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FUTURE RECEIVABLES SALE AGREEMENT

A2201904012007

This **FUTURE RECEIVABLES SALE AGREEMENT** ("Agreement") dated 4/1/2019, is made by and between Austin Business Finance, LLC d/b/a a Texas limited liability company ("Purchaser"), and Chauncy Jarrell Williams, a Sole Proprietor ("Merchant").

NOW THEREFORE the Parties hereto agree as follows:

1. NATURE OF AGREEMENT AND COMMENCEMENT:

1.1 In consideration of the payment of the Purchase Price specified below, Purchaser purchases from Merchant, and Merchant sells to Purchaser, the Merchant's future accounts and contract rights arising from the sale of goods or rendition of services to Merchant's customers, including payments received from the use by Merchant's customers of any Payment Devise (as defined herein) to purchase Merchant's products and/or services that are processed by Merchants' card processor (collectively, "Future Receivables") up to the Amount Sold. Merchant agrees to pay the Remittance Amount to Purchaser on every Debit Order Processing Day until Purchaser receives the Amount Sold plus the Administration Fee and any other fees due hereunder. "Payment Devise" includes credit cards, charge cards, debit cards, prepaid cards, benefit cards, or any other type of payment card as well as any virtual payment card or any electronic payment device. All capitalized terms not otherwise defined in this Agreement shall have the definitions ascribed to them in paragraph 2 below, or if not defined in paragraph 2 below, the definitions ascribed to them in the Addendum 1, Terms and Conditions, which are an integral part of the Agreement and are incorporated herein by reference as if set forth herein verbatim.

1.2 Merchant agrees to remit the Amount Sold of Future Receivables to Purchaser by receiving Customer payments into a designated bank account approved by Purchaser (the "Approved Account"), and paying Purchaser through an ACH debit of the Approved Account each day excluding Saturdays, Sundays and federal holidays (each a "Debit Order Processing Day") an amount of cash equal to

the Remittance Amount. The Remittance amount equivalent to the amounts processed but not debited on the Debit Order Processing days, namely Saturdays, Sundays and federal holidays, will be debited on the following business day. Merchant shall continue to pay the Remittance Amount from Future Receivables on each Debit Order Processing Day until Merchant has remitted to Purchaser the full Amount Sold plus the Administration Fee and any other fees and charges due hereunder. The Remittance Amount may be modified or adjusted at the Purchaser's discretion from time to time with notice to Merchant, such modified amount not to exceed the Daily Percentage of the Merchant's average daily customer transactions for the preceding fourteen (14) day period (excluding Sundays). For avoidance of all doubt, the calculation of the average daily Future Receivables includes Sundays and any day that is a federal holiday.

1.3 Purchaser purchases the Future Receivables free and clear of all claims, liens or encumbrances of any kind whatsoever. Merchant agrees that this Agreement applies to Merchant's entire right, title and interest in the Future Receivables up to the Amount Sold.

1.4 The Agreement will commence on the date and time Merchant accepts the offer of Purchaser, by signing the agreement and will terminate on the date that the Amount Sold plus the Administration Fee has been paid and settled in full by the Merchant.

1.5 The Administration Fee shall be submitted separately and applied to the Remittance Amount on the first remittance of payments to Purchaser.



2. Definitions.

2.1 Purchase Price:	\$ 7500
2.2 Amount Sold:	\$ 9375
2.3 Administration Fee:	\$ 150
2.4 Amount Sold plus Administration Fee:	\$ 9525
2.5 Daily Percentage:	N/A
2.6 Remittance Amount:	\$ 44,64
2.7 Number of ACH debit orders:	210

3. **Administration Fee:** The Administration Fee is a charge to compensate Purchaser for the cost of processing, preparing and completing the transaction documents, together with the cost associated with banking infrastructure set-up and the liaison and interaction with third parties as necessary to process and complete the foregoing.

4. STANDARD TERMS AND CONDITIONS. The Standard Terms and Conditions that govern this Agreement and all aspects of the subject transactions are attached hereto as Addendum 1.

5. **Authorization to Share Processing Data:** Merchant hereby authorizes its credit card processor to forward on a daily basis to any third party designated by Purchaser all electronic payment transaction records that its processor processes on its behalf (including, but not limited to, activity on Visa, MasterCard, American Express, Discover, Diners Club, JCB, or ATM Debit Cards and check truncation records).

