



Registration of a Charge

Company name: **TECHNOLOGY WILL SAVE US LIMITED**

Company number: **07661485**



X6IM3B22

Received for Electronic Filing: **06/11/2017**

Details of Charge

Date of creation: **02/11/2017**

Charge code: **0766 1485 0002**

Persons entitled: **PAYPLANT ALTERNATIVES FUND LLC**

Brief description: **N/A**

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MATTHEW SHEFFIELD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7661485

Charge code: 0766 1485 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd November 2017 and created by TECHNOLOGY WILL SAVE US LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th November 2017 .

Given at Companies House, Cardiff on 8th November 2017

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 2nd November 2017

(1) Technology Will Save Us Ltd

(2) Payplant Alternatives Fund LLC

DEBENTURE

THIS DEBENTURE is made the 2nd day of November 2017.

BETWEEN:

- (1) Technology Will Save Us Ltd a company registered in England and Wales under company registration number 07661485 whose registered office is at 21 Vyner Street, London, E2 9DG. ("TWSU").
- (2) Payplant Alternatives Fund LLC a company registered in Delaware, USA under EIN of 46-4107082 whose registered office is at 2625 Middlefield Road, #595, Palo Alto, CA 94306 ("the Lender").

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Debenture, unless the context otherwise requires, the following expressions have the following meanings:

| | |
|------------------------------|---|
| "Book Debts" | means: (a) all book and other debts in existence from time to time both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Borrower; and (b) the benefit of all rights whatsoever relating to the debts referred to above; |
| "Borrower" | means: TWSU and its Subsidiaries, including Technology Will Save Us Inc. |
| "Charged Property" | means the whole or any part of the property, assets, income and undertaking of the Borrower from time to time mortgaged, charged or assigned to the Lender under this Debenture; |
| "Permitted Security" | Means means any security in favour of Barclays Bank PLC in relation to its facility agreement with the Company dated 4 th November 2016 and any security pursuant to this Debenture. |
| "Plant and Machinery" | means all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other moveable assets (other than fixtures) of any kind and in any place which are the property of the Borrower at the date of this Debenture or which became the property of the Borrower after the date of this Debenture; |
| "Receiver" | means any receiver, administrative receiver or receiver and manager appointed pursuant to this Debenture; |

| | |
|------------------------------|--|
| "Rights" | means all the Borrower's rights, title and interest from time to time in any lease, licence or occupational right (or an agreement for any of them) together with all the Borrower's rights title and interest from time to time in any renewal of, replacement of or variation to any lease, licence or occupational right (or an agreement for any of them); |
| "Scheduled Property" | means the property details of which are set out in Schedule 1 to this Debenture; |
| "Secured Liabilities" | means all monies, debts and liabilities from time to time due, owing, or incurred by the Borrower to the Lender whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and whether on any current or other account or in any other manner whatsoever, including liabilities described in Schedule 2 |
| "Security" | means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or other agreement or arrangement having a similar effect; |
| "Shares" | means all stocks, shares, and other securities for the time being owned or held by the Borrower and all rights, interest and other property accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption exchange, purpose, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares previously described; and |
| "Subsidiary" | means a subsidiary within the meaning of section 1159 of the Companies Act 2006. |

- 1.2 In this Debenture, unless the context otherwise requires:
- 1.2.1 the expressions 'the Borrower' and 'the Lender' where the context admits include their respective successors and assigns whether immediate or derivative;
 - 1.2.2 terms defined in the Companies Act 2006 have the same meanings;
 - 1.2.3 reference to any statute or statutory provision includes a reference to:
 - 1.2.3.1 that statute or statutory provision as from time to time amended extended or re-enacted or consolidated; and
 - 1.2.3.2 all statutory instruments or orders made pursuant to it;
 - 1.2.4 words denoting the singular shall include the plural and vice versa;
 - 1.2.5 words denoting any gender include all the genders and words denoting persons shall include firms and corporations and vice versa;
 - 1.2.6 references to 'clauses' are to the clauses or sub-clauses of this Debenture and references to 'the Schedule' are to the schedule to this Debenture;

1.2.7 clause headings do not form part of this Debenture but are for convenience only and shall not be taken into account in its construction or interpretation.

2. Execution

The parties intend that this Debenture takes effect as a Deed notwithstanding the fact that the Lender may only execute this Debenture under hand or not at all.

3. Covenant to pay

The Borrower shall pay on demand to the Lender or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due.

4. Security

By way of continuing security in favour of the Lender for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee hereby charges to the Lender the property set out below in the manner set out below:

- 4.1 by way of fixed charge by way of legal mortgage, the Scheduled Property and all Rights relating to the Scheduled Property in existence of the date hereof;
- 4.2 by way of fixed charge, the Property and all Rights relating to it not effectively mortgaged in the Lender's favour as security for the Secured Liabilities;
- 4.3 by way of fixed charge, the Book Debts and all the Borrower's rights, title, interest, and benefit in and to the Book Debts account;
- 4.4 by way of fixed charge, all the Intellectual Property owned, possessed or controlled by the Borrower which is not assigned to the Lender;
- 4.5 by way of fixed charge, the Plant and Machinery;
- 4.6 by way of fixed charge, the Shares;
- 4.7 by way of fixed charge, all the goodwill and uncalled capital for the time being of the Borrower;
- 4.8 by way of floating charge, all the undertaking and assets of the Borrower whatsoever, wherever situate, whether movable, immovable, present or future.

5. Qualifying Floating Charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Debenture.

6. Negative Pledge

- 6.1 The Borrower shall not create or permit to subsist any Security over any of its assets other than Permitted Security, except by prior written consent.
- 6.2 Without prejudice to any other restriction on disposals from time to time agreed between the Lender and the Borrower in any facility arrangement or otherwise, the Borrower shall not convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property except in the ordinary course of its trade in respect of that part of the Charged Property which is subject only to an uncrystallised floating charge in favour of the Lender.

7. Deposit of Documents and Title Deeds

The Borrower shall deposit with the Lender (and the Lender during the continuance of this security may hold and retain):

- 7.1 all deeds and documents of title relating to the Property (if any);
- 7.2 all stock or share certificates or other documents of title to or representing the Shares (if any) together with such duly executed transfers or assignments with the name of the transferees, date and consideration left blank as the Lender may require;
- 7.3 all such deeds and documents of title (if any) relating to the Book Debts as the Lender may from time to time specify; and
- 7.4 copies of all the contracts and collateral warranties assigned absolutely to the Lender under this Debenture certified to be true copies by one director of or a solicitor acting for the Borrower.

8. Representations and Warranties

- 8.1 The Borrower represents and warrants to the Lender that:
 - 8.1.1 it is absolutely, solely and beneficially entitled to all the Charged Property as from the date it or any part of it fails to be charged under this Debenture and the rights of the Borrower in respect of the Charged Property are free from any Security of any kind other than Permitted Security; and
 - 8.1.2 it has not sold or agreed to sell or otherwise disposed of, or agreed to dispose of, the benefit of all or any of the Borrower's right, title and interest in and to the Charged Property, except in the ordinary course of its trade in respect of that part of the Charged Property which is (or was at the time of disposal) subject only to an uncrystallised floating charge in favour of the Lender.
- 8.2 The representations and warranties set forth in this Clause 9 are given and made on and as of the date of this Debenture, shall survive the execution of this Debenture and are continuing representations and warranties which are deemed to be repeated during the continuance of the security constituted by this Debenture.

9. Undertakings

- 9.1 The undertakings in this Clause shall remain in force during the continuance of the security constituted by this Debenture.
- 9.2 The Borrower shall comply with all obligations under any statute and all byelaws and regulations relating to the whole or any part of the Charged Property.
- 9.3 The Borrower shall maintain insurance on or in relation to its business and assets (including, without limitation, the Scheduled Property) with underwriters and/or insurance companies of repute, and:
 - 9.3.1 procure that the interest of the Lender is noted on all its policies of insurance; and

- 9.3.2 immediately give notice to the Lender of any occurrence which gives rise, or might give rise to a claim under any of its policies of insurance; and
 - 9.3.3 shall apply all monies received by virtue of any insurance of the whole or any part of the Charged Property in making good, or in recouping expenditure incurred in making good, any loss or damage or, if the Lender in its discretion so requires, towards discharge of the Secured Liabilities.
- 9.4 The Borrower shall at all times keep in good and substantial repair, working order and condition all the Charged Property and Plant and Machinery.

10. Enforcement

- 10.1 This Debenture will become enforceable when:
- 10.1.1 any of the Secured Liabilities is not paid and/or discharged in accordance with the terms of this Debenture; or

11. Receiver

- 11.1 At the request of the Borrower or at any time after the Secured Liabilities has become immediately payable, the Lender may, subject as provided in clause 12.3 below, appoint by writing one or more persons as receiver and manager ('the Receiver') of all or any part of the property charged by this Debenture, upon such terms as to remuneration and otherwise as he shall think fit, and may from time to time in the same manner determine the Receiver's remuneration (which shall not be subject to the limitations contained in the Law of Property Act 1925 Section 109(6)) and remove any Receiver so appointed and appoint another in his place.
- 11.2 A Receiver so appointed shall be the agent of the Borrower and the Borrower shall be responsible for such Receiver's acts and defaults and for his remuneration costs charges and expenses to the exclusion of liability on the part of the Lender.
- 11.3 The Lender:
- 11.3.1 may not appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986; and
 - 11.3.2 may not appoint an administrative receiver (as defined in Section 29(2) of that Act) at any time while such an appointment is prohibited by Section 72A of that Act.
- 11.4 Powers and duties of Receiver
- A Receiver appointed under clause 12.1 above (or under the equivalent provision of any other debenture of the Series) shall be entitled to exercise all powers conferred on a receiver by the Law of Property Act 1925 without the restrictions contained in Section 103 of that Act and by way of addition to and without limiting those powers such Receiver shall have the following powers (limited, in the case of a receiver appointed over part only of the Charged Assets, to dealings with or in relation to the assets over which he is appointed):
- 11.4.1 to take possession of and get in the property charged by this Debenture;

- 11.4.2 to carry on or concur in carrying on the business of the Borrower;
- 11.4.3 to sell or concur in selling any of the property charged by this Debenture or otherwise deal with such property on such terms in the interests of the Lenders as he shall think fit, including without limitation power to sell any such property released from the charges created by this Debenture;
- 11.4.4 to make any arrangement or compromise which he shall think expedient in the interests of the Lenders;
- 11.4.5 to make and effect all such repairs, improvements and insurances as he shall think fit and renew such of the plant, machinery and any other effects of the Borrower as shall be worn out, lost or otherwise become unserviceable;
- 11.4.6 to appoint managers, accountants, servants, workmen and agents for the purposes referred to in this clause upon such terms as to remuneration or otherwise as the Receiver may determine;
- 11.4.7 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters and powers referred to in this clause and which the Receiver may or can lawfully do as agent for the Borrower.

11.5 Application of proceeds of receivership

All amounts realised by the Receiver shall (subject to any prior ranking claims) be applied by him as follows:

- 11.5.1 in payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise by him of all or any of the powers referred to in clause 12.4 above, including the remuneration of the Receiver and all outgoings properly paid by him;
- 11.5.2 in or towards payment to the Lenders of all arrears of interest unpaid in respect of the debentures of the Series;
- 11.5.3 in or towards payment to the Lender of the Secured Liabilities and interest due on the Debenture;
- 11.5.4 any surplus shall be paid to the Borrower or other person entitled.

12. Release and Reassignment

Following the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Charged Property from the security constituted by this Debenture and shall reassign to the Borrower all its interest in any property, contracts and collateral warranties assigned to the Lender under this Debenture.

13. Cumulative and Continuing Security

- 13.1 This Debenture is a continuing security to the Lender regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this Clause, might affect or diminish its effectiveness.

13.2 The security constituted by this Debenture is in addition to and is not in any way prejudiced by any rights whatsoever which the Lender may have in respect of the Secured Liabilities including, without limitation, any rights arising under any other Security.

14. Payments and Withholding Taxes

The Borrower shall pay and discharge the Secured Liabilities without any deduction, withholding, set-off, counterclaim, restriction or condition and without regard to any equities between the Borrower and Lender, except to the extent that the Borrower is required by law to deduct or withhold any amounts payable under this Debenture, in which case it shall pay to the Lender an additional amount sufficient to ensure that the net amount received by the Lender after the required deduction or withholding be equal to the amount that the Lender would have received had no deduction or withholding been made.

15. Appropriation

The Lender may appropriate any payment or payments which the Borrower makes to the Lender towards satisfaction of any sums due under any accounts or agreements as the Borrower has with the Lender in any proportion as the Lender sees fit.

16. Set-off

The Borrower agrees the Lender may at any time after this Debenture has become enforceable without notice or further demand combine or consolidate all or any of its then existing accounts including any accounts in the name of the Lender or of the Borrower jointly with others and set-off or transfer any sum standing to the credit of any one or more of those accounts in or towards satisfaction of the Secured Liabilities.

17. Assignment

Neither the Lender nor the Borrower may assign, transfer, novate or dispose of any of its rights and obligations under this Debenture without the written consent of the other, such consent not to be unreasonably withheld.

18. Waiver

No failure or delay or other relaxation or indulgence on the part of the Lender to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

19. Severability

Each of the provisions of this Debenture is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.


20. Communications and Notices

- 20.1 All communications, demands and notices between the parties under or in connection with this Debenture shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by e-mail:
 - 20.1.1 (in the case of communications to the Lender) to its registered office or such changed address as shall be notified to the Borrower by the Lender; or
 - 20.1.2 (in the case of the communications to the Borrower) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Borrower set out in any document which forms part of the Contract or such other address as shall be notified to the Lender by the Borrower.
- 20.2 Communications shall be deemed to have been received:
 - 20.2.1 if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or
 - 20.2.2 if delivered by hand, on the day of delivery; or
 - 20.2.3 if sent by fax or electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.
- 20.3 Communications addressed to the Lender shall be marked for the attention of Neerav Berry, neerav@payplant.com, +1 650 575 6002.

21. Governing Law and Jurisdiction

This Debenture (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by and construed in accordance with the law of England and Wales, and both parties agree to submit irrevocably to the exclusive jurisdiction of the English and Welsh courts.

IN WITNESS WHEREOF the Borrower has executed this Debenture as a deed and the Lender has executed this Debenture on the date written at the beginning of the Debenture.

EXECUTED and DELIVERED as a deed for and on behalf of Technology Will Save Us Ltd
by: 

Bethany Koby-Hirschmann


CEO & Director

In the presence of



Matthew Sheffield, 93 Barry Road, London, SE22 0HR

SIGNED for and on behalf of Payplant Alternatives Fund LLC by a duly authorised officer:


Neerav Berry, CEO & Co-founder, Payplant LLC, the managing member of Payplant Alternatives Fund LLC

In the presence of: 

DR. RONJON NAG, 354 PDE ST, PALO ALTO, CA 94301

**SCHEDULE 1
SCHEDULED PROPERTY**

N/A

SCHEDULE 2 SECURED LIABILITIES

Secured liabilities are as specified in the Payplant Client Agreement between the 'company' and Payplant Alternatives Fund LLC (as repeated below) and the attached deed of priority.

1. All of Borrower's present and future accounts, payment intangibles, chattel, paper, instruments, commercial tort claims identified in writing to Payplant Alternatives Fund LLC, or its agent, Payplant LLC, contracts, letter-of-credit rights, and other receivables, of all types and descriptions (individually and collectively, "Additional Receivables"); and
2. All of Borrower's present and future inventory, equipment of all types and descriptions and property including investment property; and
3. All of Borrower's present and future general intangibles of all types and descriptions, including all intellectual property, books, records, files, computer programs, etc. relating to the foregoing; and
4. All of Borrower's cash and cash equivalents, deposit accounts, securities accounts; and
5. All proceeds (including, without limitation, proceeds of insurance covering any of the foregoing or other property resulting from the sale, exchange, collection, or other disposition of any of the foregoing) and supporting obligations of any and all of the foregoing; and
6. Any other Asset owned by the Borrower.



CLIENT AGREEMENT

This Payplant Client Agreement is entered into by and between (1) the undersigned Client and (2) Payplant LLC on

PREFACE

A. This Agreement sets forth the understandings of the Parties with respect to: Posting procedures and Client's additional representations and warranties at time of posting; (iii) Payplant's right to direct Debtors to pay Collection Proceeds into the Lockbox Account; (iv) other covenants with respect to funds held on deposit in the Lockbox Account; (v) Consummation of sales of Purchased Receivables; (vi) the True Sale effects of such sales; (vii) Client Fees and Client Reimbursable Expenses; (viii) provisions applicable to charge backs and credit adjustments to Client's Receivables; (ix) Client's obligation to assist in the collection of Receivables; (xii) Client Remittance Payments; (x) Client's Repurchase Obligations; (xi) Client late charges; (xii) the potential personal liability of Client Key Principals for certain acts; (xiii) Client's grant of a security interest in Client's Receivables and other Client Collateral; (xvii) termination of Client's registration rights; (xiv) provisions relating to referrals; and (xx) such other matters as included therein.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION Client absolutely, unconditionally and irrevocably agrees to the following:

Section 1. Applicability

This Agreement shall apply to all matters relating to Client's sale of Receivables to Payplant.

