



MERCHANT FUNDING AGREEMENT

Merchant hereby sells, assigns, and transfers to MOT, a specified amount (the "Acquired Receivables") of Merchant's entire right, title, and interest of each of Merchant's future cash, payment card or other general account receivables ("Future Receivables") in consideration for an amount equal to the sum of the purchase price (the "Purchase Price") plus a service fee (the "Service Fee") until the amount specified below ("Specified Amount") has been paid to MOT. MOT shall collect a fixed amount or percentage of the Specified Amount ("Daily MOT Share") until the Specified Amount is reached.

Purchase Price [amount advanced to Merchant]

Service Fee [fee charged by MOT]

Specified Amount [total amount Merchant is required to pay MOT consisting of the sum of the Purchase Price and the Service Fee]

Daily MOT Share [fixed amount or percentage debited from Merchant's bank account and paid to MOT by recurring ACH debit authorization]

NOW THEREFORE, MOT and Merchant agree as follows:

1. Transaction

1.1. The purchase and sale of the Acquired Receivables pursuant hereto shall constitute a sale of accounts as such term is used in Article 9 of the Uniform Commercial Code ("UCC"), which sales are absolute and irrevocable, and provide MOT with the full benefits of ownership of the Acquired Receivables. Merchant has no right to repurchase or resell the Acquired Receivables.

1.2. Merchant and MOT intend that the transfer of the interest in the Acquired Receivables constitute a sale, and not a loan, for all purposes. Merchant agrees that the Purchase Price equals the fair market value of such interest in the Acquired Receivables and that the Service Fee is a commercially reasonable fee charged by MOT for processing this transaction. In the event that a court determines that MOT 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 MOT shall promptly refund to Merchant any interest received by MOT in excess of the maximum lawful rate, it being intended that Merchant not pay or contract to pay, and that MOT may not receive or contract to receive, directly or indirectly in any manner whatsoever, interest in excess of that which may be paid by Merchant under applicable law.

2. Processing

2.1 Merchant will remit the Specified Amount to MOT by consenting to a multiple payment transactions, representing the Daily MOT Share.

2.2 Merchant authorizes MOT to collect any balances due to MOT hereunder, including the Specified Amount and the MOT Share, by Automatic Clearing House (ACH) system debit entries to the Merchant's bank account identified by Merchant in the online or mobile application ("Merchant Bank Account"). Merchant Bank Account shall be the bank account owned or controlled by Merchant into which the Future Receivables will be deposited to pay MOT the Specified Amount and MOT Share.

2.3 By executing this Agreement Merchant is authorizing MOT to collect any balances due to MOT hereunder by ACH debit or debits to the Merchant Bank Account. Furthermore, by executing this Agreement Merchant is hereby irrevocably appointing MOT as its Attorney In Fact for purposes of executing, on behalf of Merchant, any authorization documents required by the Merchant Bank Account bank to effectuate ACH debits as described herein. Upon request of MOT, Merchant will provide MOT with whatever additional written authorizations that may be necessary to effectuate ACH debits to the Merchant Bank Account. Merchant understands that the foregoing ACH authorization is a fundamental condition to induce MOT to enter into this Agreement.

2.4 Merchant irrevocably appoints MOT and any assignee of MOT as its agent and attorney-in-fact with full authority to take any action or execute any instrument or document to effectuate payment of Daily MOT Share due to MOT under this Agreement, or upon the occurrence of an Event of Default under Section 8 hereof, to settle all obligations due to MOT from Merchant, under this Agreement, including without limitation (i) to collect monies due or to become due under or in respect of any of the Collateral (as defined in the "Merchant Security Agreement" and "Guaranty"); (ii) to receive, endorse, and collect any checks, notes, drafts, instruments, documents, or chattel paper in connection with clause (i) above; (iii) to sign Merchant's name on any invoice, bill of lading, or assignment directing customers or account debtors to make payment directly to MOT; and (iv) to file any claims or take any action or institute any proceeding which MOT may deem necessary for the collection of any unpaid Specified Amount from the Collateral, or otherwise to enforce its rights with respect to payment of the Specified Amount.

2.5 Upon request of a cash advance, Merchant understands and agrees that it is hereby authorizing MOT, or its duly appointed representatives, to obtain Merchant's identification information as well the details of Merchant's Bank Account as may be needed or requested by MOT to provide the services specified hereunder.

3. Due Diligence

Merchant and each Owner/Guarantor authorize MOT, its agents, representatives, and parties acting on behalf or for the benefit of MOT, to investigate their creditworthiness, financial responsibility and history, and they agree to provide MOT its agents, representatives, and parties acting on behalf or for the benefit of MOT any financial statements, tax returns, references, or other credit or financial information as MOT deems necessary prior to or after execution of this Agreement. A photocopy of this authorization will be deemed as acceptable for release of credit and financial information. Merchant and each Owner/Grantor authorize MOT to update their credit and financial profile from time to time in the future, as MOT deems appropriate.