6. **Sales of Future Receivables.** MERCHANT CANNOT SELL ITS FUTURE RECEIVABLES TO ANYONE ELSE OR ENTER INTO A FINANCING ARRANGEMENT REQUIRING DAILY OR WEEKLY PAYMENTS DURING THE TERM OF THIS AGREEMENT WITHOUT PURCHASER'S PRIOR WRITTEN CONSENT. VIOLATION OF THIS REQUIREMENT WILL RESULT IN AN EVENT OF DEFAULT AND THE ASSESSMENT OF CERTAIN FEES. THE ENTIRE AMOUNT SOLD AND ANY ASSESSED FEES WILL BE IMMEDIATELY DUE TO PURCHASER.

7. **Guarantors.** The below individuals, designated and signing as guarantors (each such signer, a "Guarantor"), hereby assume and, jointly and severally, guarantee the full, complete and timely performance of all of Merchant's obligations under the Agreement (as from time to time

amended and modified) in the event that there has been a default by the Merchant under Section 12 of the Terms and Conditions or a violation by the Merchant of any of the representations, warranties and covenants in Section 6 of the Terms and Conditions. In such instance, Guarantors shall perform under the Agreement including paying or causing to be paid any amounts due that Purchaser would otherwise be entitled to collect from Merchant, under the terms of this Agreement and any amendments or modifications thereto, immediately, upon demand from Purchaser. The obligations personally guaranteed by each Guarantor include, without limitation, the obligations of Merchant to Purchaser hereunder and under any amendments or addenda hereto with respect to additional purchases of Future Receivables and additional Amounts Sold. This guarantee shall be a guarantee of performance and not a guarantee of collection. Purchaser may proceed to enforce its rights against each Guarantor or any other guarantor of Merchant's obligations from time to time, prior to, contemporaneously with or after any enforcement against Merchant or the collateral or without any enforcement against Merchant or the collateral. The obligations of Guarantors are unconditional and absolute and shall remain in full force and effect and without regard to and shall not be released, discharged or in any way affected by (a) any amendment to this Agreement or increase in the Amount Sold or other additional credit advances to Merchant; (b) any exercise or non-exercise of or delay on exercising any right, remedy, power or privilege under or in respect of this Agreement; (c) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors, or similar proceeding commenced by or against Merchant or any of its officers, directors or principals; (d) defects in the formation or authority of Merchant; or (e) any other circumstance that might otherwise constitute a legal or equitable discharge of a



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guarantor or surety. If payment of any sum by Merchant is recovered as a preference or fraudulent conveyance under any bankruptcy or insolvency law, the liability of Guarantors under this guaranty shall continue and remain in full force and effect notwithstanding such recovery. The Guarantors to this Agreement are hereby notified that a negative credit report reflecting on his/her credit record may be submitted to a credit reporting agency if the provisions of this Section 7 are triggered by an Event of Default or other violation or breach of the Agreement by the Merchant. Each Guarantor acknowledges receiving a copy of this Agreement and having

read the terms of this Agreement, including, without limitation, the guarantee set forth in this paragraph, and the Guarantor's signature on the Agreement will serve as confirmation that the Guarantor understands all terms and conditions of this Agreement. Each Guarantor agrees that this guarantee is continuing and absolute and that Purchaser may modify or extend the terms of this Agreement, increase the Purchase Price and Amount Sold, or compromise, settle or release any other obligor under this Agreement without notice or consent by Guarantor and without affecting Guarantor's liability.

EACH OF THE BELOW PARTIES ACKNOWLEDGES THAT THEY HAVE READ AND AGREE TO ALL OF THE FOREGOING PROVISIONS, AS WELL AS ALL OF THE TERMS AND CONDITIONS ON THE ATTACHED ADDENDUM 1. THERE ARE NO VERBAL AGREEMENTS BETWEEN THE PARTIES.

