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## **SETTLEMENT AGREEMENT AND RELEASE**

THIS SETTLEMENT AND RELEASE AGREEMENT (the “Settlement Agreement”) is entered into by and between [REDACTED]

[REDACTED] and United First, LLC (“Purchaser,” and referred to herein collectively with the Sellers as the “Parties”) on January 14, 2026 (the “Effective Date”).

WHEREAS, the parties entered into a Receivables Purchase agreement (the “Purchase Agreement”) on September 18, 2025 ;

WHEREAS, on or about 2025-12-08, Sellers defaulted under the terms of the Purchase Agreement and ceased making payments to Purchaser, leaving a balance of \$7,906.11 (the “Uncollected Purchased Amount”);

WHEREAS, the Parties wish to resolve the foregoing Outstanding Balance and Purchase Agreement;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Sellers shall pay to Purchaser the agreed settlement amount of \$5,534.28 (the “Settlement Amount”) through Stripe on 2026-01-14, as full and final satisfaction of the Uncollected Purchased Amount and Purchase Agreement by WIRE to "United First, LLC"
2. Time is of the essence with respect to the performance of the obligations set for in Section 1 above.
3. In the event of a default in any of the above payments, Purchaser or its attorneys will deliver a written Notice of Default to Sellers via email and, if such default is not cured within One (1) day of receipt of such Notice of Default, the full Uncollected Purchased Amount (\$7,906.11), minus the sum of payments tendered under this Settlement Agreement, shall become then due, and Purchaser shall have the right to immediately enforce Settlement Agreement and the Purchase Agreement.
4. Sellers hereby release and discharge Purchaser and its agents, representatives, officers, and employees (collectively, the “Purchaser Releasees”) from, and covenant not to sue the

Purchaser Releasees in connection with, any and all known or unknown, liquidated or unliquidated, matured or unmatured claims, causes of action, actions, suits, judgments, demands, damages, attorneys' fees, debts, liabilities, or controversies of any kind relating to the Purchase Agreement, and/or the Outstanding Balance.

5. Upon Sellers' fulfillment of its obligations hereunder and the clearance of all payments in accordance with the terms of this Settlement Agreement, Sellers and any applicable guarantor of the sums due under the Purchase Agreement shall be relieved of any such further liability.

6. Within five (5) business days after Sellers' fulfillment of its obligations hereunder and the clearance of all payments in accordance with the terms of this Settlement Agreement, Purchaser shall dismiss any legal actions initiated by Purchaser, terminate any and all UCC filings and liens previously filed by Purchaser against Sellers, and release any/all of Sellers' obligations to Purchaser pursuant to the Purchase Agreement, and Purchaser will so notify Sellers' attorney in writing.

7. Purchaser and Seller acknowledge and agree that they have had the opportunity to be represented by their own, independent legal counsel for the purpose of this Agreement and all ancillary documents relating to this Agreement and, therefore, no portion of this Agreement shall be construed against the drafter of this Agreement.

8. All obligations of each of the Sellers under this Agreement shall be joint and several.

9. Any legal suit, action, or proceeding arising out of or based upon or relating to this Agreement, shall be instituted in the Supreme Court of the State of New York in any and all counties within, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

10. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

11. The Sellers further agree to waive personal service of process and that service by electronic mail at [REDACTED] on behalf of the Sellers, of any process required by any such court will constitute valid and lawful service of process against them, without the necessity for service by any other means provided by statute or rule of court, but without invalidating service performed in accordance with such other provisions. Sellers' email and mailing address shall be presumed to be valid and current. If either address for service changes, Seller must promptly notify Purchaser otherwise the Parties agree that the email addresses provided shall be valid and effective for receipt of service of process.

12. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic

transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

THE UNDERSIGNED REPRESENT AND WARRANT THAT THEY HAVE READ THIS STIPULATED SETTLEMENT AGREEMENT IN ITS ENTIRETY AND HAVE THE FULL CAPACITY, POWER, AND AUTHORITY TO MAKE THIS AGREEMENT AS SET FORTH ABOVE, AND THAT NO OTHER REPRESENTATIONS OR INDUCEMENTS APART FROM THIS STIPULATED SETTLEMENT AGREEMENT, EITHER WRITTEN OR ORAL, HAVE BEEN MADE.

**Non-ACH Transaction Fee Disclaimer:**

• **Non-ACH Transaction Fee** - If a Merchant opts for a non-ACH payment method, they will be responsible for all associated costs or fees. These costs will increase the outstanding balance owed by the Merchant. By using a non-ACH payment method, the Merchant acknowledges and agrees to this potential balance increase.

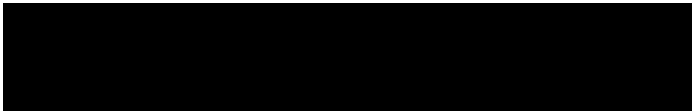
• **Insufficient Funds Fee** - In the event of a transaction (ACH or Non-ACH) failing due to insufficient funds, a \$44.00 fee will be charged for each failed transaction until default is declared. By proceeding with the transaction, the Merchant acknowledges and agrees to this fee in the event of insufficient funds."

**Wire Instruction:**

Bank Name: Chase Bank

Address: 187-15 Union Tpke, Flushing, NY 11366

Account Name: United First, LLC



**[SIGNATURES ON FOLLOWING PAGE]**

