

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into this 9th day of August, 2013 between Max Advance, LLC, a New York limited liability company, having an address at 4208 18th Avenue, Brooklyn, NY 11218 (the "Purchaser") and Addict2Shop, LLC, dba Addict2Shop, having an address at 3078 Rodrick Circle Orlando, FL 32824 (the "Seller") and Mantha Rivero having an address at 3078 Rodrick Circle Orlando, FL 32824, and having an address at ____ (the "Guarantor(s)").

WITNESSETH

WHEREAS, the Purchaser is in the business of the purchase of future accounts, receivables and other contract rights, from merchants;

WHEREAS, Seller desires to sell certain accounts to the Purchaser, and the Purchaser desires to purchase certain accounts from the Seller, as set forth herein.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PURCHASE AND SALE OF FUTURE RECEIVABLES

Section 1.1 Purchase and Sale. Purchaser hereby purchases from the Seller, a percentage, as specified below (the "Purchased Percentage"), of each future account and contract right arising from, or relating to, payment of gross amounts of monies by customers of the Seller, insurance payers or other third payers (the "Future Receivables") until the Purchaser has received the amount specified below (the "Purchased Amount") for the purchase price ("Purchase

\Price") set forth below. Seller hereby authorizes Purchaser to ACH the Specified Daily Amount (as set forth below) from Seller's accounts on a daily basis. Purchaser will debit the Specified Daily Amount each business day and upon receipt of the Seller's monthly bank statements will reconcile the Seller's account by either crediting or debiting the difference from or back to the Seller's bank account so that the amount debited per month equals the Purchased Percentage:

 Purchase Price:
 \$4,000.00

 Purchased Percentage:
 15%

 Purchased Amount:
 \$5,600.00

 Specified Daily Amount:
 \$70.00

2. ACH PAYMENTS

Section 2.1 If Purchaser agrees to purchase receipts of Seller pursuant to Purchaser's "ACH Program", Seller authorizes Purchaser and its agents to initiate electronic check or ACH payments equal to the Specified Daily Amount until the Purchaser has received an amount equal to the Purchased Amount. Purchaser will debit the Specified Daily Amount each business day and upon receipt of the Seller's monthly bank statements will reconcile the Seller's account by either crediting or debiting the difference from or back to the Seller's bank account so that the amount debited per month equals the Purchased Percentage. Seller understands that it is responsible for ensuring that the Specified Daily Amount to be debited by Purchaser remains in the account and will be held responsible for any fees incurred by Purchaser

resulting from a rejected ACH attempt or an event of default. Purchaser is not responsible for any overdrafts or rejected transactions that may result from Purchaser ACH debiting the specified amounts under the terms of this Agreement.

Section 2.2 Liability. The Purchaser is not responsible and shall not be liable for any claims, losses or other damages under any agreement of Seller with any third party, and the Seller hereby agrees to hold the Purchaser harmless from any and all such liabilities.

3. STATEMENTS AND REPORTS

Section 3.1 Credit Reports. The Seller acknowledges and agrees that in connection with the execution of this Agreement an investigative or consumer report may be made. Accordingly, the Seller and each Guarantor authorizes the Purchaser and its agents and representatives and any credit reporting agency employed by the Purchaser to investigate any references given or any other statements of data obtained from or about the Seller, any Guarantor or any of Seller's other principals for the purpose of this Agreement and to order, receive and review credit reports at any time now or in the future on the Seller, Guarantor(s) and principals.

Section 3.2 Monthly Statements. Upon request, the Purchaser shall provide Seller with a statement reflecting the delivery of the Purchased Percentage.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Seller and the Guarantor(s) hereby represent, warrant and covenant that as of this date and during the term of this Agreement:

Section 4.1 Seller's Conduct. Seller shall: (i) not change the account name, password or other access or log-in information relating to accounts from which ACH or electronic check payments are to be made without giving Purchaser at least ten (10) business days prior written notice of such change; (ii) not sell, dispose, convey or otherwise transfer its business or all or any substantial portion of its assets, in each case, without the express prior written consent of the Purchaser and the purchaser or assignee's assumption of all of the Seller's obligations under this Agreement pursuant to the documentation reasonably satisfactory to the Purchaser; (iii) not sell, dispose, convey or otherwise transfer any of its Future Receivables; (iv) deliver to the Purchaser its monthly bank statements within seven (7) days after the end of the applicable month; (v) not grant any security interest or lien upon its accounts receivable or other assets; (vi) not incur any debt on the business without the express prior written consent of the Purchaser; (vii) not commit fraud or misapplication of funds.

Section 4.2 Business Information. The information (financial and other) provided by or on behalf of the Seller to the Purchaser in connection with the execution of or pursuant to this Agreement is and shall be true