Purchaser: Austin Business Finance, LLC

By: A handwritten signature in blue ink, appearing to read "Xan Myburgh".
Name: Xan Myburgh

Title: CEO

Date: 4/1/2019

Merchant: N.I.C.E Detailing LLC

Guarantor: Chauncy Jarrell Williams

A handwritten signature in blue ink, appearing to read "Chauncy Jarrell Williams".
Name: Chauncy Jarrell Williams, individually

Date: 4/1/2019



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Below please list all the Merchant's business checking accounts. Indicate which account you would like the Purchase Price deposited into, and if different and applicable, indicate the account for payments to Purchaser:

Deposit Funds Withdraw Payments

Account No. 1

Bank Name: Bank Of America

Routing No.: 111000025

Account No.: 488081967373

Deposit Funds Withdraw Payments

Account No. 2

Bank Name:

Routing No.:

Account No.:

Deposit Funds Withdraw Payments

Account No. 3

Bank Name:

Routing No.:

Account No.:



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ADDENDUM 1

STANDARD TERMS AND CONDITIONS

1. Sale. The terms and conditions of this Agreement shall remain in full force and effect until the Amount Sold has been delivered to Purchaser subject to the terms of this Agreement. Merchant and Purchaser agree that this sale and purchase is final, and Merchant has no right to repurchase or resell the Future Receivables or any portion thereof. Merchant, any individual signing this agreement and Purchaser (each individually referred to herein as "Party" and collectively referred to herein as "Parties") agree that the Purchase Price paid to Merchant is the price paid to purchase Merchant's Future Receivables and that the transaction contemplated by this Agreement is a purchase and sale of the Future Receivables. The Parties hereby agree that the transaction contemplated by this Agreement is not a loan, a forbearance of money lent or any similar loan or lending transaction. Merchant understands, agrees and represents that this transaction is made for business or commercial purposes only.

2. Timing, Method of Payment. Merchant and Purchaser agree that Purchaser shall pay the Purchase Price or any portion thereof to Merchant only at a time, and through a method, acceptable to Purchaser and at Purchaser's sole discretion. Merchant and Purchaser also agree that Purchaser, in its sole discretion, may refuse to pay the Purchase Price or any portion thereof to Merchant and cancel this Agreement at any time prior to the Purchase Price being paid. Prior to paying the Purchase Price, Purchaser may conduct a site inspection and shall conduct a processing trial (the "Processing Trial") to determine whether the Remittance Amount will be correctly processed and/or reported by Merchant's card processor or bank to Purchaser. In the event Purchaser determines to conduct a Processing Trial, Merchant acknowledges and agrees that Purchaser will make its final decision, in its sole and absolute discretion, whether to purchase the Future Receivables after completion of the Processing Trial. If Purchaser conducts a Processing Trial and determines not to purchase the Future Receivables, any receivables remitted to Purchaser during the Processing Trial shall be returned to Merchant.

3. Waiver. There shall be effected no waiver by failure on the part of Purchaser to exercise, or delay in exercising, any right under this Agreement, nor shall any single or partial exercise by Purchaser of any right under this Agreement

preclude any other future exercise of any right. The remedies provided hereunder are cumulative and not exclusive of any remedies provided by law or equity.

4. Security Interest. Merchant acknowledges that it is selling its Future Receivables to Purchaser and that, in accordance with Article 9 of the Uniform Commercial Code, such a transaction constitutes either the sale of accounts or general intangibles. The Uniform Commercial Code denotes the seller of accounts or general intangibles as a debtor and the purchaser of accounts or general intangibles as a secured creditor, with the purchaser retaining a security interest in the accounts or general intangibles as a purchaser. In order to secure Merchant's full performance of its obligations under this Agreement, as from time to time amended, including any additional advances to Merchant and/or increases of the Purchase Price, as well as any other indebtedness from Merchant to Purchaser (whether arising hereunder or otherwise), Merchant hereby grants to Purchaser a first priority, continuing security interest in and to all of Merchant's present and future accounts, chattel paper, deposit accounts, personal property, assets and fixtures, general intangibles, instruments, equipment, inventory wherever located, and any and all proceeds of any of the foregoing, now or hereafter owned or acquired by Merchant. Upon any Event of Default, Purchaser may exercise any and all remedies available to secured parties under the Uniform Commercial Code or any other applicable law. Merchant also consents to Purchaser's creation and perfection of any and all instruments that Purchaser determines are reasonably necessary to perfect Purchaser's rights under this security interest, including, without limitation, a UCC-1 financing statement, all at Merchant's expense to be reimbursed to Purchaser upon demand.