Section 2. Accuracy of Data; Authority to Provide Debtor Information

Client shall be solely responsible for the completeness and accuracy of the Client Information and Debtor Information that Client may have provided to Payplant from time to time, with Client representing and warranting to Payplant that such Client Information and Debtor Information is complete and accurate in all material respects at the time provided. Client further represents and warrants to Payplant that Client has the requisite right and authority to provide Debtor Information to Payplant.

Section 3. Payplant Work Product Data

A. Client agrees that Payplant, through its own analysis and data gathering, may compile and formulate Payplant Work Product Data, including but not limited to Payplant's summarized transactional and observational experience regarding Client and Client's Registered Debtors.

B. Client recognizes and agrees that all Payplant Work Product Data shall be the sole and exclusive property of Payplant, and that Payplant shall have the right to sell, resell, distribute and redistribute Payplant Work Product Data for any purpose within Payplant's sole discretion, with Client having no rights or interest therein or in and to any proceeds thereof. Client's and Client's customer information and all financial data are confidential information.

Section 4. Client Information, Debtor Information and Payplant Work Product Data

A. Client agrees to periodically update Client Information and Debtor Information to include such additional information and reports as Payplant may reasonably request.

B. Client further agrees to provide Payplant with such reasonable additional information about Client and Client's business, customers, owners, officers, persons of influence and employees as Payplant may reasonably request from time to time.

C. At the time of posting of a Receivable, Client recertifies and reaffirms to Payplant that the Client Information and Debtor Information that Client previously provided to Payplant is the most current Client Information and Debtor Information available, and accurately reflects Client's and each Registered Debtor's then business and financial condition, and that since the date of Client's most recent Officer Certificate provided to Payplant, no Client Event of Default has occurred or may exist with the passage of time and failure to cure.

Section 5. Posting Procedures

While Client is registered with Payplant and no Client Event of Default exists, Client is authorized to post Client's Eligible Receivables for sale to Payplant. Client shall at all times follow the posting procedures implemented by Payplant from time to time. Client must only post Eligible Receivables that satisfy requirements specified by Payplant. Client shall further cooperate with Payplant by responding to questions and inquiries submitted by Payplant. Payplant is under no obligation to purchase Eligible Receivables and maintains full and absolute discretion to not purchase any Eligible Receivable or provide additional advances for previously Purchased Receivables for any reason. Only Eligible Receivables may be posted for sale.

Section 6. Additional Client Representations and Warranties at Time of Posting

A. Each and every time that Client posts a Receivable for sale on the Payplant Platform, Client reaffirms all of the Client general representations and warranties as set forth in this Agreement, and Client further affirms, represents and warrants that:

- (i) each Posted Receivable in all respects satisfies the requirement of an Eligible Receivable; and
- (ii) each Posted Receivable validly exists and represents the bona fide Invoice Payment Obligation of the Debtor enforceable against the Debtor in accordance with the Invoice terms; and
- (iii) to the extent that the Posted Receivable represents the Debtor's Invoice Payment Obligation for goods sold or services performed, such goods and services have been accepted by the Debtor without condition or reservation of rights; and
- (iv) Client has satisfied its obligations to pay all applicable sales, use, excise and similar taxes to appropriate Governmental Authorities with respect to sales of goods or performance of services; and
- (v) Client knows of no reason why the Debtor does not have the financial ability, or the authority, or is not legally or contractually obligated to pay the Posted Receivable in full as and when due; and
- (vi) Client is not then Insolvent or contemplating filing for bankruptcy relief from creditors; and
- (vii) Client is not in default under any loan or debt or performance obligation in favor of any third-party creditor of Client, and Client is not subject to or contemplating entering into a workout or forbearance agreement with any of Client's creditors; and
- (viii) Client fully intends that the sale of the Purchased Receivable results in a True Sale for all purposes under Applicable Law.

B. All Client representations and warranties under this Agreement, and under each Officer Certificate provided to Payplant, shall conclusively be deemed for all purposes to be made and directed to Payplant at Payplant's main office in California.

Section 7. Verification

Client agrees that Payplant or its agent may, in Client's name and stead, contact Client's Registered Debtors, to verify (i) the status and existence of each Receivable posted for sale or sold to Payplant, (ii) the Invoice Face Value amount and the Invoice Due Date thereof, and (iii) such other matters as Payplant may deem important.

Section 8. Requirement That All Registered Debtor Invoice Payments Be Paid into the Payplant Controlled Lockbox Account

A. Client agrees that Payplant may instruct each and every one of Client's Registered Debtors to pay all Invoice Payments under Receivables initially due to Client into a designated Lockbox Account maintained and controlled by Payplant, and further instructing the Debtor not to pay Client directly. Client further agrees to re-notify Debtors at Payplant's request should Payplant's Lockbox Account details change in the future.

THIS REQUIREMENT APPLIES TO PAYMENT OF ALL INVOICES DUE FROM REGISTERED DEBTORS TO CLIENT, AND IS NOT LIMITED TO INVOICE PAYMENTS DUE UNDER RECEIVABLES SOLD ON THE PLATFORM. ALL REGISTERED DEBTOR INVOICE PAYMENTS, INCLUDING INVOICE PAYMENTS UNDER CLIENT'S OTHER RECEIVABLES NOT SOLD OVER THE PLATFORM, ARE REQUIRED TO BE PAID INTO THE PAYPLANT CONTROLLED LOCKBOX ACCOUNT WITHOUT EXCEPTION.

B. Client agrees that Payplant may re-notify the Registered Debtor as Payplant may deem to be necessary, making it clear to the Debtor that the Debtor is required to make all Invoice Payments otherwise due to Client into the Lockbox Account.

C. Client shall further include appropriate written instructions on each Invoice sent to a Registered Debtor instructing the Debtor to make its Invoice Payments into the Payplant controlled Lockbox Account, with Client removing any contrary written instructions to pay Client directly.

D. Once a Registered Debtor is instructed to make Invoice Payments into the Payplant controlled Lockbox Account, Client shall have no right whatsoever to counter-instruct the Debtor to pay Client directly or to pay an Affiliate of Client or some other third Person.

E. Once a Registered Debtor is instructed to make Invoice Payments into the Payplant controlled Lockbox Account, Client shall have no right whatsoever to receive Invoice Payments from the Debtor. To the extent that Client receives any Invoice Payment from a Registered Debtor, whether due to Debtor error or otherwise, Client shall notify Payplant of such occurrence within two (2) Business Days and turn such payment over to Payplant in the form received within three (3) Business Days, transferring funds within 3 business days, and if received via check, without depositing the check into a Client deposit account. In the interim, and at all times while Client may possess or have control over amounts received from Registered Debtors, Client shall hold such funds "in trust" for and on behalf of Payplant, with Client having full fiduciary duties and obligations to segregate and safeguard such funds.

F. Client agrees to pay Payplant a Misdirected Payment Fee in the amount equal to 5% of each Invoice Payment that a Registered Debtor pays to Client, or to an Affiliate of Client, if after the Registered Debtor receives notice from Payplant or Client to make its Invoice Payments into the Payplant controlled Lockbox Account, and Client does not notify Payplant and transfer funds to Payplant as required in Section 8 E.

G. Client recognizes, confirms and agrees that Payplant have or will have a perfected UCC Security Interest in all of Client's Purchased Receivables sold on the Platform, and that any failure on the part of Client to comply with the requirements of Sections 8(D) and (E) above shall constitute a Diversion of funds due to Payplant and an act of civil conversion under Applicable Law, giving rise to a Client Event of Default under Section 29.1 of this Agreement.

Section 9. Payplant Authorized to Indorse Client's Name on All Instruments Deposited into the Lockbox Account

Client irrevocably authorizes Payplant to indorse Client's name on all checks, drafts and instruments deposited into the Lockbox Account for Client's account. Client forever waives any claim that Client may now or in the future have against Payplant based on wrongful or unauthorized endorsement of Client's name on any check, draft or instrument deposited into the Lockbox Account.

Section 10. Notification

A. Client agrees that Payplant may, at any time before or after the occurrence of a Client Event of Default, and at Payplant's sole election, notify all or selected Registered Debtors of the fact that their Invoice Payment Obligations have been or may be sold on the Platform, or otherwise encumbered in favor of Payplant, and Payplant shall have the further right to instruct or reinstruct such Registered Debtors to make their respective Invoice Payments directly to Payplant at the Lockbox Account address.

B. All such notifications shall be made pursuant to Sections 9-406(a) and 9-607(a) of the UCC.

C. Once Payplant notifies a Registered Debtor to make its Invoice Payments directly to Payplant, Client shall have no right to counter-instruct the Debtor to make its Invoice Payments to Client, or to an Affiliate of Client, or to any other third person. Any attempt by Client to do so shall constitute a Diversion of funds due to Payplant.

SECTION 11. True Sale

11.1 Party Intent

IT IS THE STATED INTENT OF THE PARTIES AND OF EACH AND EVERY ONE OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS AND OWNERS, THAT ALL SALES OF RECEIVABLES TO PAYPLANT SHALL FOR ALL PURPOSES CONSTITUTE AND RESULT IN TRUE SALES OF A 100% OWNERSHIP INTEREST IN AND TO EACH PURCHASED RECEIVABLE AND ALL COLLECTION PROCEEDS THEREOF, WITH ALL OF CLIENT'S RIGHTS, TITLE AND INTEREST (WHETHER LEGAL, EQUITABLE OR BENEFICIAL) AND ALL CONTROL THEREIN AND THERE OVER BEING FULLY TRANSFERRED TO AND THEREAFTER BEING SOLELY VESTED IN PAYPLANT. THE PARTIES AND EACH AND EVERY ONE OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, MEMBERS AND OWNERS, FURTHER INTEND THAT ALL SALES OF RECEIVABLES TO PAYPLANT NOT BE CONSTRUED BY ANY PERSON, INCLUDING BY ANY GOVERNMENTAL AUTHORITY OR BY ANY COURT OR ARBITRATOR IN ARBITRATION, AS A LOAN OF MONEY BY THE PAYPLANT TO THE CLIENT OR AS A TRANSACTION INTENDED AS SECURITY UNDER THE UCC OR ANY OTHER APPLICABLE LAW.

11.2 True Sale for All Purposes

A. It is the further stated intent of the Parties, and of each and every one of their respective officers, directors, managers, partners, members and owners, that all purchases of Purchased Receivables by Payplant result in True Sales of such Receivables *for all purposes*, including permitting Payplant (i) to carry the Receivable as a financial asset on Payplant's books and records, (ii) to grant a Security Interest

in the Receivable in favor of Payplant's creditors, and (iii) to resell the Receivable to a Subsequent Buyer, only with Client's written permission, which the Client cannot unreasonably withhold.

B. Client shall reflect each sale of a Purchased Receivable over the Platform as a true and complete sales, transfer and assignment on Client's books, records and computer files, and Client shall advise all Persons inquiring about the ownership of Purchased Receivables that such Receivables are no longer owned by Client and are now owned by Payplant.

11.3 California Law Applicable

The Parties agree and covenant that all sales of Receivables to Payplant, and assignment of all of the Client's ownership rights, title and interests therein and thereto to the Payplant, shall conclusively be deemed to have been Consummated and to having taken place at Payplant's offices in California, and that such sale, transfer and assignment of rights shall be exclusively governed by and under the substantive laws of the State of California irrespective of the conflicts of law principles of that state.

Section 12. Purchase Price and Accrual of Discount Fees

A. The Purchase Price of each Receivable will be displayed on the Platform for the Client to view.

B. Discount Fees are assessed at a 30-day minimum, and will accrue daily thereafter on the unrecovered amount of each Receivable, commencing on the Consummation Date until the date that Payplant is repaid in full.

Section 13. Consummation

The sale of each Client Receivable shall be deemed to be Consummated (that is, a completed and final sale under Applicable Law) at the time the Advance Amount (less any Client Fees and Client Reimbursable Expenses then due to Payplant) is paid to Client or is otherwise applied by Payplant for the Client's account. Payplant will transfer the remaining amount due to Client within 2 business days of receiving the funds from Client's accounts.

Section 14. True Sale of Purchased Receivables

A. Client intends that all purchases and sales of Purchased Receivables on the Platform result, for all purposes, in True Sales of a 100% ownership interest in the Purchased Receivable by Client to Payplant. Following Consummation, Client shall have no residual rights, title or interest (whether legal, equitable or beneficial) in and to, and no control over, the Purchased Receivable and all Collection Proceeds derived or to be derived therefrom, with the Collection Proceeds and any and all monies and funds in any way attributable to the Purchased Receivable being exclusively owned by Payplant.

B. Client further agrees that, following Consummation, Client shall have no right whatsoever (i) to agree to (whether overtly or tacitly) or otherwise allow any compromise, reduction, credit or setoff to be made in or against the amount owed by the Debtor under the Traded Receivable, (ii) to issue a new or replacement invoice, (iii) to instruct or request the Debtor to make its Invoice Payments to any address other than to the Lockbox Account address, or (iv) to receive or apply any Invoice Payment made by the Debtor under the Purchased Receivables, or (v) to otherwise Divert all or any portion of the Debtor's Invoice Payment.

Section 15. Client Fees and Client Reimbursable Expenses

A. Client agrees to pay Client Fees to Payplant in the amounts provided in **Schedule 1** attached hereto, and additionally to pay all Client Reimbursable Expenses to Payplant as provided in **Section 31.1** of this Agreement. Once paid, Client Fees are not subject to refund, rebate or reduction.

B. Client agrees that Payplant may include such sums in the amount of Direct Debit Transfers from Client's designated deposit account with Client's Bank. Alternatively, Payplant may set off such amounts so owed by Client against any amounts then or thereafter due to Client.

C. Payplant reserves the right to adjust all or any portion of Client Fees at any time by providing Client with two-months prior written notice. Any increase or decrease in the amount of Client Fees shall apply prospectively only to sales of Purchased Receivables after the effective date of such adjustment.

Section 16. Chargebacks, Credit Adjustments and Reissuance of Invoices

A. Client shall notify Payplant in writing within three (3) Business Day (i) should a Registered Debtor subsequently return purchased goods to Client for credit, or (ii) should a Registered Debtor become entitled to or claim a credit adjustment against the Debtor's Invoice Payment Obligation, or (iii) should a Registered Debtor dispute the amount owed under a Purchased Receivable or attempt to set off any other amount that Client may owe to the Debtor against the Debtor's Invoice Payment Obligation, or (iv) should Client subsequently reissue an Invoice with respect to a Purchased Receivable after the Receivable has been sold to Payplant.

B. Upon the occurrence of any of the events listed in **Section 16(A)** above, Client shall pay to Payplant within three (3) Business Days, the full amount of (i) the credit adjustment made or claimed by the Debtor against the Debtor's Invoice Payment Obligation, or (as applicable) (ii) the Face Value of the Purchased Receivable for which a substitute or corrected Invoice has been issued. Alternatively, Payplant may set off any amounts so owed by Client against any amounts then or thereafter due to Client.

C. Any failure on the part of Client to comply with the requirements of **Sections 16(A)** and **(B)** above shall constitute a Diversion of funds due to Payplant, giving rise to a Client Event of Default under **Section 29.1** of this Agreement.

Section 17. Obligation to Assist in Collection

Client agrees to use its reasonable commercial efforts to assist Payplant in collecting each Client Purchased Receivable from the Debtor. Such assistance shall include (i) making calls to or otherwise contacting the Debtor, (ii) forwarding collection and demand letters to the Debtor (or permitting Payplant to do so), (iii) providing Payplant with such information with respect to the Debtor as Payplant may reasonably require; and (iv) timely performing such further acts and executing such waivers and consents as the Debtor may require as a precondition for payment. Client agrees not to hinder in any way Payplant's efforts in collecting Purchased Receivables, except that Payplant will not unduly burden the Debtor.

Section 18. Reconciliation

Client agrees to assist Payplant in reconciling Registered Debtor Invoice Payments and credit adjustments with Payplant's internal records relating to Client's Purchased Receivables and amounts due and paid and payable thereunder.

Section 19. Client Remittance Payment; Right to Setoff; Forfeiture in Client Event of Default

A. Depending upon if and when a Debtor pays the full Face Value amount owed under a Purchased Receivable, and when such payment is received by Payplant in Good Funds, Client may receive a Client Remittance Payment payable out of the Retained Amount.

B. Client agrees that Payplant may, at any time and for any reason, setoff any amounts that Client may owe to Payplant against any Client Remittance Payments that may then or thereafter be due to Client.

C. Client further agrees that Client shall forfeit any right to receive Client Remittance Payments so long as (i) any Client Event of Default exists under **Section 29.1** of this Agreement, and (ii) any amount or contingent amount is owed by Client under this Agreement. Client's forfeiture of the right to receive Client Remittance Payments is an agreed-upon penalty as a result of a Client Event of Default.

Section 20. Repurchase Obligations; Right to Setoff and Withhold Payments to Client

A. Client agrees to repurchase any and all then outstanding Purchased Receivables for the Repurchase Price thereof from Payplant when one of the following types of events occurs.

(i) if for any reason the Debtor fails to pay the Face Value of the Purchased Receivable, in full and in Good Funds, by no later than the 60th day following the Invoice Due Date (an "Debtor Event of Default"); or

(ii) if and when the Debtor becomes or otherwise claims to be entitled to a credit adjustment against any amount owed under the Purchased Receivable; or

(iii) if and when the Debtor raises any defense to payment or otherwise demonstrates that it is unable or unwilling to pay the Face Value of the Purchased Receivable in full and when due; or

(iv) should the Purchased Receivable fail to qualify for any reason as an Eligible Receivable eligible to be sold on to Payplant; or

(v) if and when Client or the Debtor files or becomes subject to a bankruptcy or Insolvency proceeding; or

(vi) at the time of the occurrence of any other Client Event of Default not mentioned above.

