACTED]

Home Address 1148 COURTNEY CHASE CIR APT #812, ORLANDO, FL 32837 SSN [REDACTED]

Principal Name #2 _____ Ownership % _____ DOB _____

Home Address _____ SSN _____

Principal Name #3 _____ Ownership % _____ DOB _____

Home Address _____ SSN _____

Principal Name #4 _____ Ownership % _____ DOB _____

Home Address _____ SSN _____

Section 3. Sale & Purchase

This Receivable Purchase Agreement ("Agreement") shall be effective as of the Purchase Date (as hereinafter defined). Seller hereby sells, assigns, transfers, and delivers to Simply Funding LLC, together with its successors and/or assigns ("Buyer"), and Buyer hereby purchases and accepts from Seller, all of Seller's right, title, and interest in and to a percentage ("Purchased Percentage") of all proceeds of operations and activities (collectively "Receivables"), that involve making a product or service available for purchase, selling of goods, or work being performed ("Sales") that occur during the course of Seller's business, until Buyer receives the purchased amount (the "Purchased Amount") as set forth below. Receivables include all Sales and all payments made to the Seller by cash, check, ACH, electronic transfer, credit card, debit card, bank card, charge card, or other form of monetary payment. In exchange for the foregoing, Buyer shall pay Seller the amount ("Purchase Price") set forth below. This transaction is not a loan.

\$ 20,000.00	\$ 28,000.00	4.09	\$175.00
Purchase Price	Purchased Amount	Purchased Percentage	Specified Amount

Continuing until Buyer receives the Purchased Amount, Seller shall immediately deliver all Receivables to a Bank Account ("Bank Account") at a financial institution acceptable to Buyer ("Bank"), and Buyer shall have the exclusive right to collect the Purchased Amount by initiating transactions, including but not limited to ACH debits, in the monetary amount equal to the Purchased Percentage. The Specified Amount is an estimated average calculated on the Seller's representations regarding past performance and cash flow.

If the Seller has a previous agreement with Buyer for the sale of Receivables that has yet to be delivered in full (the "Prior Agreement"), the amount still due and owing to Buyer pursuant to the Prior Agreement is \$ 0.00, which amount will be deducted from Purchase Price of this Agreement.

Seller hereby agrees to pay Buyer \$ 800.00 for the (the "Processing Costs") costs and expenses related to the approval and management of the sale of Receivables, including UCC filing fees, ACH/wire processing, and other third-party services. The Processing Costs will be deducted from the Purchase Price of this Agreement.

Seller and Buyer agree, and intend, that the purchase and sale of the Receivables pursuant hereto shall constitute a sale of accounts or payment intangibles as such term is used in Article 9 of the Uniform Commercial Code ("UCC"), which sales are absolute and irrevocable and provide Buyer with the full benefits of ownership of purchased Receivables. Seller has no right (or obligation) to repurchase or resell the purchased Receivables.

Principal 1 Initials RS Principal 2 Initials _____ Principal 3 Initials _____ Principal 4 Initials _____

**THE "GUARANTEE OF PERFORMANCE" AS WELL AS THE
EXHIBITS ARE ALL HEREBY INCORPORATED IN AND MADE PART OF THIS AGREEMENT.**

Section 4. General Terms

1. **Delivery of Receivables.** Seller and Buyer agree that it is the responsibility of the Seller to deliver the purchased Receivables to Buyer immediately upon Seller collecting Receivables. Buyer agrees to accept the remittance of the purchased Receivables by (a) Buyer debiting the Seller's Bank Account by initiating ACH debit transactions on a schedule determined by Buyer ("Direct Debit"), (b) accepting remittance directly from the Seller's processor(s) of electronic payments ("Processor"), including but not limited to credit and debit card transactions ("Direct Split"), and/or (c) Seller shall direct Processor(s) to deposit all proceeds into a lockbox account established by Buyer on behalf of Seller where the Buyer will then collect its purchased Receivables from ("Lockbox Split").
2. **Delivery Methods.** Buyer shall decide in its sole discretion which of the foregoing methods it will accept for the delivery of the purchased Receivables. Buyer also may, in its sole discretion, at any time, change the method by which it will accept the delivery of the purchased Receivables. Seller agrees to provide any and all approval, documents, and assistance required to complete a change in delivery method.
 - a. **Direct Debit.** If Buyer agrees to accept delivery of the purchased Receivables by debiting the Bank Account by Direct Debit, Seller shall direct all Processors to deposit all amounts owed to Seller into such Bank Account and shall deposit all other Receivables into such Bank Account. Seller shall provide Buyer or its authorized agent with all information, authorizations, and passwords necessary to verify Seller's receivables, receipts and deposits into the Bank Account. All right, title and interest in the amount equal to the Purchased Amount, Purchased Percentage, and the Specified Amount shall be owned by Buyer. Seller hereby authorizes Buyer to initiate ACH debit transactions from the Bank Account and Bank. This authorization is irrevocable, absolute and unconditional. Seller agrees that Bank may charge and collect applicable fees. Buyer will continue to debit from the Bank Account until Seller has remitted to Buyer the entire Purchased Amount, plus any other amounts owed to Buyer under this Agreement. Seller agrees that the Bank may rely upon the instructions of Buyer, without any independent verification, in paying the Specified Amount to Buyer. Seller waives any claims it may have against the Bank in connection with actions taken based on instructions from Buyer or the actions or omissions of Buyer. Seller agrees that until Seller has remitted the entire Purchased Amount, plus any other amounts owed to Buyer under this Agreement, (i) the Bank will be acting on behalf of Buyer, (ii) the Bank is not affiliated with Buyer, and (iii) Buyer is not responsible for, and Seller agrees to hold Buyer harmless for, the actions of the Bank.
 - b. **Direct Split and Lockbox Split.** If Buyer agrees to accept delivery of the purchased Receivables from the Seller's Processor(s) using the Direct Split and/or the Lockbox method, and until the entire Purchased Amount, plus any other amounts owed to Buyer under this Agreement have been remitted to Buyer, Seller (i) irrevocably, absolutely, and unconditionally authorizes Processor(s) to remit the Specified Amount directly to Buyer, rather than to Seller, (ii) irrevocably grants Processor the right to hold the Specified Amount and to remit to Buyer directly (at, before or after the time Processor credits or remits to Seller the balance of the Receivables not sold by Seller to Buyer), (iii) acknowledges and agrees that Processor may provide Buyer with copies of Seller's monthly processing statements and history, including without limitation Seller's chargebacks, as well as any other information Buyer deems pertinent, (iv) understands that Buyer does not have any power or authority to control the Processor's actions with respect to the authorization, clearing, settlement and other processing of transactions, (v) acknowledges and agrees that Buyer is not responsible for the Processor's actions, (vi) acknowledges and agrees that the Processor will be acting on behalf of Buyer, and (vii) agrees to hold Buyer harmless for the Processor's actions or omissions.
3. **Reconciliation.** The Specified Amount is intended to represent the Purchased Percentage of Seller's Receivables. To ensure that the Specified Amount of Receivables delivered to Buyer accurately reflects the Purchased Percentage of actual Receivables earned by Seller, Seller and Buyer have the right to request a "Reconciliation" at any time during the course of this Agreement as follows:
 - a. **Refund/Debit Reconciliation.** Seller and Buyer may request a Reconciliation of Seller's actual receipts by Buyer either crediting or debiting the difference to or from the Bank Account so that the amount Buyer debited in the most recent calendar month (the "Reconciliation Month") will equal the Purchased Percentage of Receivables that Seller actually collected in the Reconciliation Month (the "Reconciled Receipts Amount"). Upon reasonable verification that the amount Seller delivered to Buyer in the Reconciliation Month exceeded the Reconciled Receipts Amount, Buyer shall refund the excess to Seller within 5 business days. If the amount Seller delivered in the Reconciliation Month was less than the Reconciled Receipts Amount, then Buyer will debit the difference from the Bank Account within 10 days.
 - b. **Adjustment to Periodic Amount Reconciliation.** Seller and Buyer may request a Reconciliation adjustment to the Specified Amount on a going-forward basis to more closely reflect Seller's actual Receivables times the Specified Percentage. Upon reasonable verification of Seller's actual Receivables, Buyer shall adjust the Periodic Amount on a going-forward basis to more closely reflect the Seller's actual Receivables times the Purchased Percentage. After each adjustment made pursuant to this paragraph, the new dollar amount shall be deemed the Specified Amount until any subsequent adjustment.
 - c. **Reconciliation Documentation.** Seller shall provide any documentation reasonably requested by Buyer to verify Seller's actual Receivables within 5 business days of Buyer's request. Seller also agrees to provide Buyer with view-only access to the Bank Account by use of third-party services such as Decision Logic. If Seller fails to timely provide such documentation and view-only access to the Bank Account, then Seller agrees that the Specified Amount shall be adjusted to the Specified Amount stated above on Page 1 of this Agreement.
 - d. **How to Request a Reconciliation.** A reconciliation request by Seller must be: (i) in writing; (ii) include a copy of Seller's bank statement for the Reconciliation Month and Seller's reasonable estimate of expected Receivables for the next calendar month; and (iii) be sent to Buyer or emailed to Buyer. A reconciliation request by Buyer may be sent to Seller by regular mail or by e-mail.