5. Fees and Purchaser's Risk. Merchant agrees that the Administration Fee may be withdrawn from Merchant's bank account immediately upon Purchaser paying Merchant the Purchase Price or deducted from the Purchase Price. Because this transaction is not a loan, Purchaser does not charge any interest, finance charges, points, late fees or similar fees (except as permitted by applicable law in connection with civil judgments). Purchaser is purchasing the Future Receivables at a discount. A returned item fee will be assessed if, for any reason, (a) a check, draft or similar



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instrument issued by the Merchant or an individual that signs this Agreement is not honored or cannot be processed; or (b) an electronic debit is returned unpaid or cannot be processed. Merchant and any individual that signs this Agreement authorize Purchaser to resubmit returned payments in its discretion. At Purchaser's option, Purchaser will assess this fee the first time a payment is not honored or paid, even if it is later honored or paid following resubmission. Any check, draft or similar instrument may be collected electronically if returned for insufficient or uncollected funds.

6. Merchant's Representations, Warranties and Covenants. Merchant represents, warrants and covenants that as of the date and during the term of this Agreement: (i) the Future Receivables are not subject to any claims, charges, liens, restrictions, encumbrances or security interests of any nature whatsoever; (ii) Merchant has not and will not sell the Future Receivables to another person or entity; (iii) Merchant will not conduct business under any name other than as disclosed herein, shall not change its business location without the prior written consent of Purchaser, and shall not temporarily close its business for renovations or other purposes; (iv) Merchant will not change or add credit card processors without the prior written approval of Purchaser; (v) Merchant will not take any action to intentionally discourage the use of credit cards, debit cards or other payment cards; (vi) Merchant will not undertake any transaction involving the sale of Merchant, either by an issuance; sale or transfer of ownership interests in Merchant that results in a change in ownership or voting control of Merchant, or by a sale or transfer of substantially all of the assets of Merchant; (vii) Merchant will not voluntarily permit another person or company, including without limitation a franchisor company (if Merchant is a franchisee), to assume or take over the operation and/or control of the Merchant's business or business locations; (viii) Merchant is not currently contemplating the filing of a bankruptcy proceeding or closing Merchant's business; (ix) all information provided by Merchant to Purchaser in this Agreement, application, interview with Purchaser or otherwise and all of Merchant's financial statements and other financial documents provided to Purchaser are true and correct and accurately reflect Merchant's financial condition and results of operations; (x) Merchant will possess and maintain insurance in such amounts and against such risks as are necessary to protect its business and shall show proof of such insurance upon demand; (xi) Merchant has all permits, licenses, approvals, consents and authorizations necessary to conduct its business and will promptly pay all necessary taxes, including

but not limited to employment and sales and use taxes; (xii) Merchant and the person(s) signing this Agreement on behalf of Merchant have full power and authority to enter into and perform the obligations under this Agreement; (xiii) Merchant will provide Purchaser copies of all documents related to Merchant's card processing activity or financial and banking affairs within three (3) days of a request by Purchaser; and (xiv) Merchant will permit Purchaser to conduct a site inspection of Merchant's business, including an inspection of Merchant's credit card terminals, at any reasonable time during the term of this Agreement without notice to Merchant.

7. Remittance Amount. Irrespective of whether Merchant has identified any deposit account on the signature page of the Agreement, Purchaser may require remittance of the Remittance Amount in one of the following ways, at its option and discretion: (i) directly from Merchant's credit card processor; or (ii) by debiting a deposit account established by Merchant that is approved by Purchaser and for which Merchant has completed the accompanying ACH Authorization Form. Purchaser may decide in its sole discretion which of the methods it will accept for the remittance of the Remittance Amount and will notify Merchant prior to delivering the Purchase Price to Merchant.

If Purchaser agrees to accept the remittance of the Remittance Amount directly from the Merchant's card processor, Merchant agrees to enter into an agreement with a card processor acceptable to Purchaser ("Processor") that authorizes Processor to pay the Remittance Amount directly to Purchaser rather than to Merchant until the Amount Sold and all fees incurred hereunder have been forwarded by Processor to Purchaser. This authorization shall be irrevocable, absolute and unconditional. Merchant hereby irrevocably grants Processor the right to hold the Remittance Amount and to pay Purchaser directly (at, before or after the time Processor credits or remits to Merchant the balance of the Future Receivables not sold by Merchant to Purchaser) until the entire Amount Sold plus all fees incurred hereunder have been forwarded to Purchaser. Merchant acknowledges and agrees that Processor may provide Purchaser with Merchant's Payment Device processing history, including without limitation Merchant's chargeback experience and any communications about Merchant received by Processor from a card processing system. Merchant acknowledges that Purchaser 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 and that Purchaser is not responsible for the Processor's actions.



