

# PAYMENT ELECTION FORM

## Exhibit B-1 to Master Services Agreement

Reference: MSA-2024-111-FW | SOW-2024-001

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## PARTIES TO THIS ELECTION

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This Payment Election Form ("Election") is entered into as part of the Master Services Agreement dated **December 19, 2024** (the "Agreement") by and between:

<b>CLIENT:</b>	Tameeka Lockhart / FinalWishes ("Client")
<b>PROVIDER:</b>	Sirsi Technologies, Inc, a Delaware S-corporation ("Provider")

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## PROJECT INVESTMENT SUMMARY

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DESCRIPTION	AMOUNT
Market Standard Development Cost	\$650,000
Less: SirsiNexus Efficiency Discount	(\$350,000)
Less: "Project 111" Partner Credit	(\$100,000)
<b>Net Project Investment</b>	<b>\$200,000</b>

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## PAYMENT PLAN SELECTION

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By executing this Election, Client agrees to remit payment according to the schedule indicated below.

### CLIENT SHALL SELECT ONE (1) OPTION BY MARKING THE CORRESPONDING BOX:

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**OPTION A — Standard 50/50 Split**

Standard engineering engagement with payments tied to contract execution and successful platform launch.

MILESTONE	PAYMENT AMOUNT	DUUE DATE
Contract Execution	\$100,000.00	Upon Signing
Platform Launch (Go-Live)	\$100,000.00	Upon Delivery Acceptance
<b>Total</b>	<b>\$200,000.00</b>	

#### **OPTION B — Trimester Payment Schedule**

Deferred payment structure with three equal installments aligned to development checkpoints.

MILESTONE	PAYMENT AMOUNT	DUUE DATE
Contract Execution	\$66,666.66	Upon Signing
Development Checkpoint 1	\$66,666.67	60 Days Post-Execution
Development Checkpoint 2	\$66,666.67	120 Days Post-Execution
<b>Total</b>	<b>\$200,000.00</b>	

#### **OPTION C — Partnership + Equity Arrangement**

Reduced cash investment in exchange for Provider equity participation in the FinalWishes platform.

MILESTONE	PAYMENT AMOUNT	DUUE DATE
Contract Execution	\$75,000.00	Upon Signing
Installment 1	\$50,000.00	45 Days Post-Execution
Installment 2	\$50,000.00	90 Days Post-Execution
<b>Cash Subtotal</b>	<b>\$175,000.00</b>	
<b>Equity Grant to Provider</b>	<b>2.5%</b>	<b>Vested Upon Platform Launch</b>

**Equity Note:** The 2.5% equity stake shall be formalized in a separate Equity Grant Agreement to be executed concurrently with this Election. Equity shall vest upon successful delivery and acceptance of the

*Platform.*

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## PAYMENT TERMS & CONDITIONS

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1. **Invoicing.** Provider shall issue invoices in accordance with the selected payment schedule. All invoices shall reference this Election and the Agreement.
  2. **Payment Due Date.** Client shall remit payment within fifteen (15) calendar days of invoice date ("Net 15").
  3. **Late Payment Interest.** Undisputed amounts not received by the due date shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less.
  4. **Binding Effect.** Upon execution, this Election shall constitute a binding amendment to Exhibit B of the Agreement and shall supersede any conflicting payment terms stated therein.
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## CLIENT ACKNOWLEDGMENT

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By executing this Election, Client hereby acknowledges and confirms:

- I have read and understand the Master Services Agreement in its entirety.
  - I have selected exactly ONE (1) payment option above and agree to its terms.
  - I understand that payment obligations become binding upon execution of this Election.
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## EXECUTION

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**IN WITNESS WHEREOF**, the Parties have executed this Payment Election Form as of the date set forth below.

<b>CLIENT: Tameeka Lockhart / FinalWishes</b>	<b>PROVIDER: Sirsi Technologies, Inc</b>

Signature: _____	Signature: _____
Name: Tameeka Lockhart	Name: Cylton Collymore
Title: Principal / Chief Executive Officer	Title: Chief Executive Officer
Date: _____	Date: _____

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*This document constitutes Exhibit B-1 to the Master Services Agreement between Tameeka Lockhart, FinalWishes and Sirsi Technologies, Inc. dated December 19, 2024.*