Principal 1 Initials

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Principal 2 Initials _____

Principal 3 Initials _____

Principal 4 Initials _____

4. **Nonrecourse Sale of Receivables.** THIS IS NOT A LOAN. Seller is selling a portion of a revenue stream to Buyer at a discount, not borrowing money from Buyer, therefore, there is no interest rate or payment schedule and no set time period during which the Purchased Amount must be collected by Buyer. Seller's obligation to deliver the Receivables is conditioned upon the continuance of the Seller's Receivables. Buyer is buying the Purchased Amount of Receivables knowing the risks that Seller's Receivables may vary. Buyer assumes these risks based on Seller's representations and the warranties and covenants in this Agreement that are designed to give Buyer a reasonable and fair opportunity to receive the benefit of its bargain. Seller accepts the risk that Receivables may be substantially greater than anticipated, therefore collection of the Purchased Amount could occur over an abbreviated period. By this Agreement, Seller transfers to Buyer full and complete ownership of the Purchased Amount and Seller retains no legal or equitable interest therein. Seller agrees that it will treat the Purchase Price and Purchased Amount in a manner consistent with a sale in its accounting records and tax returns. Seller agrees that Buyer is entitled to audit Seller's accounting records upon reasonable notice in order to verify compliance. Seller waives any rights of privacy, confidentiality or taxpayer privilege in any such litigation or arbitration in which Seller asserts that this transaction is anything other than a sale of Receivables.

5. **Due Diligence.** Seller and each Principal signing below authorize Buyer to conduct background, onsite, and financial examinations of Seller, which may include without limitation, address verifications for up to ten (10) years; verification of insurance coverage; verification of good business practices through the appropriate agencies; a search of industry association databases; and a search for bankruptcies, liens or judgments in all jurisdictions where business functions have been conducted. Any onsite examination may include, without limitation, verification that business is conducted as represented by Seller at all sites where it conducts business. The financial examination may include, without limitation, a review of Seller's current financial statements, its most recent annual reports, tax returns, bank statements, and all other relevant documentation. Each Principal signing below authorizes Buyer, or its agents, to conduct background and financial examinations of all principals, managers, interested parties, and/or owners of Seller (the "Principals"). Such examinations may include, without limitation, a review of information regarding criminal history for all jurisdictions where the Principals has resided and been employed, address verification for each residences, and employment verification. The examination may also include, without limitation, a review of the consumer credit standing of the Principals signing below including obtaining a consumer report, and a search for bankruptcies and judgments in all jurisdictions where the Principals have resided or been employed. The review may also include a review of past, present, and future personal tax returns. The obligation of Buyer under this Agreement to pay the Purchase Price will not be effective unless and until Buyer has completed its due diligence review of the Seller and each Principal and Buyer has accepted this Agreement by delivering, either in part or in whole, the Purchase Price.

6. **Indemnity and Limitation of Remedies.** Seller indemnifies and holds the Bank, Processor(s), Buyer, and Buyers third party contractors, officers, managers, owners, affiliates, participants, employees, agents and representatives (the "Indemnitees") harmless from and against all losses, damages, claims, liabilities and expenses, including attorneys' fees incurred by any of the indemnitees and arising out of or resulting from (i) actions taken in reliance upon information or instructions provided to Buyer and/or the Processor(s) and their Member Banks by or on behalf of Seller, (ii) a breach of this agreement by Seller, or (iii) the occurrence of a Termination Event, as hereinafter defined. In no event will the Indemnitees be liable for any claims asserted against them based on any theory of law or equity for exemplary, punitive, special or consequential damages, each of which is hereby expressly waived by Seller, except as may be required by statute or as otherwise provided herein. However, in the event that any Indemnitee shall be found liable, damages shall not exceed the Purchase Price under any circumstances.

7. **Non-disclosure.** Seller acknowledges and agrees to consider this Agreement and all things related to this Agreement confidential and private. At no time will Seller disclose, discuss, distribute, or make publicly available, any information or details related to this Agreement or the Indemnitees unless otherwise required by law, to any other party than the Buyer.

8. **Modification.** Seller shall comply with all the terms of this Agreement, and shall not modify or cancel this Agreement at any time in any manner, without Buyer's prior written consent. Seller shall not modify or cancel the Seller's agreement with its Banks or Processors at any time in any manner, without Buyer's prior written consent.

9. **General Covenants.** As of the date of this Agreement, and unless expressly stated otherwise, until the Purchased Amount has been delivered in full, or otherwise approved in writing by Buyer:

a. **Restrictions on Seller.** Seller shall abide by and operate within the following restrictions: (i) Seller shall not conduct business under any other name than disclosed herein; (ii) Seller shall not change its business location, state of formation, Bank Account, Bank, or Processor(s); (iii) Seller shall conduct its business in the ordinary course and in substantially the same manner as heretofore conducted; (iv) Seller shall comply with the applicable federal, state, and local law and regulations, applicable permits, authorizations and licenses, and all agreements, leases and other arrangements material to the operation of its business; (v) Seller shall file all federal, state, and local and foreign tax returns or on any assessment received by Seller to the extent that such taxes become due; (vi) Seller shall maintain its legal existence in accordance with applicable law; (vii) Seller shall maintain insurance coverage in such amounts and against such risks as are necessary to protect its business; (viii) Seller shall not voluntarily pledge, or voluntarily grant or permit a lien or security interest in or to the Bank Account, Purchased Amount, Purchased Percentage, or any of its accounts receivable as security for any loan or other obligation, including but not limited to the Receivables, other than in favor of Buyer; (ix) Seller shall not voluntarily sell, dispose, convey or otherwise transfer any interest in its Receivables to any person or entity other than Buyer; (x) Seller shall not, directly or through its owners, enter into any transaction involving the sale of Seller, either by an issuance, sale or transfer of ownership interests in Seller that results in a change in ownership or voting control of Seller, by a sale or transfer of substantially all of the assets of Seller, or otherwise; (xi) Seller shall not discontinue its business or any portion thereof, and then reinstitute the same or a similar business, or portion thereof, either or directly or indirectly through others; (xii) the Seller shall not engage in any fraudulent transfer or fraudulent conveyance, or any transaction otherwise void or voidable under similar laws or principles; (xiii) Seller shall not change or close the Bank Account and if it does so, then all applicable provisions of this Agreement shall apply equally to any bank account owned by Seller at any institution, and to any financial institution at which such subsequent or replacement bank account is held; and (xiv) Seller shall not change or add an additional Processor and if Seller does so, then all applicable provisions of this Agreement shall apply equally to any Processor that Seller contracts with. The violation of any of the foregoing restrictions shall constitute a breach of this Agreement. In the event of any breach of any provision of this Section, Buyer is authorized to debit the Bank Account or any other account for all amounts owed under this Agreement, including but not limited to any amount of the Purchased Amount not yet collected by Buyer.