4. Merchant Bank Account

4.1 Merchant represents and warrants that Merchant's sole bank account into which all settlement proceeds of receivables paid to Merchant will be deposited in that Merchant Bank Account identified by account name, account number, and bank name and address provided by Merchant in the online or mobile application, the delivery of which is a condition precedent to MOT's obligations under this Agreement. Merchant Bank Account is an account used for business-purposes only. Merchant further represents and warrants that the Bank Account is not a consumer or individual bank account used for personal, family or household purpose.

4.2 Without MOT's prior written consent, Merchant will not (i) change its Merchant Bank Account; (ii) permit any event to occur that could cause diversion of any of commercial payment transactions from its Merchant Bank Account to another account; (iii) change its arrangements with Merchant Bank in any way that is adverse to MOT; (iv) change its financial institution or bank account(s); or (v) take any other action that could have any adverse effect upon Merchant's ability to comply with Merchant's obligations under this Agreement or MOT's interest in the Acquired Receivables.

5. Covenants

5.1 Merchant shall not conduct business under any other name than that disclosed herein, and shall not change the location of its business, its state of formation, or its Merchant Bank Account without MOT's prior written consent. Merchant shall conduct its business in the ordinary course and in substantially the same manner as heretofore conducted and shall use commercially reasonable efforts to not commit any act that results in a material reduction of its commercial transactions or receivables, including, but not limited to, the refusal, for any reason, to accept bona fide cash, check, debit and credit cards or wire as payment for Merchant's goods or services. Further, unless and until the Specified Amount has been paid in full, Merchant and its owners shall not enter into any transaction involving the sale of Merchant, either by an issuance of additional ownership interests, asset or stock sale, merger, reorganization or other direct or indirect transfer of ownership interests in Merchant that results in a direct or indirect change in voting control of Merchant. The occurrence of any such event shall constitute a breach of this Agreement.

5.2 If an entity, Merchant is a validly existing [corporation/limited liability company/limited partnership/limited liability partnership], in good standing under the laws of the State of its organization and under the laws of the State(s) in which it conducts business. The person executing this Agreement on behalf of Merchant has full power and complete authority to execute this Agreement on behalf of Merchant, and this Agreement is valid, binding and enforceable against Merchant.

5.3 There are no civil or criminal proceedings pending before any court, government agency, arbitration panel, or administrative tribunal or, to Merchant's knowledge, threatened against Merchant, which may result in any materially adverse change in the business, property or financial condition of Merchant.

5.4 Future Receivables, when created, shall be a legal, valid, and binding obligation. No sale of any of the Acquired Receivables will constitute a fraudulent transfer or a fraudulent conveyance, nor will such sale otherwise be void or voidable under similar laws or principles.

5.5 Any and all representations made in this Agreement by the Merchant, and any and all information delivered to MOT, whether made or delivered on the date hereof or in the future, are true and correct, and no material fact has been omitted.

5.6 No portion of Merchant's Future Receivables is subject to any lien, security interest, assignment, option or encumbrance, other than the security interest(s) granted to MOT. During the term of this Agreement, Merchant will not make any material changes in Merchant's business, and Merchant has no knowledge of any event that may occur in the future that could negatively impact Merchant's business.

5.7 Each and all of the foregoing representations shall be deemed to be continuing covenants of Merchant, and shall be deemed true and accurate at all times after the date of this Agreement, until the Specified Amount has been paid in full.

5.8 Merchant will not conduct its business under any name other than as disclosed to MOT or change any of its places of business.

5.9 Merchant represents that it has not filed any petition for bankruptcy protection under Title 11 of the United States Code and that no involuntary petition for bankruptcy has been brought or is pending against Merchant seeking reorganization, arrangement, adjustment, or composition of it or its debts. Merchant does not anticipate filing any such bankruptcy petition and is not aware and has no reason to believe that any such bankruptcy petition or other proceeding will be filed or brought against it.

5.10 Merchant shall not enter into any arrangement, agreement, or commitment that relates to or involves Acquired Receivables, whether in the form of a purchase (such as a merchant cash advance) of, a loan against, or the sale or purchase of credits against, any Acquired Receivables, cash deposits or future card or mobile payment sales with any party other than MOT without MOT's written permission.

5.11 Merchant is entering into this Agreement for business purposes and not as a consumer for personal, family, or household purposes.

5.12 Merchant shall not sell, dispose, transfer, or otherwise convey its business or assets without (i) the express prior written consent of MOT, and (ii) the written agreement of any purchaser or transferee assuming all of Merchant's obligations under this Agreement pursuant to documentation satisfactory to MOT.