In the case of an event of type (i) above the Repurchase Date is 60 days after the Invoice Due Date. In the case of an event of type (ii)-(vi) above, the Repurchase Date is the date the event occurs.

B. Client further agrees to pay the Repurchase Price to Payplant, in full, by no later than the Repurchase Date.

CLIENT'S REPURCHASE OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL AND IRREVOCABLE AND ARE NOT SUBJECT TO ANY CLAIM THAT CLIENT MAY HAVE AGAINST PAYPLANT OR ANY PAYPLANT RELATED PERSON, OR TO ANY DEFENSES TO PAYMENT (INCLUDING SURETYSHIP DEFENSES), ALL OF WHICH ARE KNOWINGLY AND WILLINGLY WAIVED BY CLIENT.

C. It is the stated intent of the Parties that Client's repurchase of Purchased Receivables and payment of the Repurchase Price shall result in a True Sale of such Receivables by Payplant back to Client for all purposes, with the Payplant thereafter retaining no rights, title or interest (whether legal or equitable) therein, and with Client thereafter having total ownership and responsibility for the collection thereof.

D. Client agrees that Payplant shall have the right to set off any amounts then or thereafter due to Client (including proceeds derived from sales of Client's Purchased Receivables) against Client's then or contingent Repurchase Obligations in favor of Payplant. Client further agrees that Payplant, in its reasonable Administrative Discretion, shall have the right to withhold payment of funds otherwise due to Client, and to hold such funds as additional Client Collateral to secure the prompt and punctual

payment and satisfaction of Client's present and future obligations (including Client's Repurchase Obligations) to Payplant for so long as an Event of Default persists.

Section 21. Client Key Principal Personal Liability for Diversion of Funds and Other Limited Acts

A. Client agrees that Client Key Principals specified in Exhibit 2, shall be personally liable for losses sustained by Payplant as a consequence of (i) any Diversion of funds that are not immediately repaid to Payplant, or (ii) acts of fraud by Client or by any Key Principal, or (iii) any attempt by Client or by a Client Key Principal to in any way interfere with Payplant's collection of Purchased Receivables from an obligated Debtor, or to interfere with Payplant security rights under this Agreement.

B. Client and each Client Key Principal agrees that Payplant may file suit against Client Key Principals along with Client for any of the reasons mentioned in Section 21 (A) above, before a Court in California, as provided in Section 31.14 of this Agreement.

C. As a result of Client signing this agreement, each Client Key Principal shall conclusively be deemed to have accepted Client Key Principal potential personal liability to Payplant (limited to the circumstances described in Section 21(A) above), and to have consented to the personal jurisdiction of California courts and to the waiver of trial by jury provisions of Section 31.15 of this Agreement.

Section 22. Late Charges

For each day after the Repurchase Date that Client fails to pay the Repurchase Price in full to Payplant, Client agrees to pay an additional daily late charge in an amount equal to .049315% (equating to 18% per annum) multiplied by the then unpaid balance of the Advance Amount for each day that payment is delinquent.

Section 23. Security Interest

Client hereby reaffirms and grants Payplant and a continuing Security Interest in the Client Collateral described in Section 24 below, to secure the prompt and punctual payment and satisfaction of Client's present and future obligations (including Client's Repurchase Obligations) in favor of Payplant incident to and as a consequence of the Payplant Receivables Program.

Section 24. Client Collateral

Client Collateral includes the following:

1. All of Clients' present and future accounts, payment intangibles, chattel, paper, instruments, commercial tort claims identified in writing to Payplant, contracts, letter-of-credit rights, and other receivables, of all types and descriptions (individually and collectively, "Additional Receivables"); and
2. All of Client's present and future inventory, equipment of all types and descriptions and property including investment property; and
3. All of Client's present and future general intangibles of all types and descriptions, including all intellectual property, books, records, files, computer programs, etc. relating to the foregoing; and
4. All of Client's cash and cash equivalents, deposit accounts, securities accounts; and
5. All proceeds (including, without limitation, proceeds of insurance covering any of the foregoing or other property resulting from the sale, exchange, collection, or other disposition of any of the foregoing) and supporting obligations of any and all of the foregoing.

Section 25. Perfection

Client agrees that Payplant may file whatever financing statements and amendments thereto, and take whatever additional actions as Payplant may determine to be necessary and proper to perfect and continue perfection of Payplant's Security Interest in the Client Collateral. Upon request of Payplant, Client agrees to deliver to Payplant any and all documents evidencing or constituting the Client Collateral.

Section 26. Client Default and Enforcement Rights

A. Upon the occurrence of a Client Event of Default, and at any time thereafter, Payplant shall have all of the rights of a secured party under the UCC and other Applicable Law. In addition, and without limitation, Payplant may exercise any one or more of the following Enforcement Rights in addition to the Enforcement Remedies provided in Section 29.2 of this Agreement and available under the UCC and other Applicable Law:

(i) Payplant may immediately terminate Client's rights, thereby prohibiting Client from posting and selling additional Receivables to Payplant.

(ii) Payplant may require that Client repurchase all then unpaid and outstanding Purchased Receivables that Client may have previously sold to Payplant, further requiring that Client immediately pay Payplant the Repurchase Price, in full and in Goods Funds, within three (3) Business Days, without further notice to or demand on Client, which rights are knowingly and willingly waived.

(iii) To the extent that Payplant may not have already done so, Payplant may send appropriate notifications to Client's Registered Debtors under Sections 9-406(a) and 9-703(a) of the UCC, instructing or reinstructing such Registered Debtors to make all of their Invoice Payments to Payplant at the Lockbox Account address, and not to pay Client directly.

(iv) Payplant may then proceed to collect all Receivables from the Debtors. In this respect, Client agrees that Payplant may compromise, settle, extend, or renew for any period (whether or not longer than the original period) any Registered Debtor Receivable or indebtedness thereunder or evidenced thereby, or release all or any part of said indebtedness, without affecting the liability of Client to Payplant. To that end, Client irrevocably constitutes and appoints Payplant as Client's attorney-in-fact, coupled with an interest, with full power of substitution, to take any and all such actions and any and all other actions permitted hereby, either in Client's name or in Payplant's name.

B. Payplant shall have the right, at any time before or after the occurrence of a Client Event of Default, to apply any and all amounts that Payplant may then or thereafter owe to Client, as well as to apply any funds belonging to Client that are in Payplant's possession or under Payplant's control (including Client funds then and thereafter on deposit in the Lockbox Account), to the payment and satisfaction, whole or in part, of Client's obligations to Payplant.

C. Client shall remain liable for any deficiency that results should the proceeds of the Client Collateral not be sufficient to fully pay and satisfy Client's then obligations in favor of Payplant.

D. Except as may be prohibited by Applicable Law, all of Payplant's Enforcement Rights, whether provided under this Agreement, or available under Applicable Law, shall be cumulative and may be exercised singularly or concurrently. Election by Payplant to pursue any remedy shall not exclude pursuit of any other remedy, specifically and without limitation, nothing under this Agreement shall obligate Payplant to pursue Enforcement Rights against the Client Collateral before filing a collection action against Client to collect any and all amounts then owed to Payplant.

Section 27. Termination

A. Client may elect to notify Payplant at any time and for any reason of Client's decision to withdraw as a registrant on the Platform, with Client having no rights to post additional Receivables for sale on the Platform after the sending of such notice. Client further agrees to pay Payplant a UCC Termination Fee in the amount provided in Schedule 1 to this Agreement, should Client withdraw as a registrant on the Platform. Payplant's consent to allow Client to terminate its relationship with Payplant shall be conditioned on Client paying such UCC Termination Fee to Payplant should Client request Payplant terminate its UCC-1 on behalf of the Client.

B. Payplant shall have the unrestricted right to terminate or to temporarily suspend Client's registration rights on the Platform at any time for any or no reason whether or not a Client Event of Default then exists. Thereafter, Client shall have no right to post additional Receivables for sale on the Platform or to access the Payplant Platform.

C. Following Client's termination as a registrant on the Platform for any reason, whether at Client's election or at the election of Payplant, Client's Repurchase Obligations and other payment and indemnity obligations under this Agreement shall continue in effect with respect to previously sold and unpaid Purchased Receivables, and Client shall continue to be obligated to assist Payplant in collecting Receivables from Client's customers.

D. Payplant's Security Interest in the Client Collateral shall continue in effect until such time as all of Client's payment and other obligations in favor of Payplant have been fully and finally paid and satisfied.

Section 28. Client General Representations and Warranties

Client makes the following general representations and warranties to Payplant

- (i) as of the date that Client agrees to be bound and obligated under this Agreement and again
- (ii) as of each date that Client posts a Receivable for sale on the Platform.

28.1 Organization

Client is duly organized and in good standing under the laws of Client's jurisdiction of organization and is duly qualified to do business and is in good standing under the laws of all other jurisdictions in which qualification and good standing are necessary in order to conduct its business and to own its properties, and where the failure to do so could reasonably be expected to have a material adverse effect on Client's ability to conduct business in that state or jurisdiction.

28.2 Authorization

Client is duly authorized to perform under this Agreement.

28.3 No Conflict; Notice to Client's Creditors

A. The performance by Client of its obligations under this Agreement, and Consummation of Payplant Receivables Program Transactions, are within Client's organizational powers, and will not (i) conflict with or constitute a breach of Client's Organizational Documents, or (ii) conflict with, constitute a default under, or result in the termination of, or accelerate, or permit the acceleration of any performance, under any loan or credit agreement, indenture, mortgage, deed of trust, lease, contract, note, order, judgment, decree or other material agreement, instrument or restriction of any kind to which Client or any of Client's Affiliates is a party or by which it or any of its or their properties are or may be bound or affected, or (iii) result in a violation of Applicable Law or of any judgment, decree, order that may apply to Client or its Affiliates.

B. There are no prohibitions or restrictions under any loan or credit agreement, or under any other agreement binding on Client that would limit or restrict (i) Client's ability to freely offer Client's Receivables for sale and to sell such Receivables to Payplant, or (ii) on Client's ability to use and employ the sale and collection proceeds of such Receivables for any purpose within Client's discretion. Furthermore, there is no requirement that collection proceeds of Client's Receivables be paid into a lockbox, impound or concentration account with a particular bank or financial institution.

C. Client has notified, and in the future Client shall notify, each and every one of Client's secured creditors, verbally or in writing, to make their respective Invoice Payments directly to Payplant at the Lockbox Account address. Client recognizes that Payplant has the right to contact each of Client's secured lenders to verify their understanding and agreement to the foregoing.

D. To the extent that Payplant determines that a third party has filed a Priming Lien with respect to the Client's Receivables or other Client Collateral, Client authorizes Payplant to contact the Priming Lien Holder to obtain a Priming Lien Holder Authorization and Consent to permit Client to sell its Receivables to Payplant free and clear of such Priming Lien.

28.4 Legality, Validity and Enforceability

This Agreement is a legal, valid and binding obligation of Client, enforceable against Client and its properties in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy and other Applicable Laws affecting creditors' rights.

28.5 No Client Event of Default

No Client Event of Default has occurred and is continuing.

28.6 Financial Information

The financial statements and other Client Information and Debtor Information that Client delivered to Payplant fairly present the financial condition and results of operation of Client for the periods then ended on and as of the dates thereof.

28.7 Disclosure

No representation or warranty made by Client in any Payplant Receivables Program Agreement, or in any Client Information or Debtor Information provided by Client, or in any financial statement, report, officer certificate or any other document furnished by Client to Payplant, contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements true, correct and accurate in all material respects. There is no fact known or which reasonably should be known to Client's management officials which Client has not disclosed to Payplant in writing which could reasonably be expected to have a material adverse effect on any Payplant Receivables Program Transaction to which Client may be a Party.

28.8 Material Litigation; Default under Material Obligations; Forbearance

Except as previously disclosed to Payplant in writing, there is no Material Litigation pending or threatened against or affecting Client or its properties, and neither Client nor any Affiliate of Client is in default under any Material Obligation. Specifically, Client is not in material default under any loan or credit agreement, and is not subject to, or has not been requested or required to enter into any type of forbearance or similar agreement with any creditor.

28.9 Solvency; Bankruptcy

A. Client is not Insolvent at the time of, and will not be rendered Insolvent after giving effect to, each Payplant Receivables Program Transaction.

B. Client is not in bankruptcy, and Client Key Principals do not contemplate placing Client in bankruptcy or seeking protection under any bankruptcy, insolvency or orderly liquidation law.

28.10 Taxes

Except as previously disclosed to Payplant in writing, Client has paid all taxes and other Charges due and payable on such returns and all other taxes and charges that may be lawfully assessed, levied or imposed on it, other than when Client is properly contesting any such taxes or other Charges in good faith with diligence and by appropriate proceedings.

28.11 Security Interest

Client has granted Payplant a Security Interest in the Client Collateral.

28.12 Anti-Terrorism Law

Neither Client nor any of its Affiliates (i) is, or is controlled by, a "restricted party" within the meaning of the Anti-Terrorism Laws, (ii) has received funds or other property from, or engaged in any other transaction with, a restricted party, or (iii) is the subject of any action or investigation under any Anti-Terrorism Law. Client and its Affiliates are in compliance with the Anti-Terrorism Laws.

28.13 Foreign Corrupt Practices Act

Neither Client nor any of its Affiliates, or any of their respective officers, directors, employees, agents or other representatives, have taken any action in connection with the Payplant Receivables Program or any Payplant Receivables Program Transaction that violates or will violate the FCPA, or any similar law to the extent applicable.

Section 29. Client Default

29.1 Client Events of Default

The occurrence of any one or more of the following events shall constitute a Client Event of Default:

29.1.1 Repurchase Obligations

Failure by Client to comply with Client's Repurchase Obligations as and when required under this Agreement.

29.1.2 Diversion of Funds.

Any Diversion of funds if the amount so diverted is not paid and remitted to Payplant as specified in Section 8 E.

29.1.3 Failure to Comply with Sections 10 and 19 of this Agreement.

Failure by Client to comply with the requirements of Sections 10 and 19 of this Agreement to pay Payplant amounts owed under those Sections within three (3) Business Days.

29.1.4 Breach of Representation. Any representation or warranty made or deemed made by Client in this Agreement, or in any agreement or in any certificate, document or financial or other statement furnished at any time in connection herewith or therewith, shall prove to have been untrue, incorrect or misleading in any material respect on the date when made or when deemed to be made.

29.1.5 Financial Information. Failure by Client to (i) furnish financial information as required under **Section 32.1** of this Agreement when due and as requested, (ii) copies of tax returns as required under **Section 32.2** of this Agreement hereof when due, or (iii) permit Payplant to inspect Client's books or records.

29.1.6 Judicial Actions. Issuance of a notice of Lien, levy, assessment, injunction or attachment against any of the Client Collateral or against a material portion of Client's other property, which is not stayed or lifted within twenty (20) days.

29.1.7 Bankruptcy. Client or any of Client's Affiliates shall (i) apply for, consent to or suffer the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or similar fiduciary of itself or of all or a substantial part of its property, (ii) make a general assignment for the benefit of creditors, (iii) commence a voluntary case under any state or federal bankruptcy laws (as now or hereafter in effect), (iv) be adjudicated a bankrupt, (v) file a petition seeking to take advantage of any other law providing for the relief of debtors, (vi) acquiesce to, or fail to have dismissed, within thirty (30) days, any petition filed against it in any involuntary case under such bankruptcy laws, or (vii) take any action for the purpose of effecting any of the foregoing.

29.1.8 Insolvency. Client becomes Insolvent.

29.1.9 Default under a Material Obligation. Client or an Affiliate of Client defaults under a Material Obligation or is required to or otherwise enters into a forbearance or similar agreement with a creditor.

29.1.10 Invalidity. Any material provision of this Agreement, for any reason, cease to be valid and binding on Client in accordance with the terms thereof.

29.1.11 Client Repudiation. Client attempts to disavow or otherwise repudiate any provision of this Agreement.

29.1.12 Client Key Principal Repudiation. A Client Key Principal of Client attempts to disavow or otherwise repudiate the Client Key Principal's liability to Payplant as provided in **Section 21** of this Agreement.

29.1.13 Seizure. Client's rights under any Client Collateral shall be seized, or taken by a Governmental Authority, or become the subject matter of a claim, litigation, suit or other proceeding, which might, in the reasonable opinion of Payplant, upon final determination, result in impairment or loss to Payplant, or in any way adversely affect Payplant's ownership rights and interests in any of Client's Purchased Receivables sold to Payplant.

29.1.14 Breach of Section 33 Covenants of this Agreement. Any breach of Client's covenants under **Section 33** of this Agreement.

29.1.15 Non-compliance. Any failure or neglect on the part of Client to perform, keep or observe any additional term, provision, condition or covenant not otherwise mentioned in this **Section 29.1**, as contained in this Agreement which (to the limited extent that such failure of compliance is subject to cure) is not cured within fifteen (15) days from the first occurrence of such failure or neglect.