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Merchant agrees to hold Purchaser harmless for the Processor's actions or omissions.

If Purchaser agrees to accept the remittance of the Remittance Amount by debiting the Merchant's bank account, Merchant irrevocably authorizes Purchaser or its designated successor or assignee to withdraw the Remittance Amount by initiating a debit via the Automatic Clearing House (ACH) system to the Approved Account. In the event Purchaser withdraws an incorrect amount from the Approved Account, Merchant authorizes Purchaser to credit the Approved Account for the appropriate amount. For any Approved Account, Merchant agrees to complete all necessary forms to establish the Approved Account, including the ACH Authorization Form. Merchant acknowledges and agrees that any funds deposited into the Approved Account by Merchant's card processor will remain in the Approved Account until the Remittance Amount is withdrawn by Purchaser and then the remaining funds, minus any amount required to maintain the minimum balance for the Approved Account, will be forwarded to Merchant's Bank Account. If the Approved Account requires a minimum account balance, Purchaser may, in its sole discretion, fund the required minimum balance for the Approved Account out of the Purchase Price.

8. Miscellaneous. This Agreement shall be binding upon Merchant and inure to the benefit of Purchaser, its successors and assigns. This Agreement constitutes the entire Agreement between the Parties, and no representations, agreements, or understandings of any kind, either written or oral, shall be binding upon the parties unless expressly contained herein. This Agreement is a complete and exhaustive statement of the terms of the parties' agreement, which may not be explained or supplemented by evidence of consistent or inconsistent additional terms or contradicted by evidence of any prior or contemporaneous agreement. The Parties may change any of the terms of this Agreement or amend this Agreement, but any such changes or amendments shall not be effective unless they are in writing and signed by all Parties. If any of the provisions of this Agreement are determined to be invalid, illegal or unenforceable in any respect, the remaining provisions shall not be affected in any manner. All Parties hereby acknowledge having the full power and authority to enter into and perform the obligations under this Agreement. The Parties agree to execute such further and additional documents, instruments, and writings as may be necessary, proper, required, desirable, or convenient for the purpose of fully effectuating the terms and provisions of this Agreement.

The information submitted by Merchant as part of its application for this transaction is hereby incorporated into and made a part of this Agreement. The signatures to this Agreement may be evidenced by facsimile copies or other digital or electronic means reflecting the Party's signature hereto, and any such copy or signature shall be sufficient as if it were an original signature.

9. Indemnity/Limitation of Liability. Merchant will indemnify, defend and hold Purchaser harmless from and against any and all direct and third party suits, costs, causes of action, judgments, complaints, orders, and claims, including without limitation reasonable attorney's fees arising from or relating to any claim that Merchant has breached this Agreement or that any representation, warranty, or statement Merchant has made is not accurate in any respect. Purchaser will notify Merchant of any claim for indemnity hereunder, select counsel of Purchaser's choice and Merchant will promptly pay all defence costs and satisfy any judgments. MERCHANT AGREES THAT REGARDLESS OF ANY CLAIMS MERCHANT MAY HAVE AGAINST PURCHASER, MERCHANT'S SOLE REMEDY WILL BE AN ACTION AT LAW FOR ACTUAL MONEY DAMAGES THAT WILL NOT EXCEED THE GREATER OF (I) THE AMOUNT OF FUNDS OVERPAID TO PURCHASER OR (II) \$1,000. AND THAT MERCHANT WILL NOT BE ENTITLED TO AND HEREBY WAIVES ANY AND ALL CLAIMS FOR, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, LOST PROFITS, STATUTORY, OR SPECIAL DAMAGES OF ANY KIND. IF MERCHANT FILES AN ACTION AGAINST PURCHASER AND THE MATTER IS DISMISSED OR PURCHASER PREVAILS IN THE MATTER, MERCHANT AGREES TO PAY ALL OF PURCHASER'S ATTORNEY'S FEES AND COSTS INCURRED IN THE MATTER. EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE.