Principal 1 Initials ^{DS}
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Principal 3 Initials _____

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b. Authorization to Debit Funds. Seller authorizes Buyer to debit funds in accordance with this Agreement directly from all business bank accounts owned by Seller, including the Bank Account, and agrees to not revoke or cancel such authorizations.

10. Stacking Prohibited. Seller will not undertake any other financing or sell Receivables to anyone other than Buyer without the prior written consent of Buyer ("Stacking"), and Seller's failure to abide by the terms of this Section will be deemed a Termination Event and Seller and its Principal(s) and Guarantors(s) will immediately be liable for the full undelivered Purchased Amount.

11. General Representations. If a business entity, Seller is a validly existing corporation/limited liability company/limited partnership/ limited liability partnership], in good standing under the laws of the state of its formation, organization, or corporation (as the case may be), the person executing this agreement on behalf of Seller has full power and complete authority to execute this Agreement on behalf of Seller, and this Agreement is valid, binding and enforceable against Seller. As of the date of this Agreement, there are no civil or criminal proceedings pending before any court, government agency, arbitration panel, or administrative tribunal or, to Seller's knowledge, threatened against Seller, which may result in any material adverse change in the business, property, or financial condition of Seller. Seller is in compliance with all applicable federal, state and local laws and regulations and possesses and is in compliance with all permits, authorizations and licenses to own, operate and lease its properties and to conduct the business in which it is presently engaged. Seller possesses insurance in such amounts and against such risks as are necessary to protect its business. Seller has filed or caused to be filed all federal, state, local and foreign tax returns which are required to be filed, and has paid or caused to be paid all taxes as shown on such returns or on any assessment received by Seller to the extent that such taxes have become due, and Seller has no knowledge of any material liability (or basis therefore) for any tax to be imposed on Seller or any of its assets or properties for which adequate provision has not been made in its financial statements. No sale of purchased Receivables or the use of any proceeds thereof, will constitute a fraudulent transfer or fraudulent conveyance, or will otherwise be void or voidable under similar laws or principles, the doctrine of equitable subordination, laws regarding preferential transfers, or for any other reason. Seller's Bank Account constitutes the only bank account into which Receivables are deposited. No portion of Seller's Receivables, is subject to any lien, security interest, assignment, option or encumbrance, other than the security interest(s) granted to Buyer. As of the date of this Agreement, there have been no material, adverse changes in Seller's business, nor does Seller have knowledge of any event or occurrence that will have a negative impact on Seller's business. At no time during the six (6) months immediately preceding the date of this Agreement has the Seller considered or decided to close or cease operating its business, in whole or in part, temporarily or permanently and, as of the date of this Agreement, Seller is solvent and is not contemplating insolvency or bankruptcy proceedings and has no intent to close its business in the 60 days immediately following the date of this Agreement. All representations and warranties in this Agreement, and all financial statements and other information delivered to Buyer by or on behalf of Seller, are true and correct at the time provided, and no material fact has been omitted. Seller and the person(s) signing this Agreement on behalf of Seller have full power and authority to enter into and perform the obligations under this Agreement, all of which have been duly authorized by all necessary and proper actions. Seller agrees that the services of Processors are the exclusive means by which Seller can and shall process its credit card transactions. Seller shall maintain business practices that do not endanger its ability to process card transactions. If Seller's action or inaction endanger its ability to process credit card transactions, Buyer may immediately debit from the Bank Account all amounts owed to Buyer under this Agreement.

12. Timing and Method of Funding. Seller and Buyer agree if Buyer elects to purchase the Receivables, Buyer shall purchase the Receivables on a date to be determined by Buyer in its sole discretion (the "Purchase Date"). Seller and Buyer further agree that Buyer shall provide payment through any commercially reasonable method, at Buyer's sole discretion, including, but not limited to, check, federal funds wire, or ACH transfer.

13. Acknowledgment of Security Interest and Security Agreement. The Receivables sold by Seller to Buyer pursuant to this Agreement are "accounts" or "payment intangibles" as those terms are defined in the UCC and such sale shall constitute and shall be construed and treated for all purposes as a true and complete sale, conveying good title to the Receivables free and clear of any liens and encumbrances, from Seller to Buyer. To the extent the Receivables are "accounts" or "payment intangibles" then (i) the sale of the Receivables creates a security interest as defined in the UCC; (ii) this Agreement constitutes a "security agreement" under the UCC; and (iii) Buyer has all the rights of a secured party under the UCC with respect to such Receivables. Seller hereby grants to Buyer a security interest in and lien upon all of the Seller's now owned and hereafter acquired accounts and payment intangibles. Seller further agrees that Buyer may notify account debtors, or other persons obligated on the Receivables, on holding the Receivables of Seller's sale of the Receivables and may instruct them to make payment or otherwise render performance to or for the benefit of Buyer.

14. Termination Events. Except to the extent consented to by Buyer, the following events shall constitute "Termination Events:" (i) Seller breaches any of the terms, covenants or provisions of this Agreement; (ii) Seller modifies, revokes, cancels or terminates, or attempts to modify, revoke, cancel or terminate, any instructions or authorizations issued to its Bank or Processor(s) in connection with this Agreement; (iii) Seller changes its current Processor(s), or diverts or directs any credit card transactions to a processor other than its current Processor(s); (iv) Seller establishes an account with its current Processor(s) that is different from the one provided in connection with this Agreement; (v) Seller refers or directs existing or potential customers to other Sellers, businesses, or vendors to obtain products or services that the Seller sells in the ordinary course of its business with the objective or result of diverting or reducing Receivables; (vi) Seller refuses to accept credit cards as a means of payment, offers cash or other incentives to customers to pay by means other than through the use of a credit card, or otherwise discourages a customer from paying with a credit card; (vii) Seller engages in bartering, in kind or similar transactions with customers with the objective or result of reducing Receivables; (viii) any representation, warranty or statement made by Seller shall prove to have been incorrect in any material respect when made or deemed made; (ix) Seller failed to provide correct information or provided misleading information; (x) Seller places a stop payment of Buyer's ACH debit or instructs Bank to reject Buyer's ACH debit for any reason; (xi) Seller fails to provide Buyer with requested financial documents within five (5) business days. Subject to arbitration in Section 32, upon the occurrence of a Termination Event, Buyer shall have, in addition to all other rights and remedies under this Agreement or otherwise, all other rights and remedies provided under the UCC. In addition, Buyer shall have the right, upon the occurrence of a Termination Event, to recover from the Seller or via ACH debit to the Bank Account or any other bank accounts, the entire uncollected balance of the Purchased Amount, plus any and all other amounts otherwise due and owing under this Agreement, by exercising any and/or all of the following rights: (i) to instruct any Processor to deliver to Buyer, without any prior notice to Seller, any and all of Seller's Receivables as the Specified Amount shall adjust to and equal 100% of Receivables; (ii) to initiate debit entries to Seller's Bank Account and/or any other bank account that Seller may open or maintain, and/or

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(iii) to pursue any and all other remedies at law or in equity. Buyer and Seller acknowledge and agree that Seller or Principals filing for bankrupt or going out of business, in and of itself, does not constitute a Termination Event.