5.13 MOT may assign its rights and/or obligations under this Agreement in whole or in part without prior notice to Merchant. Merchant acknowledges that, if any such assignment is made, persons other than MOT may have the right to exercise rights or remedies against Merchant pursuant to this Agreement. Merchant shall not have the right to assign its rights and/or obligations under this Agreement or any interest herein or therein without the prior written consent of MOT, which consent may be withheld in MOT's sole discretion.

6. D/B/A's.

Merchant hereby acknowledges and agrees that MOT may be using "doing business as" or "d/b/a" names in connection with various matters relating to the transaction between MOT and Merchant.

7. Timing and Method of Funding

Merchant and MOT agree that MOT shall purchase the Acquired Receivables on a date to be determined by MOT, at its sole discretion, (the "Purchase Date"). Merchant and MOT also agree that MOT, at its sole discretion, may refuse to purchase Future Receivables for any or no reason. Merchant and MOT further agree that MOT shall provide payment through any commercially reasonable method, at MOT's sole discretion, including, but not limited to, check, federal funds wire, or ACH transfer.

8. Default

8.1 The occurrence of any of the following events shall constitute an "Event of Default" hereunder: (a) Merchant or any Owner/Guarantor violates any term, covenant or condition in this Agreement, the

Merchant Security Agreement and Guaranty or any other agreement with MOT; (b) any representation or warranty by Merchant or any Owner/Guarantor in this Agreement, the Merchant Security Agreement and Guaranty or any other agreement with MOT shall prove to have been incorrect, incomplete, false or misleading in any material respect when made; (c) Merchant or any Owner/Guarantor admits in writing its inability to pay its debts, or makes a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against Merchant or any Owner/Guarantor seeking to adjudicate it bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, or composition of its or its debts; (d) any Owner/Guarantor sends a notice of termination of the Merchant Security Agreement and Guaranty; (e) Merchant suspends, dissolves or terminates its business; (f) Merchant sells all or substantially all of its assets; (g) Merchant performs any act that encumbers the cash flow of the business placing undue stress on the viability of the operations and reduces the value of the Collateral or the security interest granted in the Collateral under the Merchant Security Agreement and Guaranty; (h) any Owner/Guarantor performs any act that reduces the value of the Additional Collateral (as defined in the Merchant Security Agreement and Guaranty) or the security interest granted in the Additional Collateral under the Merchant Security Agreement and Guaranty; or (i) Merchant or Owner/Guarantor files any petition for bankruptcy under the United States code or an involuntary petition for bankruptcy has been brought or is pending against Merchant or any Owner/Guarantor; (k) Merchant or any Owner/Guarantor defaults under any of the terms, covenants and conditions of any other agreement with MOT including those affiliated/associated businesses.

8.2 Merchant hereby explicitly agrees that the communications in relation to an event constituting default may be made by electronic mail, by phone, including cellular phone, by MOT or its designee.

9. Remedies

9.1 Upon the occurrence of an Event of Default MOT may proceed to protect and enforce its rights or remedies by suit in equity or by action at law, or both, whether for the specific performance of any covenant, agreement, or other provision contained herein, or to enforce the performance of Merchant's and each Owner/Guarantor's obligations hereunder, under the Merchant Security Agreement and Guaranty, or pursuant to any other legal or equitable right or remedy in order to recover monies due to MOT, including but not limited to, the receipt of all Indemnified Amounts (as defined in and in accordance with Section 10 hereof). Upon MOT's notice to Merchant of any Event of Default (i) MOT may enforce the provisions of the Merchant Security Agreement and Guaranty; (ii) MOT may enforce its security interest in the Collateral and Additional Collateral; (iii) MOT may debit Merchant's deposit accounts wherever situated by means of ACH debit. All rights, powers, and remedies of MOT in connection with this Agreement and the Merchant Security Agreement and Guaranty may be exercised at any time by MOT after the occurrence of an Event of Default, are cumulative and not exclusive, and shall be in addition to any other rights, powers, or remedies provided by law or equity.

9.2 MOT's failure to exercise any right under this Agreement does not constitute a waiver on MOT's part to exercise such rights at a later time. Nor shall any singular or partial exercise of any right under this Agreement preclude MOT from any other future exercise of any right.

9.3 Merchant and each Owner/Guarantor shall pay to MOT all costs reasonably incurred by MOT in connection with (a) any Event of Default including without limitation any breach by Merchant or any Owner/Guarantor of the representations, warranties, and covenants in this Agreement or the Merchant Security Agreement and Guaranty, and (b) the enforcement of MOT's remedies , including but not limited to court costs and attorneys' fees.