10. Governing Law: The Parties hereby agree that this Agreement is made, accepted and performed in Texas, which is Purchaser's principal place of business. This Agreement, all transactions it contemplates, the entire relationship between the Parties, and all claims arising therefrom and including claims involving an Affiliated Entity, whether such claims are based in tort, contract or arise under statute or in equity, shall be governed by and enforced in accordance with: (i) the laws of the State of Texas without regard to principles of conflicts of laws that would require the application of any other law; and (ii) any applicable federal law. Affiliated Entity means and includes: (i) any entity or person that at any time has owned or controlled Purchaser or any entity that at any time has been owned or controlled by Purchaser; (ii) any predecessor



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or successor entities of Purchaser; (iii) any entity or person who at any time owns or holds an equity or security interest in the Future Receivables and the interest was granted by Purchaser; and (iv) all officers, directors, owners and employees of Purchaser, its parent company or any Affiliated Entity.

11. Disputes: Governing Law. Purchaser and Merchant (and any individual signing this Agreement) agree that this Agreement is accepted in Texas. This Agreement and all transactions it contemplates, including all issues concerning the validity of the Agreement and any transactions it contemplates, the construction of its terms, and the interpretation, performance and enforcement of the rights and duties of the Merchant, Purchaser and each individual signatory will be governed by and enforced in accordance with the laws of the State of Texas without regard to principles of conflicts of laws that would require the application of any other law. Without limiting the generality of the foregoing, the Parties agree that the laws of the State of Texas will govern the entire relationship between and among the Parties, including without limitation, all issues or claims arising out of, relating to, in connection with, or incident to this Agreement and any transaction it contemplates, whether such claims are based in tort, contract, or arise under statute or in equity. All litigation, suits, court proceedings and other actions relating to, arising out of or in connection with this Agreement or the transaction that is the subject of this Agreement, whether founded in contract, tort or otherwise, will be submitted to the *in personam* jurisdiction of the state and federal courts of the State of Texas and the exclusive venue for all such suits, proceedings and other actions will be in Travis County, Texas. No action may be brought in any other state or jurisdiction. Notwithstanding the foregoing, Purchaser may elect to commence litigation and court proceedings in the state and federal courts of the state in which Merchant is located. The Parties hereby waive any claim against or objection to the *in personam* jurisdiction and venue in the courts of Travis County, Texas. The Parties hereby irrevocably waive any objection and any right of immunity on the ground of venue or the convenience of the forum, or to the jurisdiction of such courts or from the execution of judgments resulting therefrom. ALL PARTIES TO THIS AGREEMENT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, SUIT, COUNTERCLAIM, CROSS-CLAIM, OR THIRD-PARTY CLAIM BROUGHT BY ANY OF THE PARTIES HERETO ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH THIS AGREEMENT.

12. Events of Default. The following be considered defaults under this Agreement:

- (i) Merchant's breach of any representation, warranty, agreement, promise or covenant set forth in this Agreement;
- (ii) any act or omission by or on behalf of Merchant that has the result of interfering with, or circumventing, the payment to Purchaser of the Amount Sold, including without limitation, adding or changing processors without Purchaser's prior written consent, conducting business under an alternative name, making use of any depository accounts other than the Approved Accounts without Purchaser's prior written consent, encouraging customers to avoid making card payments or other act that results in a material decrease in the monthly number of deposits made and/or processing batches deposited to the Approved Accounts that is disproportionate to any changes in the Future Receivables, or manipulating the use and form of business entities for the purpose of avoiding Business's obligations hereunder;
- (iii) Merchant fails to assist Purchaser in maintaining access to electronic bank information for the Approved Accounts or fails to provide Purchaser copies of all documents related to Merchant's credit card processing activity or financial and banking affairs within three (3) days of a request by Purchaser;
- (iv) Merchant fails to permit Purchaser or its agents to complete a site inspection, including an inspection of Merchant's credit card processing terminals;
- (v) without Purchaser's consent, applying for, or agreeing to, any other cash advance or other financing that would affect the payment of the Amount Sold in any way, including but not limited to entering into a financing arrangement that requires Merchant to make daily or weekly payments;
- (vi) the sale of any of Merchant's assets outside the ordinary course of business without Purchaser's prior written consent;
- (vii) any transaction that results in a change of control of Merchant or Merchant's business without Purchaser's prior written consent;
- (viii) Merchant becomes subject to any material judgment or garnishment following the date of this Agreement;
- (ix) Merchant fails to maintain a positive amount in the Direct Debit Account;



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(x) Merchant invalidates and/or terminates, or attempts to invalidate and/or terminate any ACH Authorization Form; or

(xi) Purchaser does not receive daily payment of the Remittance Amount for more than three consecutive Debit Order Processing Days.

