

or later against Purchaser or against any purchaser of such a participation interest and unconditionally agrees that either Purchaser or such purchaser may enforce Seller's obligation under this Agreement irrespective of the failure or insolvency of any holder of any interest in the Purchased Amount. Seller further agrees that the purchaser of any such participation interests may enforce its interests irrespective of any personal claims or defenses that Seller may have against Purchaser.

**Section 6.7 UCC Financing Statements; Further Assurances.** Seller hereby authorizes Purchaser to file one or more financing statements evidencing the sale of the Purchased Amount of Future Receivables hereunder, and any continuation statements or amendments thereto, and ratifies the filing of any financing statement filed by Purchaser prior to the effectiveness hereof. The UCC financing statement shall state that the sale of the receivables of the Seller is intended to be a sale and not an assignment for security and shall state that the Seller is prohibited from incurring any debt, transferring future receivables to any other person, or granting any security interests in its accounts receivable or other assets until Purchaser has received all amounts due under this Agreement. In addition, Seller agrees that it shall, from time to time, promptly execute and deliver all instruments and documents, and take all further action, that may be necessary or appropriate, or that Purchaser may request, in order to perfect against Seller and all third parties the sale of the Purchased Amount of Future Receivables hereunder or to enable Purchaser to exercise and enforce its rights and remedies hereunder. Purchaser reserves the right to obtain reimbursement from Seller all costs associated with the filing of any UCC financing statements, including a \$200 charge for each UCC financing statement filed.

**Section 6.8 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Seller consents to the jurisdiction of the federal and state courts located in the State of New York and County of Kings and agrees that such courts shall be the exclusive forum for all actions, proceedings or litigation arising out of or relating to this Agreement or subject matter thereof, notwithstanding that other courts may have jurisdiction over the parties and the subject matter thereof. Service of process by certified mail to Seller's address listed on the face of this Agreement or such other address that Seller may provide Purchaser in writing from time to time will be sufficient for jurisdictional purposes.

**Section 6.9 Indemnified Amounts.** In the event of a Breach, Seller and Guarantor shall assume liability for and do hereby agree to indemnify, protect, save and keep harmless Purchaser and its agents and servants, from and against any and all liabilities, claims, losses, obligations, damages, penalties, actions, and suits of whatsoever kind and nature imposed on, incurred by or asserted against Purchaser or its agents and servants, in any way relating to or growing out of such Breach (collectively, "Indemnified Amounts"), including, without limitation, the payment of all costs and expenses of every kind for the enforcement of Purchaser's rights and remedies hereunder, including attorneys' fees and costs in any trial court or appellate court proceeding, any administrative proceeding, any arbitration or mediation, or any negotiations or consultations in connection with any Breach. Such Indemnified Amounts shall bear interest at the highest rate of interest allowed by applicable law until paid.

**Section 6.10 Costs and Expenses.** Purchaser shall be entitled to recover from the Seller all reasonable costs and attorneys' fees associated with and/or resulting from the enforcement of its rights and remedies under this Agreement or at law. Any payments under an indemnity claim pursuant to this Section 5.8 shall include all the foregoing costs and expenses, as well as interest thereon at the rate of 1.5% per month from the date the obligation is due to the Purchaser.

**Section 6.11 Survival of Representations, etc.** All representations, warranties and covenants herein shall survive the execution and

delivery of this Agreement and shall continue in full force and effect until all obligations under this Agreement shall have been satisfied in full and this Agreement shall have terminated.

**Section 6.12 Entire Agreement.** This Agreement, together with any addenda or riders hereto, contains the entire agreement and understanding between Seller and the Purchaser and supersedes all prior agreements and understandings relating to the subject matter hereof unless otherwise specifically reaffirmed or restated herein

**Section 6.13 Jury Trial Waiver.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART OF THE ENFORCEMENT HEREOF, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. THE PARTIES HERETO 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 ATTORNEY.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

**MAX ADVANCE, LLC**

By: \_\_\_\_\_  
(authorized signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SELLER:**

Merchant: Addict2Shop, LLC dba Addict2Shop

By: X   
Martha Rivero

**GUARANTOR 1:**

By: X   
Martha Rivero

Title: \_\_\_\_\_

**GUARANTOR 2:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

  
Initial Here