29.2 Enforcement Rights

A. Payplant shall have the following Enforcement Rights following the occurrence of any Client Event of Default.

A-1. Against Defaulting Clients:

- (i)** to require Client to immediately repurchase any and all of Client's then outstanding and unpaid Purchased Receivables, with Client agreeing to pay the Repurchase Price within three (3) Business Days of demand; and
- (ii)** to file suit or commence arbitration against Client to enforce payment of Client's Repurchase Obligation and all other amounts then or thereafter owed by Client, including unpaid Client Fees and Client Reimbursable Expenses; and
- (iii)** to exercise any and all of the Enforcement Rights provided under this Agreement or under Applicable Law, including all enforcement rights and remedies of a secured party under the UCC; and
- (iv)** to set off any amounts then or thereafter owed by Client against any amounts then or thereafter due to Client; and

A-2. Against Debtors:

- (i)** to notify each and every of Client's Debtors under UCC Sections 9-406(a) and 9-607(a) of the fact that their Invoice Payment Obligation has been sold to and purchased by Payplant, and to instruct each Debtor to pay all amounts (Collection Proceeds) with respect to the Purchased Receivable directly to Payplant; and
- (ii)** to file suit against or to otherwise enforce payment against each obligated Debtor to collect payment of the Debtor's Invoice Payment Obligations and to exercise whatever additional Enforcement Rights that may be available under Applicable Law.

B. Client shall be responsible for payment of, and shall reimburse Payplant for Payplant's Collection Expenses and reasonable attorneys' fees, court cost and out-of-pocket expenses (including third-party collection agency fees) that may be incurred in attempting to collect and in collecting amounts due by Client and by Client's Debtors.

C. Unless Payplant otherwise agrees, all enforcement actions against any Client of Purchased Receivables shall be brought in a court in California, or in arbitration as provided in Section 30 of this Agreement.

D. All amounts collected by Payplant from defaulting Clients or Debtors shall be paid into the Lockbox Account.

E. Following the occurrence of, and so long as a Client Event of Default continues to exist, Client shall at Payplant's reasonable request meet with a Payplant representative at the Client's main office from time-to-time to review Client's billings and collections, financial documents and business activities. Client further recognizes and agrees failure of Client to comply with this Section 29.2(E) shall result in irreparable harm to Payplant to obtain judicially ordered injunctive relief against Client as provided under Applicable Law.

Section 30. Arbitration

The Parties agree to mediate prior to arbitration.

30.1 Compulsory Binding Arbitration.

The Parties agree that any Party may elect to arbitrate and require any other Party to arbitrate any Claim brought by or against or involving the rights of any Party.

30.2 Limitations

If any Party elects to arbitrate a Claim, no Party shall have the right to (i) have a court or jury decide the Claim, (ii) engage in pre-arbitration discovery to the same extent that the Party would have the right to do in court, (iii) participate in a class action in court or in arbitration, either as a class representative or a class member; or (iv) join or consolidate the Claim with claims of any other Person or involving any other Payplant Receivables Program Transaction. Notwithstanding the foregoing, Payplant shall have the right to exercise Enforcement Rights against a Defaulting Client or a Debtor (as applicable) by filing suit before a court of competent jurisdiction, or otherwise, and nothing under this Section 30 shall in any way impair or otherwise affect the Enforcement Rights available to Payplant following a Client Event of Default.

30.3 Election to Arbitrate

To commence arbitration, the electing Party must give written notice to the other Party of an election to arbitrate. This notice may be given within ninety (90) days after a lawsuit has been filed, and may be given in papers or motions in the lawsuit. If an arbitration election notice is given, the Claim shall be resolved by arbitration under this Section 30 and the American Arbitration Association rules for large, complex commercial disputes then in effect. The Arbitration Administrator need not be the American Arbitration Association. The electing Party may select the Arbitration Administrator in its notice electing to arbitrate or by giving written notice to the other Party within twenty (20) days thereafter. The arbitrator will be selected under the Arbitration Administrator's rules.

30.4 Location and Costs

Any arbitration hearing shall take place in California. The Party demanding arbitration shall be responsible for the initial payment of all filing fees and expenses of the Arbitration Administrator. Notwithstanding the outcome of the arbitration, the Client shall be responsible for reimbursement of Payplant's reasonable arbitration related attorneys' fees and costs to the extent provided in Sections 31.1 and 31.2 of this Agreement.

30.5 Effective Arbitration Award

Any court with jurisdiction may enter judgment upon the arbitrator's award, which will be final and binding.

30.6 Mandatory Application of California Law; Arbitrator Authority

A. Consistent with the *situs* of each Payplant Receivables Program Transaction and the choice of law provisions of Sections 31.13 and 11.3 of this Agreement the arbitrator shall apply substantive California law (and Federal law to the extent applicable) to all substantive issues presented in arbitration. The arbitrator shall further apply all applicable statutes of limitation (prescription and preemption principles in California) and applicable privilege rules, as well as rules of procedure and evidence consistent with the FAA, the Arbitration Administrator's rules and the rules of the American Arbitration Association.

B. The arbitrator shall be authorized to award all remedies available in an individual lawsuit including awards of compensatory and statutory (but not punitive or exemplary) damages, declaratory, and injunctive and other equitable relief.

C. Upon the request of any Party, the arbitrator shall provide written findings of fact and conclusions of law explaining the basis of the award.

Section 31. Miscellaneous

31.1 Client Reimbursable Expenses

A. Client shall pay and reimburse Payplant within three (3) business days:

- (i) Wire/ACH fees as specified in the Client Fee Schedule for transferring funds in and out of Client's designated account with Client's bank; and
- (ii) all reasonable outside counsel and professional fees and costs incurred in connection with or arising out of any litigation, contest, dispute, suit, proceeding, arbitration, or other action threatened or instituted by or against Payplant, against Client, or against or involving any Client Key Principal, or Registered Debtor of Client, or any other Person, and whether as a party, witness or otherwise, that is in any way related to the Payplant Receivables Program, or this Agreement, or with respect to any Payplant Receivables Program Transaction, to which Client may be a Party, including any appeal or review thereof; or any litigation, contest, dispute, suit, proceeding or action threatened or instituted by Client against Payplant asserting any claim, cause of action or theory of recovery; or any work-out or restructuring of Client's or any Client Key Principal's obligations during the pendency of one or more Client Events of Default; and
- (iii) all Collection Expenses (including reasonable outside counsel and other professional fees, collection agency fees and other out-of-pocket costs and expenses) incurred by Payplant in the administration and exercise of Enforcement Rights (a) against Client and Key Principals of Client, or against any Client Collateral, or (b) against Defaulting Debtors to collect Purchased Receivables that Client may have sold on the Platform, or (c) in attempting to work out or restructure Client's or Defaulting Debtor obligations; and
- (iv) all reasonable outside counsel and other professional fees, costs and expenses arising out of or incurred in connection with any pending or threatened dispute by and among any one or more Debtors and Payplant or Client; and
- (v) UCC Termination Fee specified in Client Fee Schedule for releasing and terminating Payplant's Security Interest in the Client Collateral; and
- (vi) Due Diligence Fee as specified in Client Fee Schedule; and
- (vii) all other sums that Client may be obligated to pay under Section 31.2 of this Agreement (Client Indemnification).

B. Client further agrees that Payplant may initiate Direct Debt Transfers out of Client's designated deposit account with Client's bank to pay such amounts after the Repurchase Date to satisfy Client's Repurchase Obligations, or alternatively, Payplant may set off such amounts owed by Client against amounts then or thereafter due to Client, with notification to Client.

31.2 Client Indemnification

Client shall defend, indemnify and hold harmless each Client Indemnified Person from and against any costs, losses, liabilities, damages, penalties, claims, actions, judgments, suits, charges, expenses (including attorney's fees, expenses and other costs of investigation or defense), disbursements or proceedings of any kind or nature whatsoever incurred by, imposed on, instituted or asserted against any such Client Indemnified Person in any way relating to or arising out of (i) any failure by Client to perform Client's obligations or any material breach of Client's representations and warranties provided in this Agreement, (ii) acts of fraud, misrepresentation or omission on the part of Client, any Client Key

Principal, or any of Client's Debtors, (iii) claims or defenses to payment that Client, any Client Key Principal, or any Debtor, or any creditor of Client, or creditor of an Debtor, may assert or threaten to assert against Payplant in any way relating to the Payplant Receivables Program or any Payplant Receivables Program Transaction, (iv) claims that may be asserted against any Client Indemnified Person in any bankruptcy or insolvency proceeding brought by or against Client, any Client Key Principal, or any Debtor, or any third-party creditor of Client, or by any trustee in bankruptcy, including alleged fraudulent conveyance, preferential transfer or related state law claims, or (v) claims that may be asserted by any Debtor, Debtor issuing bank, or any other person asserting a fraudulent or unauthorized endorsement of Client's name on any Debtor check or draft deposited into the Lockbox Account.

31.3 Waivers

No failure or delay on the part of any Party in exercising any right, power or privilege hereunder and no course of dealing between any Party and any other Party or Person, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder or thereunder. No notice to or demand on any Party in any case shall entitle such Party to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of any Party to take any other or further action in any circumstances without notice or demand. Any waiver, consent or Specific Amendment shall be effective only in the specific instance and for the specific purpose for which it was given and shall not entitle any Party to any further or subsequent waiver, consent or amendment. All Enforcement Rights and remedies, either under this Agreement, or pursuant to any Applicable Law or otherwise afforded, shall be cumulative and not alternative.

31.4 Transfers; Successors in Interest

A. Client may not assign, transfer or dispose of any of its rights, interests or obligations under this Agreement unless Client shall have received the prior written consent of Payplant, and any purported assignment, delegation or other transfer in violation of this **Section 31.4(A)** shall be void and of no effect.

B. Payplant may assign its rights, interests and obligations under this Agreement and Payplant may subcontract out any of its services or duties.

31.5 Giving of Notice; Address of Notices

A. All notices, instructions, directions or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been effectively given or delivered:

- (i) when delivered in person;
- (ii) if sent by a reputable overnight delivery service (including Federal Express, UPS, Emery, DHL, Airborne and other similar overnight delivery services) with all charges prepaid, one (1) Business Day after deposit with such courier service;
- (iii) if mailed by first class mail, postage prepaid, and registered or certified with return receipt requested, upon the earlier of actual receipt and three (3) Business Days after deposit in the mail;
- (iv) if sent by facsimile, upon transmission, with confirmation of receipt; or
- (v) if sent by email, upon transmission, with confirmation of receipt.

B. Any Party shall have the right to change its address for notice hereunder to any other location by giving notice to the other parties in the manner set forth herein, which notice shall be effective five (5) Business Days after it is deemed delivered or effectively given pursuant to **Section 31.5(A)** above.

C. Any communications between the Parties hereto or notices provided herein shall be given to the respective Parties at their respective addresses then on file with Payplant.

31.6 Amendments in Writing

No amendment, modification, consent or waiver of any provision of this Agreement, and no consent to any departure by any Party hereto and thereto, shall be effective unless the same shall be in the form of a written Specific Amendment to this Agreement, and then shall be effective only as to the specific instance and for the specific purpose for which given. No course of dealing, and so subsequent conversations, emails and other written or oral communications by and between any of the Parties hereto shall be deemed to expressly or impliedly amend, modify, supplement, or waive any of the provisions of this Agreement. Furthermore, the promotional content of the Payplant website is not part of this Agreement and Payplant is not bound by such website content, which is subject to change at Payplant's will.

31.7 Intentionally left blank

31.8 Specific Amendments

A Specific Amendment or waiver with respect to this Agreement, or any, exhibit or schedule thereto, shall be effective only if reduced to writing and executed (either manually or electronically) or otherwise agreed to by each affected Party

31.9 Party Confidentiality

Each Party agrees to use commercially reasonable efforts (at least equivalent to efforts as it applies to maintaining the confidentiality of its own confidential information) to maintain as confidential all Confidential Information provided to it by any other Party (the "Delivering Party"), except that any such Party (the "Receiving Party") may disclose such Confidential Information:

(i) to its Affiliates and to its and their employees, officers, directors, auditors, consultants, attorneys, agents and advisors (collectively, "Representatives") for proper business purposes related to such Party's participation in the Payplant Receivables Program and such Party's oversight, compliance and similar functions (it being understood and agreed that

(a) the Persons to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such information confidential and

(b) such Party shall be responsible for causing such Persons to comply with the terms of this Section 31.9 and Section 31.10 to the same extent as if they were Parties to this Agreement;

(c) Client's Corporate, Financial information and Debtor information and contacts are confidential;

(ii) any Party may disclose Confidential Information as required or requested by any Governmental Authority, or reasonably believed by such Party to be compelled by any court decree, subpoena or legal or administrative order or process;

(iii) any Party may disclose Confidential Information as is required by Applicable Law; and

(iv) any Party may disclose Confidential Information in the event that such information has been published or announced in conditions free from confidentiality or has otherwise entered the public domain without default on the part of such Party.

31.10 Return or Destruction of Confidential Information

If and when no longer needed or appropriate, the Receiving Party shall (i) destroy all Confidential Information of the Delivering Party, including internal Confidential Information, analyses, data, summaries, memoranda and other documents prepared or generated by the Receiving Party or by third-party service providers, without the Receiving Party retaining a copy of any such material, (ii) promptly deliver to the Delivering Party all other Confidential Information of the Delivering Party, together with all copies thereof, in the possession, custody or control of the Receiving Party or, alternatively, with the written consent of the Delivering Party, the Receiving Party shall destroy all such Confidential Information and (iii) certify all such return or destruction in writing to the Delivering Party, provided, however, that the Receiving Party may retain a list that contains general descriptions of the information it has returned or destroyed to facilitate the resolution of any controversies after the Delivering Party's Confidential Information is returned.

31.11 Severability; Entire Agreement

A. Each provision of this Agreement shall be deemed to be effective and valid under applicable California law, but if any provision of this Agreement determined to be invalid, void or unenforceable under any law, rule, administrative order or judicial decision, that determination will not affect the validity of the remaining provisions of this Agreement.

B. This Agreement, and all subsequent amendments hereto and thereto, and any and all other agreements, documents or instruments attached or referred to herein or therein, integrate all of the terms and conditions mentioned herein, therein or incidental thereto.

31.12 Counterparts; Caption Headings

A. This Agreement may be executed manually, or by Electronic Signature, or otherwise agreed to in one or more counterparts all of which shall constitute a single binding agreement.

B. Caption headings under this Agreement are for convenience only and shall not be construed to limit the content of any section, subsection, addendum, exhibit or schedule.

31.13 Governing Law

THIS AGREEMENT, THE RELATIONSHIP BETWEEN THE PARTIES AND ANY CLAIM OR DISPUTE (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) RELATING TO THIS AGREEMENT AND EACH PAYPLANT RECEIVABLES PROGRAM TRANSACTION SHALL BE EXCLUSIVELY GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, BUT EXCLUDING ANY CONFLICT OF LAW RULES THAT WOULD LEAD TO THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. ALL AGREEMENTS, ALL SALES OF PURCHASED RECEIVABLES AND ALL PAYPLANT RECEIVABLES PROGRAM TRANSACTIONS BY AND BETWEEN THE PARTIES SHALL BE DEEMED TO HAVE BEEN NEGOTIATED, CONTRACTED FOR, ACCEPTED, CONSUMMATED AND PERFORMED IN CALIFORNIA.

31.14 Forum Selection; California Courts; Waiver of Right to Class or Multiparty Recovery

A. Subject to the right of any Party to invoke compulsory arbitration under Section 30 of this Agreement, any legal action or proceeding by or against any Party to this Agreement, including a Client, a Client Key Principal, or Payplant, with respect to any claim arising out of this Agreement, or any other Payplant Receivables Program Agreement, or any Payplant Receivables Program Transaction, or any relationship between the Parties, shall be brought in a California court. Should a Client file suit against Payplant before any court other than the foregoing California courts, Client shall be responsible for Payplant's legal costs and other expenses in attempting to remove or otherwise relocate such litigation to California.

B. Each Party (including each Client Key Principal) accepts for itself and with respect of its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts for legal proceedings arising out of or in connection with this Agreement, or any Payplant Receivables Program Transaction, or any relationship between the Parties.

C. Each Party (including each Client Key Principal) hereby irrevocably waives personal service of any and all legal process, summons, notices and other documents and other service of process of any kind and consents to such service in any suit, action or proceeding brought in the United States of America with respect to or otherwise arising out of or in connection with this Agreement or Payplant Receivables Program Transaction by any means permitted by Applicable Law, including by the mailing thereof (by registered or certified mail, postage prepaid) to the address provided to and on file with Payplant (and shall be effective when such mailing shall be effective, as provided therein). Each Party agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

D. Each Party (including each Client Key Principal) hereby irrevocably waives any objection and any right to stay or dismiss any action or proceeding under or in connection with this Agreement, any other Payplant Receivables Program Agreement or any Payplant Receivables Program Transaction to which it is a party brought before the foregoing courts on the basis of *forum non conveniens* or improper venue or any other grounds that it may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

E. Nothing in Section 31.14(A) shall affect the right of Payplant to bring any legal action in against Client's Debtors in any other competent jurisdiction.

F. Each Client waives the right to bring, assert, or participate in a class action or other multiparty litigation asserting any claim or cause of action against Payplant, whether related to this Agreement, or any Payplant Receivables Program Transaction, or otherwise. The foregoing is a bargained-for covenant, which has been knowingly and willingly agreed to by all Parties.