15. Waiver. There shall be effected no waiver by failure on the part of Buyer to exercise, or delay in exercising, any right under this Agreement, nor shall any single or partial exercise of any right under this Agreement preclude any other exercise of any right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity. Seller agrees that Buyer is not required to send notice of default or Termination Event to Seller.

16. Binding Effect. This Agreement shall be binding upon Seller and inure to the benefit of Buyer, its successors and assigns, of which Buyer may assign or transfer any rights or interests without giving Seller prior notice. Seller shall have no right to assign its rights, interest or obligations hereunder. For purposes of this Agreement, an assignment includes a change of control in the equity interest and/or controlling interest of Seller. When necessary, this agreement shall be subject to the terms of the Hetar Iska displayed at 45 Broadway, Suite 2450, New York, NY 10006.

17. Governing Law, Jurisdiction, and Venue. This Agreement and all transactions that it contemplates, including all issues concerning the validity of this Agreement, the construction of its terms, and the interpretation, performance and enforcement of the rights and duties of Seller and each Guarantor of Seller's obligations hereunder (collectively, "Seller Parties"), and of Buyer, shall be governed by and enforced in accordance with the laws of the State of New York, without regard to any applicable principles of conflicts of laws. All issues or claims arising out of, relating to, in connection with, or incident to this Agreement and any transactions it contemplates, whether such claims are based in tort, contract, or arise under statute or in equity, including, but not limited to, claims for declaratory relief, injunctive relief and other similar claims, shall be brought and conducted exclusively in the Supreme Court of the State of New York, or in the United States District Court for the Eastern District of New York, or, solely in Buyer's discretion, in any state or federal court where Seller is located (collectively, the "Exclusive Venues"). Further, each party to this Agreement, for themselves and on behalf of their successors, assigns, heirs, personal representatives, subsidiaries and affiliates, (a) irrevocably consents to personal jurisdiction and the laying of venue in such Exclusive Venues, (b) agrees that the Exclusive Venues are convenient and (c) expressly waives any objections as to personal jurisdiction and the laying of venue in the Exclusive Venues. Should a proceeding be initiated in any other forum or venue, each of the parties to this Agreement irrevocably waives any right to oppose any motion or application made by any other party to transfer such proceeding to an Exclusive Venue. Notwithstanding the foregoing, however, and for avoidance of doubt, the ability to initiate enforcement in any jurisdiction other than in the Supreme Court of the State of New York, or in the United States District Court for the Eastern District of New York, is in Buyer's discretion only, and furthermore, nothing herein shall preclude Buyer from domesticating a judgment in a jurisdiction outside of New York State. The Seller Parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court will constitute valid and lawful service of process against them, without the necessity for service by any other means provided by statute or rule of court, but without invalidating service performed in accordance with such other provisions.

18. Costs and Expenses. Buyer shall be entitled to recover from the Seller all reasonable court costs and attorneys' fees of twenty-five percent (25%) of the amount then due, associated with and/or resulting from the enforcement of its rights and remedies under this Agreement or at law and Seller agrees that such attorneys' fees shall be deemed reasonable. Any payments under an indemnity obligation shall include all the foregoing costs and expenses, as well as interest thereon at the applicable statutory rate of interest from the date the indemnity obligation is due until the indemnity obligation shall be paid.

19. Survival and Further Assurances. All representations, warranties and covenants herein shall survive the execution and delivery of this Agreement, and shall continue in full force and effect until such time as all obligations under this Agreement have been satisfied. This Agreement contains the entire understanding of the parties and supersedes all prior negotiations, whether oral or written. If any provisions of this Agreement are invalid, illegal or unenforceable, the remaining provisions shall not be affected in any manner. Seller agrees, from time to time, upon Buyer's request to make, execute, acknowledge, and deliver to Buyer, such further and additional instruments, documents, and agreements, and to take such further action as may be required to carry out the intent and purpose of this Agreement.

20. Jury Trial. Buyer and Seller Parties hereby waive trial by jury in any court presiding over any action, controversy or preceding arising under this Agreement and/or with respect to the transactions that it contemplates, including all issues concerning the validity of this Agreement, the construction of its terms, and the interpretation, performance and enforcement of the rights and duties of Buyer and the Seller Parties, unless this waiver is prohibited by law. Buyer and Seller Parties hereby acknowledge that this waiver is made irrevocably, unconditionally, knowingly and voluntarily, and that they have been given ample time and opportunity to seek advice of counsel prior to execution of this Agreement.

21. Counterparts and Reproductions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument. Facsimile copies and .pdf of signatures to this Agreement shall be deemed to be originals and the parties may rely upon such facsimile and .pdf copies to the same extent as the originals.

22. Ratification and Consent. This Agreement shall not constitute a contract until fully executed by Seller and Buyer has paid the Purchase Price, regardless of the Purchase Price being paid in part or in full, to Seller. In any circumstance under this Agreement where the consent or waiver of Buyer is required or contemplated, such consent shall be made in Buyer's sole and unfettered discretion.

23. ACH Authorization. Seller hereby authorizes Buyer, or its designated agents, successors and/or assigns, to withdraw any amount now due or hereinafter due under this Agreement, by initiating debit entries to the Bank Account and/or any other bank account that Seller or Principals may open or maintain. In the event of the occurrence of a termination Event or breach or default of Seller's obligations under this Agreement, Seller authorizes debit of the Bank Account, and/or any other bank account that Seller or Principals open or maintain for the full undelivered Purchased Amount and any other amounts due under this Agreement or any portion thereof. Further, Seller authorizes and directs the Bank and/or any other bank to accept and to charge any debit entries initiated by Buyer to Seller's Bank Account or other bank accounts, as the case may be. In the event that Buyer withdraws erroneously from Seller's Bank Account or any other bank account, Seller authorizes Buyer to credit such account for the amount erroneously withdrawn. Seller understands that the foregoing ACH authorization requirement is a fundamental condition to induce Buyer to accept this Agreement. Such authorization is intended to be irrevocable. In the event that Seller closes or terminates the Bank Account, or terminates ACH authorization as set forth above, Buyer, in its sole discretion, may deem such closure, or termination to be a Termination Event.