9.4 Merchant and each Owner/Guarantor shall give MOT written notice within 24 hours of any filing by Merchant or any Owner/Guarantor under Title 11 of the United States Code or of the occurrence of any other event described in Section 9.1 hereof. Merchant shall give MOT seven days' written notice prior to the closing of any sale of all or substantially all of Merchant's assets or stock. Merchant shall give MOT seven days' written notice prior to the suspension, dissolution, or termination of its business.

9.5 Upon the Occurrence of any Event of Default, and written notice to Merchant thereof, Merchant shall pay to MOT a default fee ("Default Fee") of \$2,500.00. This Default Fee shall be payable on demand and stand in addition to any other fees or penalties outlined within this Agreement, the Merchant Security Agreement and Guaranty.

9.6 Merchant hereby agrees that MOT may automatically debit or otherwise withdraw such damages from Merchant's bank accounts (including the Merchant Bank Account) via the ACH payment processor system, electronic checks, wire transfers or otherwise.

10. Indemnification

In the event of a Breach, Merchant shall assume liability for and hereby agrees to indemnify, protect, and hold harmless MOT, its affiliates, and its and their officers, directors, employees, agents, representatives and assignees (collectively, the "Indemnified Parties"), from and against any and all liabilities, claims, losses, obligations, damages, penalties, suits, actions, controversies, or proceedings of any kind, imposed upon, incurred by, or asserted against any of the Indemnified Parties, in any way arising from (i) actions taken in reliance upon information or instructions provided to MOT and/or Merchant Bank or their member banks by or on behalf of Merchant, (ii) the occurrence or termination of this Agreement, or (iii) in connection with, relating to, or incident to such Breach (collectively, "Indemnified Amounts"), including the payment of all costs and expenses of every kind for the enforcement of MOT's rights and remedies hereunder, including reasonable attorneys' fees, costs of any trial, appellate court proceeding, administrative proceeding, or any negotiations or consultations with respect to any such Breach. Such Indemnified Amounts will bear interest at the highest rate of interest permitted by applicable law until paid.

11. Confidentiality

Merchant understands and agrees that the terms and conditions of the products and services offered by MOT, including this Agreement and any other documents executed in connection with such agreements or related to such agreements (collectively, "Confidential Information") are proprietary and confidential information of MOT. Accordingly, unless disclosure is required by law or court order, Merchant shall not disclose Confidential Information to any person other than an attorney, accountant, financial advisor, or employee of Merchant who needs to know such information for the purpose of advising Merchant ("Advisor"), provided such Advisor uses such information solely for the purpose of advising Merchant and first agrees in writing to not disclose Confidential Information to any person in accordance with the terms of this Section 12.

12. Modification

Merchant shall comply with all terms and provisions of this Agreement and may not modify or cancel this Agreement at any time or in any manner without the prior written consent of MOT.

13. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns.

14. Costs and Expenses

MOT shall be entitled to recover from Merchant any and all reasonable costs and attorney's fees associated with and/or resulting from the enforcement of its rights and remedies hereunder or at law.

15. Survival and Further Assurances

15.1 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.

15.2 Merchant agrees, from time to time, upon MOT's request, to make, execute, acknowledge, and deliver to MOT 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.

16. Jury Trial

The parties hereby waive trial by jury in any court presiding over any suit, action, or proceeding arising under this Agreement, unless such waiver is prohibited by law. The parties acknowledge that this waiver is made knowingly and voluntarily.

17. Entire Agreement

This Agreement contains the entire understanding of the parties hereto and supersedes all prior negotiations, whether oral or written.

18. Severability

Should any term or provision of this Agreement be deemed invalid, illegal or unenforceable, then such invalid, illegal or unenforceable term or provision shall be null and void, and all other terms and provisions of this Agreement shall continue in full force and effect as though such invalid, illegal or unenforceable term or provision had never been a part hereof.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

20. Limitation of Liability

In no case will the Indemnitees be liable for any claims asserted against them based on any theory of law or equity for lost profits, lost revenues, or lost business opportunities; exemplary, punitive, incidental, indirect, special or consequential damages, each of which is hereby expressly waived by Merchant.

21. Notice.

Any notice, payment, demand or communication required or permitted to be delivered or given by the provisions of this Agreement shall be deemed to have been effectively delivered or given and received on the date personally delivered to the respective party to whom it is directed, or when deposited by registered or certified mail, with postage and charges prepaid and addressed to the Merchant at the address provided by the Merchant in the application submitted to MOT; and to MOT at 3401 N. Miami Ave., Suite 202, Miami, FL 33127, or to such other address as either party may from time to time specify in writing to the other party.

22. Class Action Waiver

The Parties acknowledge and agree that the amounts at issue in this transaction and any disputes that may arise between them are large enough to justify dispute resolution on an individual basis. EACH PARTY HERETO WAIVES 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.

ACCEPTANCE

BY CLICKING "I AGREE" YOU, THE MERCHANT, SIGNIFY YOUR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AS SET FORTH ABOVE.