13. Remedies. In the event Merchant breaches any of the provisions of this Agreement, including but not limited to any representations, warranties and covenants, Purchaser shall be entitled to all remedies available under law. In any action for damages, Purchaser shall be entitled to damages equal to the Amount Sold plus the Administration Fee less any amounts received by Purchaser. Merchant and the individuals signing this Agreement hereby agree that Purchaser may electronically debit from any of Merchant's or the individual signatory's bank accounts via ACH or otherwise all or any portion of the Amount Sold or may instruct Merchant's processor to forward to Purchaser all or any portion of the Amount Sold outstanding if Merchant breaches this Agreement. Amounts outstanding to Purchaser shall bear interest at the per annum rate of the lesser of the maximum rate allowed under applicable state law or 18.00%.

14. Attorney's Fees and Costs. In the event Merchant defaults, Purchaser shall be entitled to recover from Merchant and Guarantors all costs of collection, including reasonable attorney's fees and third-party collection costs, incurred by Purchaser in connection with the defence, protection or enforcement of Purchaser's rights under this Agreement (including, without limitation, in connection with any bankruptcy proceeding).

15. Reporting: By signing this Agreement you authorize Purchaser to obtain a credit report or background report on the Merchant and any individual that signs this Agreement. The report Purchaser obtains may include, but is not limited to, the business' or individuals' credit history or similar characteristics, employment and education verifications, social security verification, criminal and civil history, Department of Motor Vehicle records, any other public records, and any other information Purchaser deems relevant. The reports will be used by Purchaser to determine if it will proceed with the Purchase of the Future Receivables from Merchant.



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ACH Authorization Agreement

This Authorization Agreement for Direct Deposit (ACH Credit) and Direct Collections (ACH Debits) is part of (and incorporated by reference into) the Future Receivables Sale Agreement defined below. Merchant should keep this important legal document for Merchant's records. Any capitalized term(s) that are not otherwise defined shall retain the same meaning set forth in the Future Receivables Sale Agreement.

This authorization agreement (the ACH Authorization) is entered into pursuant to the Future Receivables Sale Agreement (the "Agreement") dated 4/1/2019 between the undersigned Merchant and Austin Business Finance, LLC (the "Purchaser").

The individual signing this ACH Authorization on behalf of Merchant certifies to Purchaser that he or she is a duly authorized check signer on the financial institution account identified below, that he or she is authorized to enter into this ACH Authorization on behalf of the Merchant, and that the Merchant will be bound by all the terms of this ACH Authorization.

This authorization shall remain in effect until the sooner of (a) such time that Purchaser has received the Amount Sold, plus any applicable fees, under the Agreement, or (b) Purchaser permits Merchant to revoke this ACH Authorization, as evidenced in writing to Merchant.

The undersigned Merchant hereby authorizes Purchaser to initiate debit or credit entries from and to Merchant's Account at the bank specified below. Merchant and Purchaser agree to be bound by the applicable rules set forth by the National Automated Clearinghouse Association. Furthermore, if any such ACH transactions should be returned for insufficient funds, Merchant authorizes Purchaser to reattempt to collect such amounts by ACH, and in any such case, collect a fee as specified in the Agreement. Merchant further agrees that a breach of this ACH Authorization will constitute a breach of the Agreement.

DISBURSEMENT OF RECEIVABLES SALE PROCEEDS

By signing below, Merchant authorizes Purchaser to disburse the Purchase Price, less the amount of any applicable setup fee, by initiating an ACH credit, wire transfer, or similar means to the checking account indicated below (or a substitute checking account Merchant later identifies and is acceptable to Purchaser) (hereinafter referred to as the "Designated Checking Account") in the disbursal amount set forth in the accompanying Future Receivables Sale Agreement.