Principal 1 Initials

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24. **Counterclaim.** If Buyer shall commence any proceeding related to this Agreement, Seller will not interpose any counterclaim or set off of whatever nature or description in any such proceeding, other than counterclaims which, pursuant to the rules of court, are deemed compulsory. Nothing herein contained shall prevent Seller from defending any such action or proceeding or as a waiver of Seller's right to assert such a claim in any separate action brought by Seller.
25. **Reporting.** Buyer and its affiliates are, or may become members of one or more industry associations that exchange and share information regarding the performance by Seller under this Agreement. Accordingly, Buyer and its affiliates reserve the right, without further notice to the Seller, to provide information to such industry associations relating to the Seller and its principals, as well as the Seller's performance under this Agreement and related documents. The Seller, for itself and its principals, hereby authorizes Buyer and its affiliates to provide such information without further notice to or consent of the Seller and/or its principals. Seller and each person signing this Agreement on behalf of Seller and/or as Principal, in respect of himself or herself personally, authorizes Buyer to disclose to any third party information concerning Seller's and each Principal's credit standing (including credit bureau reports that Buyer obtains) and business conduct. Seller and each Principal hereby waives to the maximum extent permitted by law any claim for damages against Buyer and any of its affiliates or agents and Processors relating to any (a) investigation undertaken by or on behalf of Buyer as permitted by this Agreement or (b) disclosure of information as permitted by this Agreement.
26. **Class Action Waiver.** Buyer and the Seller Parties acknowledge and agree that the amounts at issue in this transaction and any disputes that may arise between or among them are unique enough to justify dispute resolution on an individual basis. Buyer and the Seller Parties hereby waive any right to assert any claims against any other party as a representative or member in any class or representative action, except where such waiver is prohibited by law.
27. **Return of Buyer Proceeds.** In the event that Seller, or any of Seller's respective directors, officers, employees, agents, subcontractors or affiliates, receives or comes into possession of any proceeds of purchased Receivables, Seller shall cause such other recipients to, immediately segregate and hold such proceeds in express trust for Buyer's sole and exclusive benefit. Such proceeds shall be delivered to Buyer in full within three (3) business days of such receipt.
28. **Notice to Processors.** In addition to any other remedies available for breach of this Agreement, in the event that Seller changes or permits the change of the Processor(s) initially disclosed to Buyer, then Buyer shall have the right to notify the new or additional processor(s) to make payment to Buyer of all or a portion of the amounts received or held by such processor for or on behalf of Seller in order to pay any amounts Buyer is entitled to receive under this Agreement.
29. **Monitoring, Recording, and Solicitations.** Seller authorizes Buyer, its affiliates, agents and independent contractors to contact Seller at any telephone number Seller provides to Buyer or from which Seller places a call to Buyer, or any telephone number where Buyer believes it may reach Seller, using any means of communication, including but not limited to calls or text messages to mobile, cellular, wireless or similar devices or calls or text messages using an automated telephone dialing system and/or artificial voices or prerecorded messages. Seller also agrees that Buyer, its affiliates, agents and independent contractors, may use any other medium not prohibited by law including, but not limited to, mail, e-mail and facsimile, to contact Seller. Seller expressly consents to conduct business by electronic means.
30. **Providing Financial Information.** Buyer may request financial statements, documents, reports, bank statements, and/or Bank Account information, without limitation, at any time during the performance of this Agreement which the Seller shall provide to Buyer within five (5) business days of such request. Failure to deliver requested documents within five business days, shall result in a breach of this Agreement by Seller and a Termination Event.
31. **Business Transaction.** Seller agrees that this transaction is for business purposes and not for personal, family, or household purposes. Seller further agrees that none of the Purchase Price will be used for personal, family, or household purposes.
32. Seller hereby acknowledges to the Buyer and consents that the Buyer may, at any time, and without further notice, electronically record telephone conversations between the parties and their respective representatives in connection with the Agreement or other commercial matters between the parties.
33. **ARBITRATION.** IF BUYER, SELLER OR ANY GUARANTOR REQUESTS, THE OTHER PARTIES AGREE TO ARBITRATE ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT. IF BUYER, SELLER OR ANY GUARANTOR SEEKS TO HAVE A DISPUTE SETTLED BY ARBITRATION, THAT PARTY MUST FIRST SEND TO ALL OTHER PARTIES, BY CERTIFIED MAIL, A WRITTEN NOTICE OF INTENT TO ARBITRATE. IF BUYER, SELLER OR ANY GUARANTOR DO NOT REACH AN AGREEMENT TO RESOLVE THE CLAIM WITHIN 30 DAYS AFTER THE NOTICE IS RECEIVED, BUYER, SELLER OR ANY GUARANTOR MAY COMMENCE AN ARBITRATION PROCEEDING WITH THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR THE FORUM. BUYER WILL PROMPTLY REIMBURSE SELLER OR THE GUARANTOR FOR ANY ARBITRATION FILING FEE, HOWEVER, IN THE EVENT THAT BOTH SELLER AND THE GUARANTOR MUST PAY FILING FEES, BUYER WILL ONLY REIMBURSE SELLER'S ARBITRATION FILING FEE AND, EXCEPT AS PROVIDED IN THE NEXT SENTENCE, BUYER WILL PAY ALL ADMINISTRATION AND ARBITRATOR FEES. IF THE ARBITRATOR FINDS THAT EITHER THE SUBSTANCE OF THE CLAIM RAISED BY SELLER OR THE GUARANTOR OR THE RELIEF SOUGHT BY SELLER OR THE GUARANTOR IS IMPROPER OR NOT WARRANTED, AS MEASURED BY THE STANDARDS SET FORTH IN FEDERAL RULE OF PROCEDURE 11(B), THEN BUYER WILL PAY THESE FEES ONLY IF REQUIRED BY THE AAA OR FORUM RULES. SELLER AND THE GUARANTOR AGREE THAT, BY ENTERING INTO THIS AGREEMENT, THEY ARE WAIVING THE RIGHT TO TRIAL BY JURY. BUYER, SELLER OR ANY GUARANTOR MAY BRING CLAIMS AGAINST ANY OTHER PARTY ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED

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Principal 4 Initials _____

CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, BUYER, SELLER AND ANY GUARANTOR AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISION DEALING WITH THE PROHIBITION ON CONSOLIDATED, CLASS OR AGGREGATED CLAIMS IS FOUND UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID. THIS AGREEMENT TO ARBITRATE IS GOVERNED BY THE FEDERAL ARBITRATION ACT AND NOT BY ANY STATE LAW REGULATING THE ARBITRATION OF DISPUTES. THIS AGREEMENT IS FINAL AND BINDING EXCEPT TO THE EXTENT THAT AN APPEAL MAY BE MADE UNDER THE FAA. ANY ARBITRATION DECISION RENDERED PURSUANT TO THIS ARBITRATION AGREEMENT MAY BE ENFORCED IN ANY COURT WITH JURISDICTION. THE TERMS "DISPUTES" AND "CLAIMS" SHALL HAVE THE BROADEST POSSIBLE MEANING.

34. RIGHT TO OPT OUT OF ARBITRATION. SELLER AND GUARANTOR(S) MAY OPT OUT OF THE ARBITRATION PROVISION ABOVE. TO OPT OUT OF THE ARBITRATION CLAUSE, SELLER AND EACH GUARANTOR MUST SEND BUYER A NOTICE THAT THE SELLER AND EACH GUARANTOR DOES NOT WANT THE CLAUSE TO APPLY TO THIS AGREEMENT. FOR ANY OPT OUT TO BE EFFECTIVE, SELLER AND EACH GUARANTOR MUST SEND AN OPT OUT NOTICE TO THE FOLLOWING ADDRESS BY REGISTERED MAIL, WITHIN 14 DAYS AFTER THE DATE OF THIS AGREEMENT UPON EXECUTION HEREOF, THE SELLER AND GUARANTOR(S) SHALL BE OBLIGATED HEREUNDER AND SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF THE SELLER WARRANTS AND REPRESENTS THAT HE/SHE IS AUTHORIZED TO BIND THE SELLER TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THAT THIS AGREEMENT IS VALID, AND THAT ALL OF THE INFORMATION PROVIDED HEREIN IS TRUE AND ACCURATE IN ALL RESPECTS. BUYER'S PAYMENT OF THE PURCHASE PRICE SHALL BE DEEMED BUYER'S ACCEPTANCE OF THIS AGREEMENT NOTWITHSTANDING BUYER'S FAILURE TO EXECUTE THIS AGREEMENT.