31.15 Waiver of Jury Trial

FOR THE PURPOSES OF THIS AGREEMENT, AND EACH PAYPLANT RECEIVABLES PROGRAM TRANSACTION, EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON OR ARISING OUT OF, UNDER, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT, WITH ANY OTHER PAYPLANT RECEIVABLES PROGRAM AGREEMENT, OR ANY PAYPLANT RECEIVABLES PROGRAM TRANSACTION CONTEMPLATED HEREBY OR THEREBY, WITH ANY COURSE OF CONDUCT, WITH ANY COURSE OF DEALING, WITH ANY STATEMENTS (WHETHER VERBAL OR WRITTEN), OR WITH ANY ACTIONS OR OMISSIONS OF ANY PARTY HERETO OR OF ANY OTHER PERSON RELATING TO THIS AGREEMENT. THIS WAIVER APPLIES TO ANY ACTION, SUIT OR PROCEEDING WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE.

31.16 Relationship of the Parties; No Joint Venture

A. The Parties intend that nothing contained in this shall be deemed or construed by any Person, court or arbitrator in arbitration, to create a partnership, joint venture or comparable legal relationship by or between any Client, Payplant, or any other Person.

B. Payplant and each Client are independent contractors and neither Payplant nor any Client may represent to any third-party that it is the agent or representative of any other Party. No Party shall incur any obligation or liability in the name of or in behalf of any other Party and each Party shall have the full responsibility and obligations for all of its expenses of operation and for all obligations with respect to its employees, agents and representatives.

31.17 Public Announcements

Each Client agrees that, without first obtaining Payplant's specific approval, neither it nor its Affiliates will issue any public announcement, press release or similar publicity using the name "Payplant" or any other trade name, service mark, trademark or logo owned or used by Payplant or any of its Affiliates, or referring to the Payplant Receivables Program, this Agreement. Payplant similarly agrees not to include Client's name or logo in any public announcement, press release or similar publicity without having first obtained Client's prior approval. Each Party reserves the right to provide to industry trade organizations information necessary and customary for inclusion in statistical analyses prepared by or for such entities.

31.18 Reinstatement

The obligations of the Parties under this Agreement shall remain in full force and effect and continue (i) should any petition be filed by or against any Party for liquidation or reorganization, or (ii) should any Party become Insolvent or make an assignment for the benefit of any creditor or creditors, or (iii) should a receiver or trustee be appointed for all or any significant part of any Party's assets, and shall continue to be effective or to be reinstated, as the case may be, if at any time payment and performance of the obligations, or any part thereof, pursuant to Applicable Law, is rescinded or reduced in amount, or must otherwise be restored or returned by any Party of the obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

31.19 No Third-Party Rights

The Agreements, undertakings and relationships of the Parties are solely for the benefit of the Parties, and their respective Affiliates, successors and assigns, and (except as otherwise specifically provided) no other Person shall have any third-party rights hereunder.

31.20 Survival

Termination of this Agreement shall not terminate any rights, liabilities or obligations set forth herein, which by their nature would be intended to be applied following any such termination. Specifically, the rights and obligations in the parts and sections pertaining to True Sale, Client Repurchase Obligations, payment of fees and reimbursable expenses, contractual limitations on Payplant's responsibilities and liability, governing law, compulsory binding arbitration, forum selection, party confidentiality, copyright protection, indemnification, and provisions relating to Payplant's Administrative Discretion, shall survive and continue and shall bind the Parties and their legal representatives, successors and permitted assigns. Termination of this Agreement shall not affect any obligations of the Parties prior to such termination, which shall be determined and paid as provided herein.

31.21 Injunctive Relief Outside of Arbitration

A. In the event any Party fails to perform, observe or discharge any of its obligations under this Agreement or with respect to any Payplant Receivables Program Transaction, or threatens to fail to

perform, observe or discharge such obligations or liabilities, any remedy of law may prove to be inadequate relief to the Party (i.e., the Party to which the obligation is owed). Therefore, the Party, if the Party so requests, shall be entitled to apply for temporary and permanent injunctive relief as may be granted by the court without the necessity of proving that actual damages are not an adequate remedy. B. Notwithstanding anything in Section 30 of this Agreement, a Party may seek to obtain injunctive relief before a court of law with any claim for monetary damages remaining subject to elective mandatory arbitration under Sections 30.1, *et seq.*

31.22 No Punitive or Exemplary Damages

No Party shall be liable to any other Party or any other Person for indirect, punitive, exemplary or consequential damages arising from any breach of contract, tort or other wrong relating to this Agreement or any Payplant Receivables Program Transaction.

31.23 Force Majeure

No Party will be liable for delay or failure to perform its obligations under this Agreement (other than a failure to pay amounts when due or to consummate the purchase of a Posted Receivable) caused by an event that is beyond the Party's control; provided, however, that such Party will not have contributed in any way to such event.

31.24 Power of Attorney

Each Client hereby grants Payplant an irrevocable power of attorney, coupled with an interest to:

- (i) allow Payplant and its agent bank or banks to take all of the necessary steps to process, approve and receive monies in connection with Payplant Receivables Program Transactions, including
 - (a) the right on or after the Repurchase Date to initiate wire transfers of funds out of Client's designated deposit account with Client's bank to satisfy Client's Repurchase Obligations,
 - (b) the right to endorse Client's name on third-party checks, drafts and other payment instruments, as appropriate;
 - (c) the right to notify Debtors making it clear to the Debtor that the Debtor is required to make all Invoice Payments otherwise due to Client into the Lockbox Account.
 - (d) execute and/or file in the name of the Client any documents that Payplant may require in its Administrative Discretion to collect Client Purchased Receivables from Debtors (to the extent Client fails to so execute within five (5) Business Days of Payplant's request or the time when the Client is otherwise obligated to do so)
 - (d) do such other and further acts and deeds in the name of Client that Payplant may deem necessary to make, create, maintain, continue, enforce or perfect Payplant's rights in any Client Collateral.
- (ii) to perfect, modify and discharge Liens and Security Interests; and
- (iii) if necessary, to require Clients to execute such further documents as Payplant may require in its Administrative Discretion to give effect to this Section 31.24.

31.25 US Dollars

Unless otherwise agreed to by Payplant in advance and in writing, all Payplant Receivables Program Transactions shall be paid and settled in US Dollars.

31.26 Certification

EACH CLIENT ACKNOWLEDGES THAT IT HAS THOROUGHLY READ THE PROVISIONS OF THIS AGREEMENT AND THAT CLIENT HAS FREELY AGREED TO ALL OF THE PROVISIONS HEREIN AND THEREIN. EACH CLIENT FURTHER REPRESENTS AND WARRANTS THAT EACH CLIENT KEY PRINCIPAL HAS READ THIS AGREEMENT

AND THAT EACH OF CLIENT KEY PRINCIPAL UNDERSTANDS AND AGREES TO THE PROVISIONS OF SECTION 21 OF THIS AGREEMENT IMPOSING PERSONAL LIABILITY ON SUCH CLIENT KEY PRINCIPAL FOR THE TRIGGERING EVENTS LISTED THEREIN.

31.27 Communications with Payplant

Client shall be solely responsible for and shall bear all costs for providing and maintaining all necessary communications with Payplant, including client's own computer hardware, software, wiring, communication line access and networking devices.

Section 32 Client Reporting Requirements; Notices

32.1 Financial Statements

Except as previously waived by Payplant, Client shall provide to Payplant:

(i) within one hundred twenty (120) days after the end of each fiscal year, the previous year-end unaudited financial statements of Client and its subsidiaries, if any, on a consolidated basis, consisting of balance sheets and statements of income and cash flow, which financial statements (if required by Payplant) shall be prepared in accordance with GAAP on an accrual basis; and

(ii) within forty-five (45) days after the end of each fiscal quarter the year-to- date unaudited financial statements of Client and its subsidiaries, if any, containing the Client's balance sheet, income statement, statement of cash flows, accounts receivable aging, accounts payable aging and such information as Payplant may reasonably request.

The financial statements referred to in paragraphs (i) and (ii) above shall be accompanied by an Officer Certificate of Client's chief financial officer (or similar official) certifying that (i) such financial statements present fairly (if required by Payplant, in accordance with GAAP on an accrual basis subject to normal adjustments) the financial position, results of operations and statements of cash flow of Client on a consolidated basis, as of the dates thereof, (ii) any other information presented is true, correct and complete in all material respect, and (iii) there are no Client Events of Default or other events that, with notice, the passage of time and failure to cure, may result in a Client Event of Default.

32.2 Tax Returns

Client shall provide Payplant with copies of all requested tax returns, amended tax returns, and requests for extensions thereof, within thirty (30) Business Days following Client's filing of such returns, amended returns and requests for extensions with each appropriate Governmental Authority, if requested by Payplant. Alternatively, Client authorizes Payplant to obtain copies of such tax returns directly from the taxing authority with Client agreeing to sign whatever authorizations may be required in order to effectuate the same.

32.3 Schedules

Client shall deliver to Payplant on or before the thirtieth (30th) day of each calendar month, as and for the prior month, such schedules, reports and other information as Payplant may reasonably request in form and substance satisfactory to Payplant. In addition, Client shall deliver to Payplant at such intervals as Payplant may reasonably request (i) copy of Debtor Invoices, (ii) evidence of shipments or delivery, and (iii) such further schedules, documents and/or information as Payplant may reasonably require.

32.4 Notices

Client shall promptly, upon acquiring or giving notice, or obtaining knowledge thereof, as the case may be, provide Payplant with notice of:

- (i) the filing of a petition for bankruptcy relief by or against Client or any Affiliate of Client, or by or against any Registered Debtor;
- (ii) any Debtor assertion of a claim or defense to payment of a Purchased Receivable;
- (iii) the issuance of any credit adjustment or the reissuance of an Invoice with respect to a Purchased Receivable within the context of Section 16 of this Agreement;
- (iv) the occurrence of any Client Event of Default, specifically stating that a Client Event of Default has occurred and describing such default in reasonable detail, the circumstances giving rise thereto and any action that Client is taking or proposes to take to remedy the same;
- (v) the filing or threatened filing of Material Litigation involving or affecting Client or any Affiliate of Client or any of their respective properties;
- (vi) Client's default under a Material Obligation, or if Client or any Affiliate of Client is requested or otherwise enters into a credit related forbearance or similar agreement with any creditor;
- (vii) any change in Client's legal name, or form of organization, or jurisdiction of organization;
- (viii) any Change of Control with respect to Client or change in Client's senior management;
- (ix) the existence or purported existence of any Lien over any part of the Client Collateral other than Permitted Liens, specifying any action Client is taking or proposes to take in respect of or to release such Lien
- (x) any circumstance those results in Client becoming a "restricted person" under the Anti-Terrorism Laws; or
- (xi) Client's receipt of a notice from the IRS or another tax authority regarding a threat to levy or file a lien.

32.5 Read-only Bank Account Access

Client shall provide Payplant with a username and password to electronically access its bank accounts.

SECTION 33 CLIENT AFFIRMATIVE COVENANTS

So long as this Agreement remains in effect, and until such time as all of Client's Purchased Receivables are fully paid and satisfied, Client agrees and covenants:

33.1 Existence

Client shall take all necessary steps and actions to preserve its corporate existence (or the existence of any successor or transferee), it being acknowledged that no merger of Client, or sale by Client of all or substantially all of its assets, shall be permitted unless the successor entity or transferee shall assume and be liable for all obligations of Client hereunder, either by operation of law or under written agreement. Client shall promptly notify Payplant of any change in its corporate structure.

33.2 Performance of Client's Obligations

Client shall comply with and perform each of its obligations under each SMB Program Agreement to which Client is a Party, in each case to the standards and within the time frames required.

33.3 Books and Records of Accounts; Inspection

A. Client shall (i) maintain proper and accurate books and records with respect to Client, its business and operations, and its Debtors and Receivables, and (ii) make appropriate accounting entries with respect

to True Sales of Purchased Receivables to Payplant reflecting that Client no longer has any rights, title or interest therein.

B. Client agrees to permit Payplant and Payplant's designated agents and representatives to have unrestricted access to Client's office facilities, where ever located, during ordinary business hours as determined necessary or proper by Payplant in connection with this Agreement with reasonable notice to Client and at Payplant's expense, (i) to examine and make copies of Client's books and records, and (ii) to discuss matters relating to Client's general business affairs with Client management officials and other personnel, all subject to Applicable Law restrictions that apply to public companies generally if Client is a public company. Payplant's inspection rights shall continue while there are previously sold and unpaid Purchased Receivables or there are outstanding Client payment obligations in favor of Payplant.

C. Client further agrees to provide Payplant with such reports and summaries of Client's business affairs, sales and aging of Client's accounts receivables, all in form and substance as Payplant may request from time to time.

33.4 Taxes and Other Charges

Client shall timely pay and discharge all taxes and other Charges due and payable by Client and any other Charges that may be lawfully assessed, levied or imposed on it, and Client shall pay, as the same become due, all its accounts payable, the nonpayment of which may result in a Lien being asserted against the Client Collateral, other than any tax or other Charge that is properly contested by payment under protest or by securing an appropriate and adequate bond.

33.5 Compliance with Applicable Law

A. Client shall at all times comply in all material respects with, and perform such acts as may be required by all Applicable Laws (including all laws relating to dealings with public officials, anti-money laundering, anti-fraud, consumer credit protection and foreign exchange regulations) and laws, regulations and government guidance for the prevention of terrorism, terrorist financing and drug trafficking (including the Anti-Terrorism Laws).

B. Without limiting the foregoing, each of Client's directors, managers, employees, shareholders, partners, members, owners, agents and Affiliates acting on its behalf, (i) shall not take any action that would constitute a violation of the FCPA or any similar law, (ii) shall maintain an effective system of controls adequate to ensure that Client's agents, representatives, employees, and other staff are trained to ensure compliance with the FCPA, and (iii) shall not take any action that may constitute a violation of the Export Administration Regulations of the United States or similar Applicable Laws with respect to technology transfer (through export, deemed export or otherwise) and shall observe all such Applicable Laws.

C. Client shall furnish Payplant promptly such other information with documentation required by bank regulatory authorities under applicable "know your customer" and anti-money laundering rules and regulations (including the USA PATRIOT Act), as from time to time may be reasonably requested by Payplant.

33.6 Security Interest

A. Client shall take all actions necessary or reasonably advisable or requested by Payplant to give effect, perfect, preserve or protect Payplant's Security Interest in the Purchased Receivables and other Client Collateral and the priority thereof, and Payplant's exercise any of the rights conferred thereunder.

B. Client may not amend, terminate or release any Payplant filed UCC financing statement under any circumstance. Any attempt by Client to do so shall be of no effect and an intentional interference by Client and Client Key Principals with Payplant's security and other rights.

C. Client shall, at its own expense, deliver to Payplant each of the instruments, agreements, certificates and documents as Payplant may reasonably request to perfect and maintain Payplant's Security Interest in the Purchased Receivables and other Client Collateral and to comply with, or evidence compliance with, its obligations under this Section 33.6.

33.7 Further Assurances

From time to time, upon the reasonable request of Payplant, Client shall promptly and duly execute and deliver any and all such further documents and instruments and render all such (or such further) assistance as Payplant may reasonably require for the purpose of enabling Payplant to obtain the full benefit of such Receivables.

33.8 Performance under Sales Contracts; Notice of Default

A. Client shall timely perform and comply with all material terms, provisions, and obligations under all applicable Sales Contracts with Client's customers that produce Purchased Receivables, and refrain from taking any action or omitting to take any action which might in any way prejudice or limit Payplant's rights to payment on Purchased Receivables from Client's Debtors.

B. Client shall notify Payplant within one (1) Business Days in writing of (i) any event or occurrence, including any breach or default by Client or by the Debtor of any of the material terms or provisions of any Sales Contract relating to a Purchased Receivable, or any dispute or any governmental action affecting the ability of Client or the Debtor to perform in a material respect thereunder, (ii) any material adverse change in the timeliness of Client receiving payments from the Debtor on any Purchased Receivable, and (iii) any material amendment or modification of any Sales Contract relating to any Purchased Receivable. Client shall not modify the terms of any Sales Contract relating to any Purchased Receivable in any manner which would adversely affect the rights of Payplant.

33.9 Tax Withholdings

If Client is organized under the laws of the United States of America or any State thereof, Client shall furnish to Payplant, on the date hereof, two properly completed and duly executed originals of U.S. Internal Revenue Service Form W-9 certifying that such Client is exempt from U.S. backup withholding tax, provided that the requirements of this sentence shall not apply to a Client that is entitled to a presumption under applicable Treasury Regulations that it is a domestic corporation for U.S. federal income tax purposes.

33.10 Payment of Sales and Other Taxes

Client shall timely pay and transmit to the appropriate taxing authorities all applicable sales, use, excise and similar taxes and fees that Client is required to collect from Client's customers incident to Client's sale of goods or services on a deferred payment (invoice) basis. Client shall be obligated to pay such amounts either out of the proceeds of Client's sale of Purchased Receivables or out of Client's other funds. Under no circumstance whatsoever shall Payplant be obligated to pay and satisfy Client's tax liability of any Governmental Authority.

33.11 IRS Liability Monitoring

Client will sign IRS form 8821 to allow Payplant to monitor Client's IRS liabilities. Client shall not revoke or supplant the Payplant's ability to monitor IRS liabilities via 8821 while there are amounts owed to Payplant under the Agreement.