Austin Business Finance (LLC)

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COLLECTION OF FUNDS ARISING FROM FUTURE RECEIPTS

By signing below, Merchant authorizes Purchaser to collect amounts Purchaser is entitled to receive under the Agreement by initiating ACH Debits of the Remittance Amount to the Designated Checking Account each business day until Purchaser receives the Amount Sold, and any and all applicable fees and other charges under the Agreement. At the time of execution of the Future Receivables Sale Agreement, the Parties agree that the Remittance Amount shall be debited each business day. Merchant acknowledges and agrees that, at the Purchaser's option, the Remittance Amount may change as allowed under the Agreement. Purchaser will debit Merchant's Account in the amount set forth in the Agreement, as may be modified from time to time by agreement of the Parties. Purchaser acknowledges that no prior notification will be provided in advance of debits or credits authorized under the Agreement.

Merchant authorizes Purchaser to increase the amount of any scheduled ACH debit entry or assess multiple ACH debits for the amount of any previously scheduled payment(s) that was not paid because Merchant's financial institution was not open or was not able to process ACH transactions. If a transaction is rejected by Merchant's financial institution for any reason other than termination of this authorization, including without limitation insufficient funds, Merchant understands that Purchaser may, at its discretion, attempt to process the transaction again as permitted under the NACHA Rules. Merchant also authorizes Purchaser to initiate ACH entries to correct any erroneous payment transaction. Merchant understands that Merchant is responsible for ensuring that funds arising from Future Receivables of Merchant remain in the Designated Checking Account each day until Purchaser debits the amount to which it is entitled under the Future Receivables Sale Agreement. Merchant agrees to notify Purchaser promptly if there are any changes to the account and routing numbers of the Designated Checking Account. Purchaser is not responsible for any overdrafts, rejected transactions, or other fees that may result from credits or debits initiated under this Authorization Agreement. This authorization is to remain in full force and effect until Purchaser has remitted the full amount of the Amount Sold, plus applicable fees and charges, under the Agreement. The origination of ACH transactions to the Designated Checking Account must comply with, and both Merchant and Purchaser agree to be bound by, the provisions of applicable law and the NACHA Rules.

If Merchant's financial institution rejects Purchaser's debits for any reason, Merchant is still responsible for making timely remittances of the Remittance Amount to Purchaser on each business day, pursuant to the Agreement.

THIRD PARTY APPOINTMENT AND AUTHORIZATION

By signing below, Merchant acknowledges that the Purchaser may, at any time, at Purchaser's sole discretion, and without prior notice, appoint a third party, including but not limited to its wholly owned subsidiaries, (herein referred to as the "Servicing Agent") to perform any, or all, of the actions authorized by the ACH Authorization and the Agreement. Merchant further agrees and acknowledges that Servicing Agent shall have all of the same rights, responsibilities, and authorizations granted to Purchaser by the ACH Authorization and the Agreement.

BUSINESS PURPOSE ACCOUNT

By signing below, Merchant attests that the Designated Checking Account was established for business purposes and not primarily for personal, family or household purposes. The individual signing below on behalf of Merchant certifies that he/she is an authorized signer on the Designated Checking Account. Merchant will not dispute any ACH transaction initiated pursuant to this Authorization Agreement, provided the transaction corresponds to the terms of this Authorization Agreement. Merchant requests the financial institution that holds the Designated Checking Account to honor all ACH entries initiated in accordance with this Authorization Agreement.



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Payment Authorization

I authorize my bank to debit my account as identified above to the terms stated here. This authorization shall remain in effect until Bank receives from Purchaser written notification of termination.

I will be liable to pay an NSF fee of \$25.00 (or the amount allowable by law), which may be automatically debited for each NSF. I represent and warrant that I am authorized to execute this payment authorization for the purpose of implementing this payment plan. I indemnify and hold the Purchaser and the Bank harmless from damage, loss or claim resulting from all authorized actions hereunder.

Payments will be deducted every day, excluding weekends and federal holidays, provided that such payments will be deducted in conjunction with the payments on the following business day, until full and indefeasible payment of the Amount Sold, plus any applicable fees and charges under the Agreement.

Routing Number Account:	111000025
Number Account Name:	488081967373
Bank Name:	Bank Of America
Type of Account:	Cheque
Merchants Legal Name:	N.I.C.E Detailing LLC

View-Only Access to Online Bank Login:

Password:

Date: 4/1/19

[MERCHANT NAME]

Clayton Willian
By: Austin Business Finance
Name: Ben Haptman
Title: Key Account Manager