UPON EXECUTION HEREOF, THE SELLER AND GUARANTOR(S) SHALL BE OBLIGATED HEREUNDER AND SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF THE SELLER WARRANTS AND REPRESENTS THAT HE/SHE IS AUTHORIZED TO BIND THE SELLER TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THAT THIS AGREEMENT IS VALID, AND THAT ALL OF THE INFORMATION PROVIDED HEREIN IS TRUE AND ACCURATE IN ALL RESPECTS. BUYER'S PAYMENT OF THE PURCHASE PRICE, EITHER IN PART OR IN FULL, SHALL BE DEEMED BUYER'S ACCEPTANCE OF THIS AGREEMENT NOTWITHSTANDING BUYER'S FAILURE TO EXECUTE THIS AGREEMENT.

SELLER:

DocuSigned by:

X	<u>ROGELIO JOSE DA COSTA SALAZAR</u>	<u>ROGELIO JOSE DA COSTA SALAZAR</u>	<u>02/15/2023</u>
	Principal #1 Signature	Name	Date
X	_____	_____	<u>02/15/2023</u>
	Principal #2 Signature	Name	Date
X	_____	_____	<u>02/15/2023</u>
	Principal #3 Signature	Name	Date
X	_____	_____	<u>02/15/2023</u>
	Principal #4 Signature	Name	Date

GUARANTY OF PERFORMANCE

This Guaranty of Performance (this "Guaranty") is executed as of 02/15/2023, by the Individuals and Company listed below (the "Guarantor"), for the benefit of Simply Funding, LLC ("Buyer"). Capitalized terms used herein, but not defined, shall have the meanings assigned to them in the Receivables Purchase Agreement (as hereinafter defined).

RECITALS

Pursuant to the Receivables Purchase Agreement (the "Purchase Agreement"), dated of even date herewith, between Buyer and Seller, Buyer has purchased Receivables of Seller. Buyer is not willing to enter into the Purchase Agreement unless Guarantor irrevocably, absolutely and unconditionally guarantees prompt and complete performance to Buyer of all of the obligations of Seller; and Guarantor will directly benefit from Buyer and Seller entering into the Purchase Agreement.

AGREEMENT

As an inducement to Buyer to purchase the Receivables identified in the Purchase Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Guarantor does hereby agree as follows:

1. **Defined Terms:** All capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement.
2. **Guaranty of Obligations:** Guarantor hereby irrevocably, absolutely and unconditionally guarantees to Buyer prompt and complete performance of all of Seller's obligations under the Purchase Agreement.
3. **Guarantor's Other Agreements:** Guarantor will not dispose, convey, sell or otherwise transfer, or cause Seller to dispose, convey, sell, or otherwise transfer, any material business assets of Seller without the prior written consent of Buyer, which may be withheld for any reason, until delivery of the entire Purchased Amount. Guarantor hereby agrees to pay all costs and attorney's fees incurred by Buyer in connection with any actions commenced by Buyer to enforce its rights or incurred in any action to defend its performance under the Purchase Agreement and this Guaranty. This Guaranty is binding upon Guarantor, and Guarantor's heirs, legal representatives, successors and assigns. If there is more than one Guarantor, the obligations of the Guarantors hereunder shall be joint and several. The obligation of Guarantor shall be unconditional and absolute, regardless of the unenforceability of any provision of any agreement between Seller and Buyer, or the existence of any defense, setoff or counterclaim which Seller may assert. Buyer is hereby authorized, without notice or demand and without affecting the liability of Guarantor hereunder, to at any time renew or extend Seller's obligations under the Purchase Agreement or otherwise modify, amend or change the terms of the Purchase Agreement. Guarantor is hereby notified that a negative credit report reflecting on his/her credit record may be submitted to a credit reporting agency if the terms of this Guaranty are not honored by the Guarantor.
4. **Waiver; Remedies:** No failure on the part of Buyer to exercise, and no delay in exercising, any right under this Guaranty shall operate as a waiver, nor shall any single or partial exercise of any right under this Guaranty preclude any other or further exercise of any other right. Subject to Arbitration in Section 12, the remedies provided in this Guaranty are cumulative and not exclusive of any remedies provided by law or equity. In the event that Seller fails to perform any obligation under the Purchase Agreement, Buyer may enforce its rights under this Guaranty without first seeking to obtain either performance or payment for such default or Termination Event from Seller or any other guarantor.
5. **Acknowledgment of Purchase:** Guarantor acknowledges and agrees that the Purchase Price paid by Buyer to Seller in exchange for the Purchased Amount is a purchase of the Purchased Amount and is not intended to be treated as a loan or financial accommodation from Buyer to Seller. Guarantor specifically acknowledges Buyer is not a lender and that Buyer has not offered any loans to Seller, and Guarantor waives any claims or defenses of usury in any action arising out of this Guaranty. Guarantor acknowledges the Purchase Price paid to Seller is good and valuable consideration for the sale of the Purchased Amount of Receivables.
6. **Governing Law and Jurisdiction:** This Guaranty shall be governed by, and constructed in accordance with, the internal laws of the State of New York without regard to principles of conflicts of law. Guarantor submits to the exclusive jurisdiction and venue of the state or federal court having jurisdiction over New York of any claims or actions arising, directly or indirectly, out of or related to this Guaranty. The parties stipulate that the venues referenced in the Guaranty and this Agreement are convenient. The parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court will constitute valid and lawful service of process against them, without the necessity for service by any other means provided by statute or rule of court, but without invalidating service performed in accordance with such other provisions.
7. **Jury waiver:** The parties waive the right to a trial by jury in any court in any suit, action or proceeding on any matter arising in connection with or in any way related to the transactions of which this Agreement is a part or its enforcement, except where such waiver is prohibited by law or deemed by a court of law to be against public policy. The parties acknowledge that each makes this waiver knowingly, willingly and voluntarily and without duress, and only after extensive consideration of the ramifications of this waiver with their attorneys.
8. **Class action waiver:** The parties waive any right to assert any claims against the other party as a representative or member in any class or representative action, except where such waiver is prohibited by law or deemed by a court of law to be against public policy. To the extent either party is permitted by law or court of law to proceed with a class or representative action against the other, the parties agree that: (i) the prevailing party shall not be entitled to recover attorneys' fees or costs associated with pursuing the class or representative action (notwithstanding any other provision in this agreement); and (ii) the party who initiates or participates as a member of the class will not submit a claim or otherwise participate in any recovery secured through the class or representative action.

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9. Severability: If for any reason any court of competent jurisdiction finds any provisions of this Guaranty to be void or voidable, the parties agree that the court may reform such provision(s) to render the provision(s) enforceable ensuring that the restrictions and prohibitions contained in this Guaranty shall be effective to the fullest extent allowed under applicable law.

10. Opportunity for Attorney Review: The Guarantor represents that it has carefully read this Guaranty and has, or had a reasonable opportunity to, consult with its attorney. Guarantor understands the contents of this Guaranty, and signs this Guaranty as its free act and deed.

11. Counterparts and Facsimile Signatures: This Guaranty may be signed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same agreement. Facsimile or scanned documents shall have the same legal force and effect as an original and shall be treated as an original document for evidentiary purposes.

