

Invoice Confirmation Agreement

This Agreement is entered into by and between $\{\text{debtor.name}\}$ and $\{\text{client.displayName}\}$ (the "parties"), on the dates and times that they, respectively, pointed-and-clicked the "I Agree" button on the web page entitled " $\{\text{debtor.name}\}$ Invoice Approval Page" (the "Approval Page"), located at <https://www.21stcapital.com> (the "web site"), and to which this Agreement is hyperlinked.

RECITALS

A. WHEREAS, $\{\text{client.displayName}\}$ and 21st Capital Corp ("Factoring Company" and the "ASSIGNEE") have entered into an Accounts Receivable Factoring Agreement, in which $\{\text{client.displayName}\}$ has agreed to factor, which shall mean sell, assign and transfer all right, title and interest in and to certain of its ACCOUNTS, represented by specific invoices, to Factoring Company, including the right to receive payment, thereon, and;

B. WHEREAS, $\{\text{client.displayName}\}$ has performed services for and/or sold and delivered goods to $\{\text{debtor.name}\}$ on an open account basis with specified payment terms for which $\{\text{debtor.name}\}$ is indebted (the "indebtedness") to $\{\text{client.displayName}\}$, and;

C. WHEREAS, $\{\text{client.displayName}\}$ has created invoices, describing the indebtedness, using software on the web site, which are listed in summary form on the Approval Page in rows with radio button(s) on each row labeled "Approve" and "Reject," and;

D. WHEREAS, $\{\text{contact.name}\}$, is the person whose E-mail Address is $\{\text{contact.email}\}$, who previously confirmed on the web site that he/she is authorized by $\{\text{debtor.name}\}$ to enter into and AUTHENTICATE this agreement on behalf of $\{\text{debtor.name}\}$, and who logged into the web site, using his/her user name and password, for the purposes of Approving, as defined, below, certain invoices listed on the Approval Page, and to AUTHENTICATE this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, it is hereby agreed as follows:

1. The meanings of certain terms used in this Agreement are set forth in the Appendix, below.
2. $\{\text{contact.name}\}$ shall select the invoices listed on the Approval Page which he/she intends to Approve and shall Approve them. Said invoices are referred to herein as the "Approved Invoices." Factoring Company shall rely upon said actions in funding $\{\text{client.displayName}\}$.
3. $\{\text{client.displayName}\}$ agrees to indemnify and hold $\{\text{debtor.name}\}$ harmless from and against any claims, demands and liens (collectively "claims") of any individuals, companies, governmental agencies, or other entities ("third-parties") regarding the Approved Invoices. Notwithstanding the foregoing, if $\{\text{debtor.name}\}$ pays any claims arising subsequent to the date hereof, to any third-parties, $\{\text{debtor.name}\}$ shall be permitted to deduct the total amount, thereof, from its payment or payments of the Approved Invoices to Factoring Company, which, in any event, and regardless of the amount of said payments, shall not exceed a sum equivalent to five percent (5%) of the total face amount of the Approved Invoices (the "allowed deduction"). $\{\text{debtor.name}\}$ agrees to deliver copies of any documents in its possession, evidencing said claims and payments, to Factoring Company.
4. $\{\text{debtor.name}\}$ has no setoff against or any claim of a property or possessory right in the Approved Invoices. $\{\text{debtor.name}\}$ agrees not to assert any claim or defense against Factoring Company, the ASSIGNEE, that it may have against $\{\text{client.displayName}\}$ (UCC Sections 9403 and 9404), except for the allowed deduction. The E-mail which $\{\text{contact.name}\}$ received from admin@21stcapital.com, the subject of which is "Invoice approval needed," which states, among other things, that $\{\text{client.displayName}\}$ "has created new factored invoices on our Web Site for your approval," and which contains the hyperlink that $\{\text{contact.name}\}$ pointed-and-clicked to login to the web site, shall constitute a notification, in addition to any other notifications $\{\text{debtor.name}\}$ may receive from Factoring Company, pursuant to UCC Section 9406.
5. The parties shall AUTHENTICATE this Agreement by using a mouse to point-and-click the button labeled "I Agree" on the Approval Page. The provisions of this Agreement shall be binding upon the respective heirs, executors, administrators, successors and assigns of the parties. No waiver of any breach of any provision of

this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions of this Agreement, and no waiver shall be effective unless made in writing. Each provision of this Agreement shall be severable from every other provision for the purpose of determining the legal enforceability of any specific provision. This Agreement may be AUTHENTICATED in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. This Agreement cannot be changed or terminated orally. All prior agreements, understandings, representations, warranties and negotiations, if any, are merged into this Agreement. In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of any other agreement between the parties, now or in the future, the provisions of this Agreement shall govern. The validity, interpretation, enforcement and effect of this Agreement shall be governed by the laws of the State of California. The parties hereby consent and submit to the exclusive jurisdiction and venue of any division of the California Superior Court located in the County of Los Angeles, State of California regarding any cause of action arising hereunder. The prevailing party in any dispute arising hereunder shall be awarded reasonable attorney fees and costs. The parties agree that Factoring Company is the intended third-party beneficiary of this Agreement, and that it possesses all of the legal rights contained, herein.

APPENDIX

- a. The external materials, listed below, contain definitions of certain terms which are set forth in the Recitals and/or body of this Agreement, and they are incorporated herein, and made a part, hereof, by this reference.
- b. All fully capitalized terms, set forth in the Recitals and/or body of this Agreement, shall have the meanings set forth in the Uniform Commercial Code, which is currently entitled California Commercial Code (the "UCC"), in effect in the State of California on the date, hereof, and are incorporated herein, and made a part, hereof, by this reference.
- c. The term "Approve" shall mean to use a mouse to point-and-click the radio button(s) labeled "Approve."
- d. The term "Approved Invoices" shall mean those invoices which shall have been approved pursuant to paragraph 2, above; which are valid and owing; which shall be paid by \${debtor.name} to Factoring Company at its payment address (see <http://www.21stcapital.com/miscstuff.html>) in full, without offset or deduction of any amount whatsoever, except for the allowed deduction, as defined in paragraph 3, above; and, which shall not be paid by \${debtor.name} to \${client.displayName}.
- e. The following information technology terms shall have the meanings set forth on the following web sites:
 - 1) "web page": http://en.wikipedia.org/wiki/Web_page;
 - 2) "web site": http://en.wikipedia.org/wiki/Web_site;
 - 3) "E-mail": <http://en.wikipedia.org/wiki/E-mail>;
 - 4) "E-Mail Address": http://en.wikipedia.org/wiki/E-mail_address;
 - 5) "log," logging" "login," and "logged": <http://en.wikipedia.org/wiki/Login>;
 - 6) "user" and "username": [http://en.wikipedia.org/wiki/User_\(computing\)](http://en.wikipedia.org/wiki/User_(computing));
 - 7) "password": <http://en.wikipedia.org/wiki/Password>;
 - 8) "mouse": [http://en.wikipedia.org/wiki/Mouse_\(computing\)](http://en.wikipedia.org/wiki/Mouse_(computing));
 - 9) "point-and-click": <http://en.wikipedia.org/wiki/Point-and-click>;
 - 10) "radio button": http://en.wikipedia.org/wiki/Radio_button;
 - 11) "button": [http://en.wikipedia.org/w/index.php?title=Button_\(computing\)](http://en.wikipedia.org/w/index.php?title=Button_(computing)); and,
 - 12) "hyperlink": <http://en.wikipedia.org/wiki/Hyperlink>.

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