Section 34. Client Negative Covenants

So long as this Agreement remains in effect, and until such time as all of Client's Purchased Receivables are fully paid and satisfied, Client agrees and covenants:

34.1 Creation of Liens

Except for Permitted Liens, Client will not create or suffer to exist any Lien upon or against any Receivable posted for sale to Payplant or against any other Client Collateral.

34.2 Amendment to Organizational Documents Triggering Subsequent UCC Filing

Without first obtaining Payplant's prior written notice, Client will not amend its Organizational Documents to change its legal name to a materially dissimilar name, or change its form of organization, or its jurisdiction of organization, if and to the extent that such change might necessitate that Payplant amend its then existing UCC filing or file a new UCC financing statement

34.3 Anti-Terrorism Laws

Client shall not (i) conduct any business or engage in any transaction or dealings with any restricted person including the making or receiving any contribution of funds, goods or services to or for the benefit of any "restricted person", (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224, the USA PATRIOT Act or any other Anti-Terrorism Law. Client shall deliver to Payplant any certification or other evidence requested from time to time by Payplant, in its sole discretion, confirming Client's compliance with this Section 34.3.

34.4 Trading with the Enemy Act

Client shall not engage in any business or activity in violation of the Trading with the Enemy Act.

34.5 Diversion of Funds

Client shall not Divert all or any portion of funds to be paid into the Payplant controlled Lockbox Account or otherwise due to Payplant. Consistent with the stated intent of the Parties that all purchases and sales of Purchased Receivables on the Platform result in True Sales for all purposes, Client recognizes and agrees that, following Consummation, Client shall have no rights to or interests whatsoever in Collection Proceeds of Purchased Receivables and no right to possess or to use such collected funds for any purpose.

34.6 Illegal Purpose

Client shall not access or use or permit the access or use of the Platform for any illegal purpose or for any purpose that is not permitted under this Agreement or any other Payplant Receivables Program Agreement to which Client is a Party.

34.7 Additional Financing

Client shall not raise additional financing, without Payplant's approval, while Payplant's advances are outstanding.

Payplant LLC

Signature:



Name:

NEERAV BERRY

Title:

CEO & CO-FOUNDER

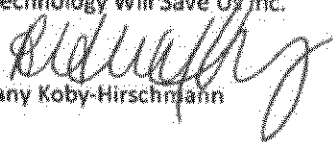
Date:

10/24/2017

CLIENT:

Company: Technology Will Save Us Inc.

Signature:

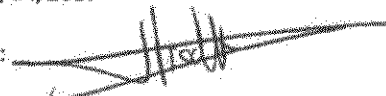


Name: Bethany Koby-Hirschmann

Title: CEO

Date: 10/24/2017

Signature:



Name: Daniel Hirschmann

Title: Director

Date: 10/24/2017

EXHIBIT A – CORPORATE GUARANTY

This Amendment amends and modifies the Payplant Client Agreement (Agreement) by and between Technology Will Save Us Inc. (Client) and Payplant LLC (Payplant). This Amendment is effective as of 10/24/2017

Preliminary Statements

- A. The Corporate Guarantor hereby acknowledges that it will benefit from the transactions contemplated in the Agreement**
- B. Client desires to borrow funds from Payplant.**
- C. Corporate Guarantor has agreed to guarantee the payment and performance of obligations (Client Obligations) of Client to Payplant.**
- D. Client now desires to amend the Payplant Client Agreement to provide for such guarantees, and additionally to provide for default by Client.**

Agreement

NOW THEREFORE, for good and valuable consideration received, and with the intent to be legally bound, Corporate Guarantor agrees as follows:

ARTICLE I

DEFINITIONS

1.01 The recitals set forth above are incorporated herein by reference.

1.02 All provisions of the Agreement not amended or modified under this Amendment shall be and remain in full force and effect.

SECTION 1. Guaranty

- (a) Corporate Guarantor absolutely, unconditionally and irrevocably agrees to, and by this Amendment,**
 - (i) does hereby guarantee the prompt, punctual, and complete payment and satisfaction of all Client Obligations of the Client, to and in favor of Payplant, of every nature and kind whatsoever, and whether now or in the future incurred, without dollar limitation, all as provided in the Agreement and**
 - (ii) agrees to pay all costs and expenses incurred by Payplant (including the fees and disbursements of counsel and other professionals) in connection with (A) enforcing or defending its rights under or in respect of this Guaranty or Agreement or (B) collecting the Client Obligations or otherwise administering this Guaranty (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C., 88 362(a)) (collectively, the “Guaranteed Obligations”).**

(b) Subject to Section 5, Corporate Guarantor hereby agrees, in furtherance of the foregoing and not in limitation of any other right which Payplant may have at law or in equity against Corporate Guarantor by virtue hereof, that upon the failure of Client to pay any of the Guaranteed Obligations when and as the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C., 88 362(a)), Corporate Guarantor will upon demand pay, or cause to be paid, in cash, to Payplant, all Guaranteed Obligations then owed to Payplant as aforesaid. Corporate Guarantor hereby agrees that all payments hereunder will be paid to Payplant without setoff, deduction or counterclaim at the office of Payplant located at the address specified in the Client Agreement in U.S. dollars and in immediately available funds.

SECTION 2. Guaranty Absolute. Corporate Guarantor guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Agreement regardless of any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of such terms or the rights of Payplant with respect thereto. Corporate Guarantor agrees that this Guaranty is a guaranty of payment and performance when due and not of collectability. This Guaranty is a primary obligation of Corporate Guarantor and not merely a contract of surety. The liability of Corporate Guarantor under this Guaranty shall be absolute, irrevocable and unconditional irrespective of:

(a) any lack of genuineness, validity, regularity or enforceability of the Agreement;

(b) any lack of validity, regularity or enforceability of this Amendment;

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Client Obligations, or any other amendment or waiver of or any consent to departure from the Agreement or this Amendment;

(d) any exchange, release or non-perfection of any security interest in any collateral, or any release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Client Obligations;

(e) the insolvency of Client or Corporate Guarantor;

(f) any failure on the part of Payplant or any other Person to exercise, or any delay in exercising, any right under the Agreement; or

(g) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Client or Corporate Guarantor with respect to the Guaranteed Obligations (including, without limitation, all defenses based on suretyship or impairment of collateral, and all defenses that Client may assert to the repayment of the Guaranteed Obligations, including, without limitation, failure of consideration, breach of warranty, payment, statute of frauds, bankruptcy, lack of legal capacity, statute of limitations, lender liability, accord and satisfaction, and usury), this Amendment and the obligations of Corporate Guarantor under this Amendment.

(h) Corporate Guarantor acknowledges that Payplant has the right to pursue the guaranty jointly or severally against all guarantors to the Agreement.

Corporate Guarantor hereby agrees that if Client or Corporate Guarantor is the subject of a bankruptcy case under the Bankruptcy Code, it will not assert the pendency of such case or any order entered therein as a defense to the timely payment of the Guaranteed Obligations. Corporate Guarantor hereby waives notice of or proof of reliance by Payplant upon this Amendment, and the Guaranteed Obligations shall conclusively be deemed to have been created, contracted, incurred, renewed, extended, amended or reduced (as to Client only) in reliance upon this Amendment. Corporate Guarantor hereby agrees that this Amendment is a guaranty of payment and not collection.

Corporate Guarantor recognizes and agrees that Client, after the date hereof, may incur additional Indebtedness or other obligations, fees and expenses to Payplant under the Agreement, refinance existing Guaranteed Obligations or pay existing Guaranteed Obligations and subsequently incur additional Indebtedness to Payplant under the Agreement, and that in any such transaction, even if such transaction is not now contemplated, Payplant will rely in any such case upon this Amendment and the enforceability thereof against Corporate Guarantor and that this Amendment shall remain in full force and effect with respect to such future Indebtedness of Client to Payplant.

SECTION 3. Fraudulent Conveyance. Notwithstanding any provision of this Amendment to the contrary, it is intended that this Amendment, and any Liens granted by Corporate Guarantor to secure the obligations and liabilities arising pursuant to this Amendment, not constitute a "Fraudulent Conveyance" (as defined below). Consequently, Corporate Guarantor agrees that if this Amendment, or any Liens securing the obligations and liabilities arising pursuant to this Amendment, would, but for the application of this sentence, constitute a Fraudulent Conveyance, this Amendment and each such Lien shall be valid and enforceable only to the maximum extent that would not cause this Amendment or such Lien to constitute a Fraudulent Conveyance, and this Amendment shall automatically be deemed to have been amended accordingly at all relevant times. For purposes hereof, "Fraudulent Conveyance" means a fraudulent conveyance or fraudulent transfer under Section 548 of the Bankruptcy Code or a fraudulent conveyance or fraudulent transfer under the provisions of any applicable fraudulent conveyance or fraudulent transfer law or similar law of any state of the United States, as in effect from time to time.

SECTION 4. Waiver. Corporate Guarantor hereby waives, for the benefit of Payplant (a) any right to require Payplant, as a condition of payment or performance by Corporate Guarantor, to (i) proceed against Client, any other guarantor of the Guaranteed Obligations or any other Person, (ii) proceed against or exhaust any security held from Client, any such other guarantor of all or any portion of the Obligations or any other Person, (iii) proceed against or have resort to any balance of any deposit account or credit on the books of Payplant in favor of Client or any other Person or (iv) pursue any other remedy in the power of Client whatsoever; (b) any defense arising by reason of the incapacity, lack of authority or any disability or other defense of Client or any other guarantor including any defense based on or arising out of the lack of validity or the unenforceability of the Guaranteed Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of Client or any

other guarantor of all or any of the Guaranteed Obligations from any cause other than payment in full of the Guaranteed Obligations; (c) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (d) any defense based upon Payplant's errors or omissions in the administration of the Guaranteed Obligations, except errors and omissions resulting from Payplant's gross negligence or willful misconduct; (e)(i) any principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms hereof and any legal or equitable discharge of Corporate Guarantor's obligations hereunder, (ii) the benefit of any statute of limitations affecting Corporate Guarantor's liability hereunder or the enforcement hereof, (iii) any rights to set-offs, recoupments and counterclaims, and (iv) promptness, diligence and any requirement that any beneficiary protect, secure, perfect or insure any security interest or lien or any property subject thereto; (f) notices, demands, presentments, protests, notices of protest, notices of dishonor and notices of any action or inaction, including acceptance hereof, notices of default hereunder, or the Agreement, notices of any renewal, extension or modification of the Guaranteed Obligations or the Agreement, notices of any extension of credit to Client and notices of any of the matters referred to in Section 2 and any right to consent to any thereof; and (g) any defenses or benefits that may be derived from or afforded by law which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms hereof.

SECTION 5. Subrogation; Subordination. Corporate Guarantor hereby agrees that it will not exercise or assert any rights or claims which it may acquire against Client or any other guarantor of all or part of the Guaranteed Obligations that arise from the existence, payment, performance or enforcement of its obligations hereunder (including, without limitation, any rights or claims of subrogation, reimbursement or contribution), until the indefeasible payment in full in cash, of all the Guaranteed Obligations and the Agreement. If any amount shall be paid to Corporate Guarantor in violation of the immediately preceding sentence, such amount shall be held in trust for the benefit of Payplant and shall forthwith be paid to Payplant to be credited and applied against the Guaranteed Obligations and all other amounts payable under Section 1(a)(ii), whether matured or un-matured, in such order as Payplant may determine. Any indebtedness of Client or any other guarantors of the Obligations now or hereafter held by Corporate Guarantor (the "Obligee Guarantor") is hereby subordinated in right of payment to the Guaranteed Obligations, and any such indebtedness collected or received by the Obligee Guarantor after a Client Event of Default has occurred and is continuing shall be held in trust for Payplant and shall forthwith be paid over to Payplant to be credited and applied against the Guaranteed Obligations but without affecting, impairing or limiting in any manner the liability of the Obligee Guarantor under any other provision hereof.

SECTION 6. Representations and Warranties.

(a) Corporate Guarantor (i) is a Delaware corporation, duly formed, validly existing and in good standing under the laws of its state and country of organization, (ii) has all requisite power and authority to own its properties and assets and to carry on its business as now being conducted and to execute, deliver and perform this Amendment and (iii) is duly qualified to do business in all of the jurisdictions in which failure to so qualify could reasonably be likely to have or result in a Material Adverse Effect.

(b) Corporate Guarantor has, independently and without reliance upon Payplant and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Amendment.

(c) In addition to and without limitation of any of the foregoing, this Amendment shall be subject to all the general terms and conditions contained in the Agreement, *mutatis mutandis*.

SECTION 7. Covenants. Corporate Guarantor covenants and agrees that, until the indefeasible payment in full in cash, of all the Guaranteed Obligations, the termination of the Agreement and termination of this Amendment, the Agreement, Corporate Guarantor will perform, observe and otherwise comply with the following covenants:

(a) **Legal Compliance.** Corporate Guarantor shall (x) maintain and keep in full force and effect its existence and all material Permits and qualifications to do business and good standing in its jurisdiction of formation and each other jurisdiction in which the ownership or lease of property or the nature of its business makes such Permits or qualification necessary and in which failure to maintain such Permits or qualification would reasonably be expected to be, have or result in a Material Adverse Effect and (y) remain in good standing and maintain operations in all jurisdictions in which currently located, except where the failure to remain in good standing or maintain operations would not reasonably be expected to be, have or result in a Material Adverse Effect.

(b) **No Defaults.** Corporate Guarantor shall not cause or permit any default or breach to occur, which is not cured within any applicable grace period or waived, in the payment of any amount or performance of any covenant or agreement with respect to any indebtedness of Corporate Guarantor for borrowed money.

(c) **Change of Control.** Corporate Guarantor shall not cause a Change of Control or permit a Change of Control to occur.

(d) **Financial Statements.** Corporate Guarantor shall furnish to Payplant financial reports pursuant to Section 32.1 of the Agreement.

SECTION 8. Survival of Provisions. All covenants, representations, warranties and waivers and indemnities made by Corporate Guarantor under this Amendment shall survive the execution, delivery, and termination of this Amendment until the indefeasible payment in full in cash, of all the Guaranteed Obligations, the termination of the Agreement.

SECTION 9. Indemnity. Corporate Guarantor hereby agrees that it will indemnify, defend and hold harmless Payplant, and their respective successors and permitted assigns and their respective directors, officers, agents, employees, advisors, shareholders, attorneys and Affiliates (each, an “**Indemnified Person**”) from and against any and all losses, claims, damages, liabilities, deficiencies, obligations, fines, penalties, actions (whether threatened or existing), judgments, suits (whether threatened or existing) or expenses (including, without limitation, fees and disbursements of counsel, experts, consultants and other professionals) incurred by any of them (collectively, “**Claims**”) (except, in the case of each

Indemnified Person, to the extent that any Claim is determined in a final and non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Person's gross negligence, willful misconduct or bad faith) arising out of or in any way related to this Amendment, the Agreement, the Client Collateral, the Client or Corporate Guarantor. In addition, Corporate Guarantor shall, upon demand, pay to Payplant all costs and expenses incurred by Payplant (including the fees and disbursements of counsel and other professionals) in connection with the preparation, execution, delivery, administration, modification and amendment of the Loan Documents, and pay to irrespective of the conflicts of law principles of that state Payplant all costs and expenses (including the fees and disbursements of counsel and other professionals) paid or incurred by Payplant in (A) enforcing or defending its rights under or in respect of this Amendment, the Loan Agreement, the other Loan Documents or any other document or instrument now or hereafter executed and delivered in connection herewith, (B) collecting the Obligations or otherwise administering this Amendment and (C) foreclosing or otherwise realizing upon the Collateral or any part thereof.

SECTION 10. Notices. All notices and other communications hereunder shall be in writing and sent by E-mail, to Payplant, then to neerav@payplant.com , and if to the Corporate Guarantor, then to adrian@lightblueoptics.com or in each case, to such other address as Corporate Guarantor or Payplant may specify to the other party in the manner required hereunder. All such notices and correspondence shall be deemed given when transmission is confirmed.

SECTION 11. Amendments, Waivers and Consents. No amendment or waiver of any provision of this Amendment, or consent to any departure by Corporate Guarantor therefrom, shall in any event be effective unless the same shall be in writing and signed by Payplant and Corporate Guarantor, and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 12. Delays; Partial Exercise of Remedies. No delay or omission of Payplant to exercise any right or remedy hereunder shall impair any such right or operate as a waiver thereof. No single or partial exercise by Payplant of any right or remedy shall preclude any other or further exercise thereof, or preclude any other right or remedy.

SECTION 13. Telecopied Signature. This Amendment may be executed and delivered by telecopier, facsimile or other electronic transmission all with the same force and effect as if the same was a fully executed and delivered original manual counterpart.

SECTION 14. Severability. In case any provision in or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

SECTION 15. Interpretation. All terms not defined herein or in the Agreement shall have the meaning set forth in the Code, except where the context otherwise requires. To the extent a term or provision of this Amendment conflicts with the Agreement and is not addressed herein with more specificity, the Agreement shall control with respect to the subject matter of such term or provision.

