

THIRD PARTY FUNDS RELEASE AUTHORIZATION FORM

_____ (“Merchant”) hereby requests First Funds, LLC (“FFL”) to distribute from the Purchase Price of Merchant Agreement Number # _____ (“Merchant Agreement”), which is pending approval with FFL, the following amount to the below identified Third Party: \$ _____ (“Release Amount”)

Third Party:

Legal Name: _____ Tel # :() _____

Address: _____

Bank’s Name: _____ ABA # _____ Acct.# _____

1. **Fund Release Terms:** Upon FFL approving and releasing (“Release Date”) the Purchase Price of the Merchant Agreement, Merchant directs FFL to tender to the Third Party the Release Amount.
2. **Payment Agent:** Merchant’s decision to re-direct all the Release Amount to above Third Party is solely Merchant’s decision. Merchant has requested FFL to act as Merchant’s payment agent and has irrevocably instructed FFL to make the payment to the Third Party.
3. **Merchant Agreement Price:** Merchant agrees that upon FFL’s payment of the Release Amount to Third Party, that FFL will be deemed to have tendered to Merchant the Release Amount, and that the Release Amount will be counted as having been paid by FFL to Merchant towards the Merchant Agreement’s Purchase Price.
4. **Merchant’s Assumption of Risk/Release of FFL:** Merchant is not relying upon any representations relating to FFL made by Third Party or person(s) marketing Third Party’s product(s) or services(s) (“Marketer”). Merchant has been and is hereby again instructed by FFL not to rely upon any representations Third Party or Marketer makes about FFL or FFL’s involvement with Third Party or Third Party’s product(s) or services(s). Merchant hereby releases and waives any claims against FFL arising from any representations made by Third Party or Marketer about FFL, FFL’s involvement with Third Party, or Third Party’s product(s) or services(s). Merchant acknowledges that the Merchant Agreement is wholly separate from, and unrelated to any agreement between Merchant and Third Party. Merchant has selected the good(s) or service(s) from Third Party independent of FFL, and not at FFL’s direction. Merchant hereby releases and waives any and all known and unknown claims against FFL arising from or relating in anyway to dealings between Merchant and Third Party or Marketer. Merchant’s obligations to FFL under the Merchant Agreement will continue unabated and unaffected by any dispute Merchant has now or in the future with Third Party or Marketer. Merchant agrees that any dispute that arises hereafter between Merchant and Third Party or Marketer will be handled by Merchant directly with Third Party or Marketer, and will not be grounds for release, termination, voiding, or breach by Merchant of the Merchant Agreement with FFL.
5. **Payment Transmittal Risk:** Merchant represents that the Third Party information at the top of this page was provided by Merchant to FFL, is complete and accurate, and FFL is under no duty to verify this information. Merchant assumes all risk of non-receipt by Third Party. FFL may wire the Release Amount to the bank account listed at the top of this page. FFL has no duty to verify receipt by Third Party. FFL has made no promises, representations or assurances to Merchant of the date of delivery of the Release Amount to Third Party. Merchant hereby releases

FFL from and agrees not to assert any and all claims arising from or relating to any alleged late, delayed, or non-delivery of the Release Amount to Third Party and/or receipt of the Release Amount by someone other than Third Party. FFL is authorized to communicate with Third Party about this Agreement, the Merchant Agreement, payment, and Merchant's status with FFL.

6. **FFL's Independent Status:** FFL is solely purchasing future credit card processor receivables from Merchant. FFL does not have a financial interest in Third Party or Third Party's transaction with Merchant. FFL does not receive any payment or commission from Third Party for the product(s) or service(s) being purchased by Merchant. FFL and Third Party are not agents for each other. FFL HAS NOT AND DOES NOT MAKE ANY REPRESENTATIONS, PROMISES, OR AGREEMENTS AS TO THE TRANSACTION, PRODUCT(S) OR SERVICES(S) THIRD PARTY IS TO PROVIDE TO MERCHANT. FFL HAS NOT AND DOES NOT MAKE ANY PROMISES OR REPRESENTATIONS OR WARRANTIES AS TO THE RESULTS OR EFFECTIVENESS OF THE PRODUCT(S) OR SERVICES(S) TO BE PROVIDED BY THIRD PARTY. FFL does not endorse or vouch for Third Party's product(s) or service(s).
7. **Entire Agreement:** This document in conjunction with the Merchant Agreement constitute the entire agreement between FFL and Merchant and supersede any and all prior discussions, understanding, or agreements relating to the Merchant Agreement, this Agreement, and FFL's actions vis-à-vis the Third Party or Marketer. This Agreement can only be modified by a written agreement signed by both Merchant and FFL.
8. **Balance of Purchase Price:** Any balance remaining in the Merchant Agreement's Purchase Price, after deducting the Release Amount, will be distributed by FFL to Merchant.
9. **Governing Law:** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.
10. **Consent to Jurisdiction:** ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY PARTY ARISING OUT OF OR RELATING HERETO, OR ANY OF THE OBLIGATIONS, SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND CITY OF NEW YORK. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH PARTY IRREVOCABLY (a) ACCEPTS GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS; AND (b) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS
11. **Waiver of Jury Trial:** FFL AND MERCHANT WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION OR PROCEEDING, ARISING OUT OF, OR RELATED TO THIS AGREEMENT, OR THE DEALINGS OR RELATIONSHIPS CONTEMPLATED HEREIN IN BETWEEN FFL, MERCHANT, AND/OR THIRD PARTY.

So Agreed to this ____ day of _____, 2000__.

Merchant's Signature: _____ Print Name: _____ Title: _____

[Witness to Merchant's Signature: _____]

First Funds, LLC: _____