12. **ARBITRATION.** IF BUYER, SELLER OR ANY GUARANTOR REQUESTS, THE OTHER PARTIES AGREE TO ARBITRATE ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT. IF BUYER, SELLER OR ANY GUARANTOR SEEKS TO HAVE A DISPUTE SETTLED BY ARBITRATION, THAT PARTY MUST FIRST SEND TO ALL OTHER PARTIES, BY CERTIFIED MAIL, A WRITTEN NOTICE OF INTENT TO ARBITRATE. IF BUYER, SELLER OR ANY GUARANTOR DO NOT REACH AN AGREEMENT TO RESOLVE THE CLAIM WITHIN 30 DAYS AFTER THE NOTICE IS RECEIVED, BUYER, SELLER OR ANY GUARANTOR MAY COMMENCE AN ARBITRATION PROCEEDING WITH THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR THE FORUM. BUYER WILL PROMPTLY REIMBURSE SELLER OR THE GUARANTOR FOR ANY ARBITRATION FILING FEE, HOWEVER, IN THE EVENT THAT BOTH SELLER AND THE GUARANTOR MUST PAY FILING FEES, BUYER WILL ONLY REIMBURSE SELLER'S ARBITRATION FILING FEE AND, EXCEPT AS PROVIDED IN THE NEXT SENTENCE, BUYER WILL PAY ALL ADMINISTRATION AND ARBITRATOR FEES. IF THE ARBITRATOR FINDS THAT EITHER THE SUBSTANCE OF THE CLAIM RAISED BY SELLER OR THE GUARANTOR OR THE RELIEF SOUGHT BY SELLER OR THE GUARANTOR IS IMPROPER OR NOT WARRANTED, AS MEASURED BY THE STANDARDS SET FORTH IN FEDERAL RULE OF PROCEDURE 11(B), THEN BUYER WILL PAY THESE FEES ONLY IF REQUIRED BY THE AAA OR FORUM RULES. SELLER AND THE GUARANTOR AGREE THAT, BY ENTERING INTO THIS AGREEMENT, THEY ARE WAIVING THE RIGHT TO TRIAL BY JURY. BUYER, SELLER OR ANY GUARANTOR MAY BRING CLAIMS AGAINST ANY OTHER PARTY ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, BUYER, SELLER AND ANY GUARANTOR AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISION DEALING WITH THE PROHIBITION ON CONSOLIDATED, CLASS OR AGGREGATED CLAIMS IS FOUND UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID. THIS AGREEMENT TO ARBITRATE IS GOVERNED BY THE FEDERAL ARBITRATION ACT AND NOT BY ANY STATE LAW REGULATING THE ARBITRATION OF DISPUTES. THIS AGREEMENT IS FINAL AND BINDING EXCEPT TO THE EXTENT THAT AN APPEAL MAY BE MADE UNDER THE FAA. ANY ARBITRATION DECISION RENDERED PURSUANT TO THIS ARBITRATION AGREEMENT MAY BE ENFORCED IN ANY COURT WITH JURISDICTION. THE TERMS "DISPUTES" AND "CLAIMS" SHALL HAVE THE BROADEST POSSIBLE MEANING.

13. **RIGHT TO OPT OUT OF ARBITRATION.** SELLER AND GUARANTOR(S) MAY OPT OUT OF THE ARBITRATION PROVISION ABOVE. TO OPT OUT OF THE ARBITRATION CLAUSE, SELLER AND EACH GUARANTOR MUST SEND BUYER A NOTICE THAT THE SELLER AND EACH GUARANTOR DOES NOT WANT THE CLAUSE TO APPLY TO THIS AGREEMENT. FOR ANY OPT OUT TO BE EFFECTIVE, SELLER AND EACH GUARANTOR MUST SEND AN OPT OUT NOTICE TO THE FOLLOWING ADDRESS BY REGISTERED MAIL, WITHIN 14 DAYS AFTER THE DATE OF THIS AGREEMENT.

UPON EXECUTION HEREOF, THE SELLER AND GUARANTOR(S) SHALL BE OBLIGATED HEREUNDER AND SHALL BE SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF THE SELLER WARRANTS AND REPRESENTS THAT HE/ SHE IS AUTHORIZED TO BIND THE SELLER TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THAT THIS AGREEMENT IS VALID, AND THAT ALL OF THE INFORMATION PROVIDED HEREIN IS TRUE AND ACCURATE IN ALL RESPECTS. BUYER'S PAYMENT OF THE PURCHASE PRICE SHALL BE DEEMED BUYER'S ACCEPTANCE OF THIS AGREEMENT NOTWITHSTANDING BUYER'S FAILURE TO EXECUTE THIS AGREEMENT.

**PLEASE BE SURE TO SIGN FOR BOTH THE COMPANY AND AS AN INDIVIDUAL BELOW. **

BY INDIVIDUALS/COMPANY:

DocuSigned by:

X ROGELIO JOSE DA COSTA SALAZAR ROGELIO JOSE DA COSTA SALAZAR
Individual #1 Signature Name

02/15/2023
Date

X _____
Individual #2 Signature Name

02/15/2023
Date

X _____
Individual #3 Signature Name

02/15/2023
Date

X _____
Individual #4 Signature Name

02/15/2023
Date

ATTACHMENT A: Processing Costs

The processing costs shall be collected from Seller beginning on the Purchase Date and continue until all amounts are collected under the Agreement in full. Seller authorizes Buyer to initiate transactions, including but not limited to ACH debits for the following:

Processing Cost: \$ 800.00. This covers the costs and expenses related to the approval and management of the sale of receivables. It includes ACH / wire processing, and other third party services. The Processing Costs will be deducted from the Purchase Price of this Agreement.

Returned ACH Transactions: \$35.00 is collected for each ACH transaction that is rejected by the Bank or becomes uncollectable. This includes, but is not limited to, returned ACH transactions due to non-sufficient funds.

Account Change: \$75.00 is collected when the Buyer is required to update the existing, or add an additional, Bank or Processor used to collect the purchased receivables.

UCC Filing/ Release: \$195.00 is collected to cover the cost of filing a UCC-1 Financing Statement in connection with the Agreement, with an additional \$195.00 to be collected for such filing's termination and release.

Blocked ACH: \$2,500.00 or 25% of the remaining balance, the greater of the two amounts, is collected when the Seller directs Bank to reject, or otherwise block, any of the Buyer's ACH transactions.

Default: \$2,500.00 or 25% of the remaining balance, the greater of the two amounts, is collected if the Seller changes bank accounts or intentionally diverts receivable collections to another account, thereby preventing the Buyer from receiving payments.

Stacking: \$5,000.00 or 25% of the amount received by Seller as a result of (a) Stacking; or (b) a breach of Section 8c, the greater of the two amounts. This amount represents the reasonable damages that Buyer would incur and shall in no case be interpreted as a penalty.

Delayed Lockbox Closing: \$275.00 is collected each month starting from when the Seller does not close its lockbox within 30 days of deal completion (full transfer of outstanding receivables under the Purchase Agreement).

SELLER:

DocuSigned by:		
X <u>ROGELIO JOSE DA COSTA SALAZAR</u>	ROGELIO JOSE DA COSTA SALAZAR	<u>02/15/2023</u>
Principal #1 Signature	Name	Date
X _____	_____	<u>02/15/2023</u>
Principal #2 Signature	Name	Date
X _____	_____	<u>02/15/2023</u>
Principal #3 Signature	Name	Date
X _____	_____	<u>02/15/2023</u>
Principal #4 Signature	Name	Date

ATTACHMENT B: Information Disclosure

I / We, collectively and as individuals, and on behalf of Seller, grant irrevocable permission to release our confidential information, both business and personal, to Buyer and/or its affiliated companies. Confidential information includes, but is not limited to, background information, criminal history, financial history, and credit reports. I / We understand this information is being used for the review and verification of the Seller, its principals, and owners. Permission is also granted to contact any business, past, present or future, including banks, landlords, and insurance companies.