SECTION 16. Continuing Guaranty; Assignments of Guaranteed Debt. This Amendment is a continuing guaranty and shall (a) remain in full force and effect until released in accordance herewith, (b) be binding upon Corporate Guarantor and its successors and assigns, and (c) inure, together with the rights and remedies of Payplant hereunder, to its own benefit and to its successors and assigns. Without limiting the generality of the foregoing clause (c), Payplant may, in accordance with the terms of the Agreement, assign or otherwise transfer all or any portion of its rights and obligations under the Agreement to any successor, and such successor agent shall thereupon become vested with all the benefits in respect hereof granted to Payplant herein or otherwise, in each case as provided in the Agreement. Corporate Guarantor may not, without the consent of Payplant, assign or transfer any of its rights and obligations hereunder or any interest herein.

SECTION 17. Reinstatement. To the extent permitted by law, this Amendment shall continue to be effective or be reinstated if at any time any amount received by Payplant in respect of the Client Obligations is rescinded or must otherwise be restored or returned by Payplant upon the occurrence or during the pendency of any bankruptcy, reorganization or other similar proceeding applicable to Corporate Guarantor, or upon or during the occurrence of any dissolution, liquidation or winding up of Corporate Guarantor, all as though such amount had not been received.

SECTION 18. Bankruptcy, etc.

(a) The obligations of Corporate Guarantor hereunder shall not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any case or proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Client or Corporate Guarantor or by any defense which Client or Corporate Guarantor may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding.

(b) Corporate Guarantor acknowledges and agrees that any interest on any portion of the Guaranteed Obligations which accrues after the commencement of any case or proceeding referred to in clause (a) above (or, if any portion of the Guaranteed Obligations ceases to accrue by operation of law by reason of the commencement of such case or proceeding, such interest as would have accrued on such portion of the Guaranteed Obligations if such case or proceeding had not been commenced) shall be included in the Guaranteed Obligations because it is the intention of Corporate Guarantor and Payplant that the Guaranteed Obligations which are guaranteed by Guarantor pursuant hereto should be determined without regard to any rule of law or order which may relieve Client of any portion of such Guaranteed Obligations. Corporate Guarantor will permit any trustee in bankruptcy, receiver, debtor in possession, assignee for the benefit of creditors or similar person to pay Payplant, or allow the claim of Payplant in respect of, any such interest accruing after the date on which such case or proceeding is commenced.

SECTION 19. Financial Condition of Client. Any Advance may be made to Client or continued from time to time, without notice to or authorization from Corporate Guarantor regardless of the financial or other condition of Client at the time of any such grant or continuation. Payplant shall not have any obligation to disclose or discuss with Corporate Guarantor its assessment, or Corporate Guarantor's assessment, of

the financial condition of Client. Corporate Guarantor has adequate means to obtain information from Client on a continuing basis concerning the financial condition of Client and its ability to perform their respective obligations under the Agreement, and Corporate Guarantor assumes the responsibility for being and keeping informed of the financial condition of Client and of all circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations. Corporate Guarantor hereby waives and relinquishes any duty on the part of Payplant to disclose any matter, fact or thing relating to the business, operations or conditions of Payplant now known or hereafter known by Payplant.

SECTION 20. Entire Agreement; Successors and Assigns. This Amendment constitutes the entire agreement between the parties, supersedes any prior written and verbal agreements between them, and shall bind and benefit the parties and their respective successors and permitted assigns.

SECTION 21. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

SECTION 22. SUBMISSION TO JURISDICTION. ALL DISPUTES BETWEEN OR AMONG THE CORPORATE GUARANTOR AND PAYPLANT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE AND FEDERAL COURTS LOCATED IN SANTA CLARA COUNTY, CALIFORNIA, AND THE COURTS TO WHICH AN APPEAL THEREFROM MAY BE TAKEN; PROVIDED, HOWEVER, THAT PAYPLANT SHALL HAVE THE RIGHT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST GUARANTOR OR ITS PROPERTY IN (A) ANY COURTS OF COMPETENT JURISDICTION AND VENUE AND (B) ANY LOCATION SELECTED BY PAYPLANT TO ENABLE PAYPLANT TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF PAYPLANT. CORPORATE GUARANTOR AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS, SETOFFS OR CROSS-CLAIMS IN ANY PROCEEDING BROUGHT BY PAYPLANT. CORPORATE GUARANTOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH PAYPLANT HAS COMMENCED A PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON FORUM NON CONVENIENS. BY EXECUTION AND DELIVERY OF EACH LOAN DOCUMENT TO WHICH IT IS A PARTY, CORPORATE GUARANTOR (i) ACCEPTS THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY, (ii) WAIVES PERSONAL SERVICE OF PROCESS, AND (iii) AGREES THAT SERVICE OF PROCESS UPON IT MAY BE MADE PURSUANT TO SECTION 11.3 OF THE AGREEMENT.

SECTION 23. JURY TRIAL. CORPORATE GUARANTOR (AND BY ITS RECEIPT HEREOF, PAYPLANT) HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO (i) THIS AMENDMENT OR (ii) ANY CONDUCT, ACTS OR OMISSIONS OF CORPORATE GUARANTOR, PAYPLANT OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR OTHER AFFILIATES, IN EACH CASE WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE.

SECTION 24. LIMITATION OF LIABILITY. PAYPLANT SHALL NOT HAVE ANY LIABILITY TO CORPORATE GUARANTOR (WHETHER SOUNDING IN TORT, CONTRACT, OR OTHERWISE) FOR LOSSES SUFFERED BY CORPORATE GUARANTOR IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS OR RELATIONSHIPS CONTEMPLATED BY THIS AMENDMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, UNLESS IT IS DETERMINED BY A FINAL AND NON-APPEALABLE JUDGMENT OR COURT ORDER BINDING ON PAYPLANT THAT THE LOSSES WERE THE RESULT OF ACTS OR OMISSIONS CONSTITUTING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF PAYPLANT. CORPORATE GUARANTOR HEREBY WAIVES ALL FUTURE CLAIMS AGAINST PAYPLANT FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

By signing below, Client and Corporate Guarantor hereby agrees to all the terms, conditions and provisions of this Amendment to Payplant Loan and Security Agreement.

Client: Technology Will Save Us Inc.

Signature 1:

Name: Bethany Koby-Hirschmann
Title: CEO
Date: 10/24/2017

Signature 2:

Name: Matthew Sheffield
Title: FD
Date: 10/24/2017

Corporate Guarantor: Technology Will Save Us Limited

Signature:

Name: Bethany Koby-Hirschmann
Title: CEO
Date: 10/24/2017

Signature 2:

Name: Daniel Hirschmann
Title: Director
Date: 10/24/2017

Payplant LLC:

Signature:

Name: NEERAJ BERRY
Title: CEO & CO-FOUNDER
Date: 10/24/2017

SCHEDULE 1 TO PAYPLANT CLIENT AGREEMENT

CLIENT FEE SCHEDULE

| Description | Fee Amount |
|------------------------|------------|
| 1. UCC Termination Fee | \$150 |
| 2. Wire/ACH Fee | \$12 |
| 3. Due Diligence Fee | \$0 |

ADVANCE RATE – Eligible Receivables will be advanced by Payplant to the Client at a rate of 80% of Face Value (less sales discounts).

DISCOUNT RATE – The Discount Rate for an Eligible Receivable by Target shall be applied at 1.5% of the invoice price per 30 days. Other Account Debtors to be added in the future.

A minimum of 30 days of interest is charged per invoice and on a per day basis thereafter. Payplant reserves the right to adjust the discount rate based on credit analysis of debtor and/or Client and two (2) months' notice to Client.

PAYMENT INSTRUCTIONS – Updated remittance instructions to Payplant's address shall be submitted to Debtors upon signing of this agreement. In the event the change remittance address process is not completed with the Debtor before the first scheduled payment, Client will transfer any received payment within 2 business days. If in the event this is not made, Payplant will initiate an ACH draft from the Client's bank account within 3 business days after the payment had been received by Client, for the advanced amount plus discount and other applicable fees

ADDITIONAL DEBTORS – Other debtors may be added at a future date. Client and Payplant will agree separately in writing on the advance rate and interest rate terms for each additional debtor.

EXHIBIT 1: DEFINITIONS AND INTERPRETATION

1. Definitions.

The following terms shall have the following meanings for purposes of Payplant Receivables this Agreement:

"Debtor" means, with respect to any Receivable, any Person obligated to pay such Receivable.

"Debtor Event of Default" means any failure of the Debtor to fully pay the Invoice Face Value amount by the 60th day following the Invoice Due Date of the Purchased Receivables.

"Debtor Information" means such financial and other information with respect to a Debtor that a Client may provide to Payplant.

"Administrative Determination" and "Administrative Discretion" means Payplant's decisions, determinations, approvals, consents and confirmations of a routine or administrative nature, whether or not such administrative decision is specifically designated as such. Administrative Determination and Administrative Discretion include:

(a) routine determinations as to administration compliance with Payplant procedures, this Payplant Agreement, certificates, and other similar items required to be delivered under the terms of this Agreement; and

(b) determinations of (i) Advance Amounts, (ii) Discount Fees, (iii) Client Fees, (iv) Client Remittance Payments, (v) Repurchase Dates, (vi) Repurchase Amounts, (vii) Client Reimbursable Expenses, and (viii) such other amounts as may be provided for under this Agreement; and

(c) decisions as to (i) the existence or absence of an Event of Default, (ii) exercise of any Enforcement Right, and (iii) amendments, modifications or supplements to or waivers of any term of this Agreement.

"Advance Amount" means the amount that Payplant will advance to the Client incident to the purchase of a Receivable. Advance Amount will be negotiated between Client and Payplant and will be visible on the Platform for the Client to view.

"Affiliate" means, with respect to any Person, (i) each Person that, directly or indirectly, owns or controls, whether beneficially, or as a trustee or other fiduciary, 25% or more of the Equity Interests having ordinary voting power in the election or appointment of directors or officers of such Person, (ii) each Person that controls, is controlled by or is under common control with such Person, (iii) each of such Person's officers, directors, joint ventures, owners and partners, and (iv) in the case of any Person that is an individual, the immediate family members, spouses and lineal descendants of such Person. For the purposes of this definition, "control of a Person" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of its management or policies, whether through the ownership of voting securities, by contract or otherwise.

"Anti-Terrorism Law" means each of (i) Executive Order No. 13224, (ii) the USA PATRIOT Act, (iii) the Money Laundering Control Act of 1986, Public Law 99-570, (iv) the OFAC Regulations, and (v) any similar Applicable Law enacted in the United States subsequent to the date of this Agreement or in any other jurisdiction that applies to any Client.

"Applicable Law" means, with respect to any Person, any and all laws (including common law), statutes, ordinances, regulations, rules, orders, injunctions, directives, codes, decrees, writs, determinations, awards and judgments issued by any Governmental Authority applicable to or binding upon such Person or any of its properties and any judicial or administrative interpretation thereof, including, for the avoidance of doubt, all environmental laws.

"Arbitration Administrator" means the Person under whose auspices arbitration is conducted. The Party electing commencement of arbitration shall have the right to select the Arbitration Administrator, which may be a national company or a company or law firm with offices in California.

"Associated Rights" means any and all of the Client's right, title and interest in relation to any Purchased Receivable including, in each case, to the extent related to such Receivable:

(a) all Security Interests in the relevant goods arising by law or by agreement with the related Debtor for the purpose of securing payment of the related Invoice Face Amount, including retention of title rights, if applicable;

(b) all rights, remedies and privileges under the related contract;

(c) all documents of title to goods, warehouse keepers' receipts, bills of lading, shipping documents, airway bills or similar documents, if applicable;

(d) all Collection Proceeds and other remittances and payments of or on account of Collections of such Receivable, and any related securities, bonds, guarantees, indemnities and letters of credit, including direct debit rights if applicable; and

(e) all of the Client's interest in any returned goods related to any sale giving rise to such Receivable and any proceeds of sale thereof.

"Authorized Representative" means with respect to a Client, the Client's designated owner, officer or other official who is authorized to (i) agree to the terms of this Agreement, (ii) enter into and consummate Payplant Receivables Program Transactions for and on behalf of Client, (iii) submit quarterly Officer Certificates and other reports to Payplant, and (iv) discuss matters relating to Client with Payplant.

"Bankruptcy Code" means the United States Federal Bankruptcy Code of 1978, as amended from time to time.

"Business Day" means a day (other than a Saturday or Sunday, a legal holiday or a day on which banking institutions are authorized or required by Applicable Law or other government action to close in Santa Clara, CA) on which banks are open for business.

"Change of Control" means (i) the occurrence of any event (whether in one or more transactions) which results in a transfer of control of a Client to a Person who did not have control of the Client at the time the Client applied for registration or membership on the Platform, (ii) any merger or consolidation of or with the Client, or (iii) the sale of all or substantially all of the property or assets of the Client. For purposes of this definition, control shall mean the power, directly or indirectly (x) to vote 50% or more of the Equity Interests having ordinary voting power for the election of directors (or the individuals performing similar functions) of the Client, or (y) to direct or cause the direction of the management and policies of the Client by contract or otherwise.

"Charges" means all taxes, charges, fees, imposts, levies or other assessments, including all net income, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation and property taxes, custom duties, fees, assessments, liens, claims and charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts, imposed by any taxing or other authority, domestic or foreign (including the Pension Benefit Guaranty Corporation or any environmental agency or superfund), upon Client's Receivables, Client or any of Client's Affiliates.

"Client" means a Person registered with Payplant and eligible to offer Receivables for sale to Payplant.

"Client Agreement" means this agreement.

"Client Collateral" means Client's property and assets on which Payplant is granted a security interest as provided in Section 24 of this Agreement.

"Client Event of Default" means each of the events or circumstances described as a Client default under Section 29.1 of this Agreement.

"Client Failed Payment Fee" means fees paid by a Client to Payplant as a result Client's failure to pay the Repurchase Price to Payplant in full on the Repurchase Date.

"Client Fees" mean the fees provided in **Schedule 1** to this Agreement.

"Client Funds" means any moneys, funds or credits belonging to or otherwise due to Client.

"Client Indemnified Person" means Payplant and its Affiliates, owners, shareholders, members, partners, officers, directors, managers, employees, agents, attorneys, successors and assigns.

"Client Information" means such financial and other information with respect to a Client that the Client may make available to Payplant.

"Client Key Principal" means an owner or executive officer (i.e., president, manager, chief executive officer, chief financial officer, or officer performing executive management functions) of a Client as listed in Exhibit 2.

"Client Reimbursable Expenses" means the costs and expenses listed in **Section 31.1** of this Agreement.

"Client Remittance Payment" means the amount payable to the Client subsequent to Payplant's receipt of Collection Proceeds. A Client Remittance Payment may consist of the Retained Amount less any accrued Discount Fees, late charges and Client fees.

"Client Termination Fee" means fees owed by a Client to Payplant as provided in **Section 27** of this Agreement upon termination of Client's relationship with Payplant.

"Code" means the Internal Revenue Code and Internal Revenue Service regulations promulgated thereunder.

"Collection Expenses" means Payplant's out-of-pocket costs and expenses in pursuing collection from Defaulting Clients, Defaulting Debtors, including Payplant's reasonable outside counsel fees, collection agency fees, court costs, and other third-party expenditures.

"Collection Proceeds" means all funds and money collected from the Debtor, the Client or from any other obligated Person, or from the exercise of Enforcement Rights with respect to or in any way accruing from a Purchased Receivable.

"Confidential Information" of any Party means non-public information that such Party may designate as being confidential or which, under the circumstances surrounding its disclosure, the receiving Party ought to know is confidential.

"Consummate" or **"Consummation"** means the completed purchase and True Sale of a Receivable to Payplant as provided in **Section 13** of this Agreement.

"Consummation Date" means the date on which the Sale is deemed for all purposes to be completed or Consummated.

"Defaulted Receivable" means and includes a Purchased Receivable that (i) is not paid by the Debtor within 60-days following the Invoice Due Date of the Purchased Receivable, or (ii) is otherwise subject to mandatory repurchase by the Client under **Section 20(A)** of this Agreement for failure to qualify as an Eligible Receivable or for any other reason provided therein.

"Defaulting Debtor" means and includes a Debtor that is subject to a Debtor Event of Default.

"Defaulting Client" means a Client that is subject to a Client Event of Default.

"Delivering Party" has the meaning given to that term in **Section 31.9** of this Agreement.

"Direct Debit Transfer" means a transfer of funds by Payplant from the Client's designated account at their respective bank via (i) an inbound Fed wire draw down request for credit transfer or, (ii) a SWIFT Direct Debit request. The transfer of funds from a Client's bank may be initiated by any of the methods described above, or via debit originated by Payplant via entries on the Automated Clearing House (ACH) system which obligates the Client's bank to settle the amount requested.

"Discount Fees" are fees paid to and earned by Payplant for Purchased Receivables. Discount Fees are computed as follows, with a minimum duration of 30 days. Purchase Date is the date that the Receivable was purchased by Payplant. Payment Date is the date when the Invoice Payment was received by Payplant in Good Funds. E.g. let's take a sample invoice with Purchase Price of \$10,000 and Discount Rate of 1.2% per month.