Legal Business Name:
DC&T SERVICES, LLC DBA DC&T SERVICES

Principal #1 Name:
ROGELIO JOSE DA COSTA SALAZAR

Home Address:
1148 COURTNEY CHASE CIR APT #812, ORLANDO, FL 32837

Social Security #: [REDACTED] DOB #: [REDACTED]

Principal #2 Name:

Home Address:

Social Security #: [REDACTED] DOB #: [REDACTED]

Principal #3 Name:

Home Address:

Social Security #: [REDACTED] DOB: [REDACTED]

Principal #4 Name:

Home Address:

Social Security #: [REDACTED] DOB #: [REDACTED]

SELLER:

DocuSigned by:
X ROGELIO JOSE DA COSTA SALAZAR ROGELIO JOSE DA COSTA SALAZAR
Principal #1 Signature Name

02/15/2023
Date

X _____
Principal #2 Signature Name

02/15/2023
Date

X _____
Principal #3 Signature Name

02/15/2023
Date

X _____
Principal #4 Signature Name

02/15/2023
Date

ATTACHMENT C: ACH and Transaction Authorization

DC&T SERVICES, LLC

(“Seller”) authorizes Simply Funding, LLC, its partners, assignees, agents, affiliates, and third parties (collectively “Buyer”) to present automated clearing house (ACH) debits to the following checking account in the amount of fees and other payments due to Buyer from Seller under the terms of that Purchase and Sale of Future Receipts Agreement (the “Agreement”) entered into between Seller and Buyer, as it may be amended, supplemented or replaced from time to time. Seller also authorizes Buyer to initiate additional entries (debits and credits) to correct any erroneous transfers. In addition, if a breach or default of the Agreement occurs, Seller authorizes Buyer to debit any and all accounts controlled by Seller or controlled by any entity with the same Federal Tax Identification Number as Seller up to the total amount, including but not limited to, all fees and charges, due to Buyer from Seller under the terms of the Agreement.

Seller agrees to be bound by the Rules and Operating Guidelines of NACHA and represents and warrants that the designated account is established and used primarily for commercial/business purposes, and not for consumer, family or household purposes. Seller authorizes Buyer to contact Seller’s financial institution to obtain available funds information and/or to verify any information Seller has provided about the designated checking account and to correct any missing, erroneous or out-of-date information. Seller understands and agrees that any revocation or attempted revocation of this Authorization will constitute an event of default under the Agreement for the Purchase and Sale of Future Receipts. In the event that Seller closes the designated checking account, or the designated checking account has insufficient funds for any ACH transaction under this Authorization, Seller authorizes Buyer to contact Seller’s financial institution and obtain information (including account number, routing number and available balance) concerning any other deposit account(s) maintained by Seller with Seller’s financial institution, and to initiate ACH transactions under this Authorization to such additional account(s). To the extent necessary, Seller grants Buyer a limited Power of Attorney to take action in Seller’s name to facilitate this authorization to initiate transactions, including but not limited to ACH debits, ACH credits, wire transfers, and conduct any other form of credit or debit transaction from the bank account indicated below. This authority is to remain in full force and effect until written notice terminating this authority is received by Buyer in such a timely manner as to afford Buyer and the bank named below a reasonable opportunity to act on the notice. Due to the Patriot Act and current banking regulations, we are required to obtain the exact name and address of the account holder.

Name on Account _____

Bank’s Name _____ Routing _____ Account _____

- ☐ Seller hereby requests that Buyer accept the following clarification regarding difference between Sellers name on the Agreement and the name on the bank account:
- ☐ Name on bank account is that of a management company.
- ☐ Name on bank account is business Principal’s personal name.
- ☐ Other (please provide explanation): _____

SELLER AGREES TO NOTIFY BUYER IN WRITING OF ANY CHANGES IN MY ACCOUNT INFORMATION AT LEAST 15 DAYS PRIOR TO THE NEXT TRANSACTION DATE. IF A TRANSACTION FALLS ON A WEEKEND OR HOLIDAY, I UNDERSTAND THAT THE TRANSACTION MAY BE EXECUTED ON THE NEXT BUSINESS DAY. I UNDERSTAND THAT BECAUSE THIS IS AN ELECTRONIC TRANSACTION, THESE FUNDS MAY BE WITHDRAWN FROM MY ACCOUNT AS SOON THE ACH IS INITIATED. IN THE CASE OF AN ACH TRANSACTION BEING REJECTED FOR NON-SUFFICIENT FUNDS (NSF) I UNDERSTAND THAT BUYER MAY AT ITS DISCRETION ATTEMPT TO PROCESS THE CHARGE AGAIN WITHIN 30 DAYS. I AGREE NOT TO DISPUTE ANY ACH TRANSACTIONS WITH MY BANK SO LONG AS THE TRANSACTIONS CORRESPOND TO THE TERMS INDICATED IN THIS AUTHORIZATION FORM.

SELLER:

DocuSigned by:

X

Principal’s Signature

ROGELIO JOSE DA COSTA SALAZAR

ROGELIO JOSE DA COSTA SALAZAR

Name

02/15/2023

Date

ATTACHMENT D: Third Party Funds Release Authorization Form

(Complete this form only if the deal involves direct payoffs to third parties)

Seller hereby request Buyer to distribute from the Purchase Price of the Agreement the amounts listed below ("Release Amount") to the below identified Third Party(s). The Release Amount will be distributed as follows:

Legal Name _____ Address _____

Bank's Name _____ Routing _____ Account _____

Amount \$ _____

Legal Name _____ Address _____

Bank's Name _____ Routing _____ Account _____

Amount \$ _____

1. Funds Release Terms: Seller directs Buyer to tender to the Third Party(s) the Release Amount(s).
2. Payment Agent: Seller's decision to re-direct all or a portion of the Purchase Price to above Third Party(s) is solely the Seller's decision. Seller has requested Buyer to act as Sellers payment agent and has irrevocably instructed Buyer to make payment to the Third Party.
3. Purchase Price: Seller agrees that, upon Buyer's payment of the Release Amount to Third Party, Buyer will be deemed to have tendered to Seller the Release Amount, and that the Release Amount will be counted as having been disbursed by Buyer to Seller towards the Purchase Price. Any balance remaining of the Purchase Price, after deducting the Release Amount, will be disbursed by Buyer to Seller as set forth in the Agreement.
4. Sellers Assumption of Risk / Release of Buyer: Seller hereby releases and waives any claims against Buyer related to the transactions contemplated by this authorization. Seller's obligations to Buyer under the Agreement will continue unabated and unaffected by any dispute Seller has now or in the future with Third Party. Seller agrees that any dispute that arises hereafter between Seller and Third Party will be handled by Seller directly with Third Party and will not be grounds for release, termination, voiding, or breach, in whole or in part, by Seller, of the Agreement. Seller represents that the Third Party information shown above was provided by Seller to Buyer, is complete and accurate, and that Buyer is under no duty to verify this information. Seller assumes all risk of non-receipt by Third Party. Buyer may distribute the Release Amount to the bank account listed above. Buyer has no duty to verify receipt by Third Party. Buyer has made no promises, representations or assurances to Seller of the date of delivery of the Release Amount to Third Party. Seller hereby releases Buyer from, and agrees not to assert, any and all claims arising from or relating to any alleged late, delayed, or non-delivery of the Release Amount to Third Party and/or receipt of the Release Amount by someone other than Third Party. Buyer is authorized to communicate with Third Party about this Agreement and Sellers status with Third Party or Buyer.

SELLER:

DocuSigned by:

X ROGELIO JOSE DA COSTA SALAZAR ROGELIO JOSE DA COSTA SALAZAR

Principal's Signature

Name

02/15/2023
Date