- a. If no Invoice Payment has been made then Discount Fees = Purchase Price * (current date - Purchase Date) * Discount Rate. For the sample invoice above if Current date – Purchase Date is 10 days then Discount Fees are calculated as $\$10,000 * 10 * (1.2/30)\%$ or \$40.
- b. If one complete Invoice Payment has been made then Discount Fees = Purchase Price * (Payment Date – Purchase Date) * Discount Rate. E.g. for the sample invoice about if Payment Date – Purchase Date is 45 days then Discount Fees are calculated as $\$10,000 * 45 * (1.2/30)\%$ or \$180.
- c. If multiple Invoice Payments have been made and there is no balance remaining then Discount Fees = ((Purchase Price) * (first Payment Date – Purchase Date) * Discount Rate) + (Purchase Price – previous Invoice Payment) * (next Payment Date – previous Payment Date) * Discount Rate + ... (Purchase Price – all previous Invoice Payments) * (last Payment Date – previous Payment Date) * Discount Rate)). For the sample invoice above if there were two payments made – \$5,000 after 30 days and \$5,000 after 60 days - then Discount Fees are calculated as $\$10,000 * 30 * (1.2/30)\% + \$5,000 * 15 * (1.2/30)\%$ or \$180.
- d. If multiple payments have been made but there is still Unrecovered Purchase Price then Discount Fees = ((Purchase Price) * (first Payment Date – Purchase Date) * Discount Rate) + ((Purchase Price – previous Invoice Payment) * (next Payment Date – previous Payment Date) * Discount Rate) + ... (Purchase Price – all previous Invoice Payments) * (current date – last Payment Date) * Discount Rate)). For the sample invoice above if there were 2 payments made – \$5,000 after 30 days and \$3,000 after 60 days then Discount Fees after 90 days are calculated as $\$10,000 * 30 * (1.2/30) + \$5,000 * 15 * (1.2/30)\% + \$1,000 * 30 * (1.2/30)\%$ or \$192.

"Discount Rate" is the daily interest rate agreed between Client and Payplant at the time of the Sale. Discount Rate is also available on the Platform for the Client to view.

"Divert" or "Diversion" means any action or inaction on the part of a Client which results in all or any portion of the Collection Proceeds of any Purchased Receivable, or in all or any portion of Other Proceeds of Other Receivables that the Registered Debtor is instructed to pay into the Payplant controlled Lockbox Account, being used by the Client or any Affiliate of Client for any purpose other than payment and transmittal to Payplant. Divert or Diversion additionally includes (i) any action or inaction on the part of a Client which results in a setoff of the Registered Debtor's Invoice Payment Obligation against any obligation that the Client may owe to the Debtor, (ii) any Client instruction to a Registered Debtor not to make Invoice payments into the Lockbox Account, or (iii) the Client's reissuance of an Invoice evidencing a Purchased Receivable without notifying Payplant and without making immediate payment as required under **Section 16(B)** of this Agreement.

"Dollars", "US Dollars", "\$" or "US\$" means the lawful currency of the United States of America.

"Due Diligence Fees" are fees paid by the Client to Payplant in order to perform business and officer background checks, with applicable authorizations, including but not limited to credit, criminal history, lien searches and filings, bankruptcy and court filings, and other 3rd party verifications deemed necessary by Payplant. The Due Diligence fees must be paid by Client prior to initial funding and are not refundable.

"Electronic Signature" means the electronic signature of any Party sufficient to legally obligate such Party to the terms of any pertinent contract or agreement under the Electronic Signatures in Global and National Commerce Act, the Model Uniform Electronic Transactions Act and the Electronic Signatures and Records Act.

"Eligible Receivable" means and includes a Receivable, subject to sale under Article 9 of the UCC, that:

- (a) represents a bona fide Payment Obligation of an Debtor enforceable in accordance with its terms; and
- (b) is not, at the time of sale or at any time thereafter, subject to dispute, compromise, reduction, cancellation, refund, offset, counterclaim or recoupment for any reason; and
- (c) the Client knows of no reason why the Debtor will not or cannot pay the Receivable on a timely basis when due; and
- (d) is payable to and is owned by the Client; and
- (e) is payable in U.S. dollars; and
- (f) is not more than 60 days past due as of the Sale Closing Date; and

"Enforcement Rights" mean and include all available enforcement rights and remedies that may be \ (i) against a Defaulting Client following a Client Event of Default, or (ii) against a Defaulting Debtor following an Debtor Event of Default, Enforcement rights further include default rights and remedies that may be asserted against the property of a third Person to satisfy an indebtedness.

"Equity Interest" means for any Person, any and all shares, rights to purchase, options, warrants, general, limited or limited liability partnership interests, limited liability company membership interests, participation or other equivalents of or interest in (regardless of how designated) equity of such Person, whether voting or nonvoting, including common stock, preferred stock, convertible securities or any other "equity security" as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the SEC under the Exchange Act.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Excluded Claim" means any of the following claims or proceedings, which are not subject to compulsory binding arbitration under **Section 30** of this Agreement:

(a) any action to assert, collect, protect, realize upon or obtain possession of the Client Collateral following a Client Event of Default;

(b) any action to assert, collect, protect, realize upon or obtain possession of the Client Collateral in any bankruptcy proceeding;

(c) any action insofar as it seeks provisional or ancillary remedies in connection with (a) or (b) above;

(d) any non-judicial repossessions or exercise of Enforcement Rights against any Person; and

(e) any action involving or against a Debtor to enforce the Debtor's Payment Obligations with respect to a Purchased Receivable.

Notwithstanding the foregoing, the Parties may mutually agree to arbitrate any matter covered under items (a) through (d) above if arbitration will afford the Parties substantially the same rights and remedies as a court action.

"Face Value" means the principal amount of the Purchased Receivable that is billed to or that is otherwise owed by the Debtor.

"FAA" means the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

"Foreign Corrupt Practices Law" or **"FCPL"** means the Foreign Corrupt Practices Law and any other Applicable Law concerning making unlawful payments to any governmental official or employee, political party, official of a political party, candidate for political office or anyone else acting in an official capacity, corrupt practices or making unlawful payments or gifts, bribes, rebates, payoffs, influence payments or kickbacks in any jurisdiction.

"GAAP" means generally accepted accounting principles and practices as in effect from time to time in the United States.

"Good Funds" means funds that (i) have been collected by means of the drawee bank's full, final and irrevocable payment of one or more checks, drafts or monetary instruments, and (ii) are immediately available to be electronically transferred from the depositor's account to a third party.

"Governmental Authority" means any federal, state or local government, governmental department, governmental commission, governmental board, governmental bureau, governmental agency, regulatory authority, instrumentality, judicial, legislative, executive or administrative body or other political subdivision thereof and any Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any of the foregoing entities, having jurisdiction over the Person or matters in question.

"Government Receivable" means a Receivable under which the Debtor is a department, agency or instrumentality of the United States government.

"Insolvency" means with respect to any Person on a particular date, that

(a) such Person is unable to realize upon its property and assets and pay its debts and other liabilities (including disputed, contingent and unliquidated liabilities) as they mature in the normal course of business, or

(b) such Person has made a transfer or incurred an obligation with the intent to hinder, delay or defraud any of its present or future creditors.

The amount of contingent liabilities (such as litigation, guarantees and pension plan liabilities) at any time shall be computed as the amount that, in light of all the facts and circumstances existing at the time, represents the amount that can be reasonably expected to become an actual or matured liability.

"Insolvent" means, with respect to a Person, the fact that such Person is in Insolvency.

"Intellectual Property" means a patent, patent application, copyright, trademark, service mark, trade name, logo, domain name, mask work, trade secret or license or other right to use any of the foregoing.

"Invoice" means a legal debt instrument which indicates the Face Value due from a Debtor to pay the Client for delivered goods or services.

"Invoice Date" means the date an Invoice is issued.

"Invoice Due Date" means the specified date listed on the Invoice by which a Client requests payment by the Debtor.

"Invoice Payment" means any payment made by a Debtor under an Invoice.

"Invoice Payment Obligation" means a Debtor's obligation to pay the Invoice Face Value under a Receivable sold to Payplant.

"Lien" means any mortgage, lien, privilege, deed of trust, encumbrance, pledge, security interest, hypothecation, covenant, condition, restriction (including restrictions on voting rights or rights of disposition), claim, charge, option, right of first refusal, right of use or occupancy, any legal or equitable encumbrance, or any preference, priority or other arrangement having materially the same effect as any of the foregoing.

"Lockbox Account" means the depository account maintained by Payplant into which Collection Proceeds and other sums shall be deposited.

"Material Litigation" means any action, claim, lawsuit, demand, inquiry, investigation or proceeding that is brought against the Client or its Affiliate, in which the amount in controversy exceeds 25% of Client's, or its Affiliate's then net worth.

"Material Obligation" means a payment or performance obligation of a Client, which in the event of the Client's default, would likely jeopardize Client's ability to continue to conduct its business as previously conducted.

"Misdirected Payment" means a Debtor Invoice Payment that is paid to the Client, or to an Affiliate of Client, or to a third party, and that is not paid by the Debtor into the Payplant controlled Lockbox Account as required by Section 8 of this Agreement.

"Misdirected Payment Fee" has the meaning provided in Section 8(F) of this Agreement.

"Money-Laundering Activities" means activities involving funds which are (i) proceeds of crime in violation of Applicable Law, or (ii) derived or potentially derived from any restricted party.

"Net Advance Amount" means the Advance Amount less Client Fees.

"Net Present Value Discount Rate" means the prime rate as quoted in the Money & Investing Section of the Wall Street Journal on the last day of each calendar quarter.

"OFAC Regulations" means (i) the Terrorism Sanctions Regulations (Title 31 Part 595 of the U.S. Code of Federal Regulations), (ii) the Terrorism List Governments Sanctions Regulations (Title 31 Part 596 of the U.S. Code of Federal Regulations), and (iii) the Foreign Terrorist Organizations Sanctions Regulations (Title 31 Part 597 of the U.S. Code of Federal Regulations).

"Officer Certificate" means the certificate signed by the Client's chief executive officer, chief financial officer, or similar official in the form required by Payplant.

"Organizational Documents" means with respect to any Person, (i) the certificate of incorporation, articles of partnership, partnership agreement, certificate of organization or formation or other similar organizational documents of such Person, (ii) the by-laws, operating agreement, limited liability company agreement or other similar document of such Person, and (iii) such other documents or instruments that are required to be registered or lodged in the place of incorporation or organization of such Person and which establish the legal existence of such Person.

"Other Proceeds" means and includes Invoice Payments received from Registered Debtors that are attributable to the Client's Other Receivables not sold to Payplant.

"Other Receivables" means and includes Client Receivables that are not sold on the Platform.

"Party" means Payplant and each Client that has agreed to be bound and obligated under this Agreement. Payplant Receivables.

"Paying Party" means the Client, a Client Key Principal, a Debtor, or any other obligated Person making payment on a Payment Obligation to Payplant after the occurrence of a Client Event of Default whether or not such Paying Party payment can be identified to any particular Purchased Receivable.

"Payment Date" for an Invoice Payment is the date the Invoice Payment is received in Good Funds by Payplant.

"Payment Obligation" means the contractual obligations of a Person to pay an amount owed to another.

"Permitted Liens" means:

- (a) Liens in favor of Payplant for the benefit of Payplant;
- (b) Liens for taxes, assessments or other governmental Charges not delinquent or being properly contested in good faith, provided that the Lien shall have no effect on the priority of the Liens in favor of Payplant and a stay of enforcement of any such Lien shall be in effect;

(c) Liens arising by virtue of the rendition, entry or issuance against Client or any Affiliate, or any property of Client or any Affiliate, of any judgment, writ, order, or decree, for so long as each such Lien (i) is in existence for less than 20 consecutive days after it first arises or is being properly contested, and (ii) is at all times junior in priority to any Liens in favor of Payplant;

(d) additional Liens as may be approved by Payplant in advance and in writing.

"Person" means any individual, sole proprietorship, partnership, joint venture, unincorporated organization or association, trust, corporation (including a business or statutory trust), limited liability company, institution, public benefit corporation, joint stock company, firm, body corporate, authority, Governmental Authority, or any other entity of whatever nature.

"Platform" means the software platform owned and operated by Payplant for the purchase of Receivables from Clients.

"Posted Receivable" means a Receivable that is offered for sale on the Platform by the Client. The Receivable may be entered on the Platform by Client or by Payplant's staff on the Client's behalf.

"Priming Lien" means a perfected Lien encumbering the Client's Purchased Receivables and other Client Collateral that potentially has priority over Payplant's later in time UCC filing, and that may adversely affect the Payplant's rights to purchase the same free and unencumbered by any then existing Lien.

"Priming Lien Holder" means a Person that has a Priming Lien on or with respect to any posted Receivable or other Client Collateral.

"Priming Lien Holder Authorization and Consent" means an authorization and consent by a Priming Lien Holder agreeing to permit the Client to sell Purchased Receivables to Payplant on a free and clear basis.

"Purchase Price" means the Face Value of the Purchased Receivable.

"Racketeering Activities" means involvement or affiliation with any organization, group or individual that engages in or encourages its members to engage in any illegal activities specified in (i) Title 18 of the U.S. Code, or (ii) any other similar state or applicable foreign criminal law.

"Receivable" means and includes the Client's accounts, contract rights, general intangibles, payment intangibles and all other forms of payment obligations owing to Client, and further includes the Client's Associated Rights.

"Receiving Party" has the meaning given to such term in Section 31.9 of this Agreement.

"Registered Debtor" means a Debtor that is registered by a Client on the Platform.

"Repurchase Date" means the date on which the Client is obligated to repurchase a Purchased Receivable from Payplant whether due to a Debtor Event of Default, or a Client Event of Default, or both.

"Repurchase Obligation" means Client's absolute, irrevocable and unconditional agreement and obligation to repurchase a Purchase Receivable from Payplant as provided in **Section 20** of this Agreement.

"Repurchase Price" means (i) the greater of the outstanding amount of the Face Value of a Purchased Receivable, or the sum of the then unpaid Advance Amount and accrued Discount Fees with respect to the repurchased Receivable, together with (ii) the amount of any Late Charges and Client Reimbursable Expenses that may then be due and owing by the Client.

"Retained Amount" means the difference between (i) the Face Value of the Purchased Receivable sold on the Platform and (ii) the Advance Amount paid by Payplant.

"Sale" means the sale Receivables to Payplant.

"Sale Closing Date" means the date that the Sale was made.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Law" means any and all federal and state laws (including common law), statutes, regulations, rules, orders, injunctions, directives, codes, decrees, writs, determinations, awards and judgments issued by any Governmental Authority relating to "securities" and any judicial or administrative interpretation thereof.

"Security Interest" means a consensual Lien in the Client's Purchased Receivables and other Client Collateral granted under the UCC.

"Payplant Receivables Program" means and refers to the program operated by Payplant for purchasing receivables from Clients.

"Payplant Receivables Program Transactions" means all transactions and dealings between the Parties incident to the Payplant Receivables Program, including Payplant Receivables Program Transactions involving (i) sale of Purchased Receivables on the Platform, (ii) all payments by and between the Parties, and (iii) all related payments and dealings with Debtors and third Persons.

"Purchased Receivable" means any Receivable that has been sold to Payplant on the Platform.

"Specified Obligations" means Payment Obligations of a Defaulting Client or Defaulting Debtor that are subject to a Settlement.

"Trading with the Enemy Act" means the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, and Chapter V, as amended) and any enabling legislation or executive order relating thereto.

"Payplant" means Payplant LLC, as owner and operator of the Platform. Payplant LLC is the Managing Member of Payplant Alternatives Fund LLC. The Payplant Alternatives Fund LLC will fund the Purchased Receivable(s). To the extent necessary for any reason, including enforcement of any obligation in this

agreement, Client acknowledges and agrees that Payplant Alternatives Fund LLC may enforce any provisions in this agreement directly or through Payplant LLC as its Agent and/or representative.

"Payplant Platform" means all related Payplant internet and electronic products including the Payplant website, Payplant Receivables purchase application and Payplant code.

"Payplant Related Person" means and includes each of Payplant's respective officers, directors, managers, shareholders, members, employees, agents, and attorneys.

"Payplant Work Product Data" means the results of Payplant internally produced or otherwise obtained information, data and statistical information, including information, data and statistical information with respect to Clients and Debtors, and with respect to Client and Debtor creditworthiness.

"True Sale" means the sale for all purposes of absolute ownership of a Receivable, with the Client retaining no residual rights, title, interest or control (whether legal, equitable or beneficial) therein, and with all of the Client's rights, title and ownership interests being fully transferred to and vesting in Payplant.

"UCC" means the Uniform Commercial Code as in effect in California and other applicable jurisdictions.

"UCC Termination Fee" has the meaning provided in Section 27 of this Agreement.

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56.

2. Interpretation.

For the purpose of this Agreement, unless the context otherwise requires:

A. Any accounting term used in this Agreement shall have the meaning customarily given such term in accordance with GAAP, and all financial computations hereunder shall be computed in accordance with GAAP.

B. Any UCC term used in this Agreement shall have the meaning given in the UCC unless otherwise defined. Without limited the foregoing, the terms "accounts", "chattel paper", "instruments", "general intangibles", "payment intangibles", "supporting obligations", "securities", "financial assets", "investment property", "documents", "deposit accounts", "software", "letter of credit rights", "inventory", "equipment", "fixtures" and "ordinary course of business", as and when used shall have the meanings given to such terms in Articles 8 or 9 of the UCC. To the extent the definition of any category or type of UCC collateral is expanded by any subsequent amendment, modification or revision to the UCC, such expanded definition will apply automatically as of the date of such amendment, modification or revision.

EXHIBIT 2: CLIENT KEY PRINCIPALS

| # | Principal Name |
|---|----------------------|
| 1 | Daniel Hirschmann |
| 2 | Bethany Hillary Koby |
| 3 | |
| 4 | |
| 5 | |