

## VENDOR PROGRESS PAYMENT AGREEMENT

**Vendor Name:** \_\_\_\_\_

**Vendor Business Form (check one):**    **Corp**    **LLC**    **Partnership**    **Sole Proprietor**  
**For Sole Proprietorships or Partnerships, list Owner Name(s):**

\_\_\_\_\_

**Street Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Phone:**(\_\_\_\_) \_\_\_\_\_ **Fax:**(\_\_\_\_) \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

This document states the agreement (“Agreement”) concerning progress payments made under certain lease programs to be furnished by TimePayment Corp. (“TPC”) with its principal offices at 16 New England Executive Park, Suite 200, Burlington, MA 01803 and the above named Vendor referred to below as “You”, “Your” or “Vendor.” We agree as follows:

1. From time to time you will submit to TPC applications for lease credit approval concerning commercial equipment Your company sells. Authorization for approved applications expires 30 days from application entry date unless an extension is otherwise approved in writing by TPC. You shall perform such services on behalf of Your customer and not as an agent of TPC. Nothing in this Agreement shall be deemed to create a partnership or joint venture between You and TPC or constitute You as the agent of TPC. You agree not to act or represent yourself as, an agent, partner or joint venture of TPC, and you agree to disclose in writing and in oral sales presentations that the financing contract is with TPC and not with You. You have no authority to incur any obligations or to make any statements on behalf of TPC or alter the terms of the TPC contracts.

2. In order to facilitate the delivery of the Equipment provided by You to an approved TPC applicant (“Lessee”) who executes a Lease Agreement (“Lease”) with TPC, TPC will pay to You fifty percent (50%) of the purchase price and/or related charges (“progress payment”) for such Equipment in advance of the Commencement Date (as defined in each Lease), and TPC hereby agrees to make such progress payment to You upon the terms and conditions contained in this Agreement. TPC will pay to You the remaining fifty percent (50%) after verification by TPC that all the Equipment has been delivered to and unconditionally accepted by the Lessee under the Lease and verification that all documentation required by TPC in connection with the Lease has been provided and/or executed by the Lessee.

3. Within 90 days of a progress payment, TPC may cancel a Lease if (a) all the equipment has not been delivered and accepted by the Lessee under the lease for any reason; or (b) Lessee shall cancel its order for any of the Equipment or shall fail to unconditionally accept any of the Equipment upon delivery by You; or (c) any advance payment made by the Lessee under the lease agreement bounces; or (d) TPC is unable to verify delivery and/or perform a site inspection at the equipment location; or (e) TPC determines there is fraud, forgery or misrepresentation in connection with the Lease; or (f) You or the Lessee fail to provide properly executed, legible documentation as required by TPC in connection therein; or (g) Lessee’s credit score falls below guidelines established at time of Lessee’s application approval; or (h) You shall fail and/or be unable to deliver the Equipment, or to convey good and marketable title to the Equipment free and clear of all liens, claims, security interests, and encumbrances.

4. You shall be notified directly of a Lease cancellation either orally or in writing. If a Broker is acting on Your behalf, then oral or written notice by TPC to Your Broker of a Lease cancellation shall be deemed to be notice to You under this section.

5. In the event TPC cancels a Lease for the reasons set forth in section 3 above, then You shall be deemed to be in default under this Agreement and You shall pay to TPC, on DEMAND, an amount equal to the aggregate amount of all progress payments made by TPC to You in connection with a Lease, together with interest (from the date of issuance of such progress payment(s) by TPC to You) at a rate equal to the lesser of: 1.5% per month; or (b) the maximum interest rate allowable by law. In the event any amount due

hereunder is not paid on DEMAND, You agree to pay in addition to the amount due a late fee charge equal to fifteen percent (15%) of the past due amount, attorneys fees, court costs and other expenses incurred by TPC by reason of Your default. You acknowledge and agree that time is of the essence in the payment and performance of Your obligations due and owing under this Agreement. In the event You do not pay any amount when due, TPC may offset such amount due, or future amounts to become due, to You from TPC to satisfy your obligation.

6. You further agree that You will indemnify, defend and hold harmless TPC from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorneys' fees, of every kind and nature whatsoever, in any way arising out of, in connection with, or resulting from the manufacture, sale, and delivery of the Equipment, including the possession, use, operation or return of the Equipment in connection with any warranties or service arrangements provided by You.

7. "Personal Information" includes, but is not limited to, an individual's first name and last name or first initial and last name in combination with any one or more of the following: (a) Social Security Number; (b) Driver's license number or state-issued identification card number; (c) Financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account. You represent and warrant that You have undertaken reasonable safeguards consistent with industry standards and regulatory requirements to maintain the security and confidentiality of Personal Information. You assume full responsibility for any required notification pursuant to any rule of law in the unlikely event of an unauthorized disclosure, acquisition, or use of Personal Information by You.

**8. The parties hereby agree that this Agreement is made in, governed by, to be performed in, and shall be construed in accordance with the laws of the Commonwealth of Massachusetts. The undersigned hereby consents and submits to the exclusive jurisdiction of the Courts of the Commonwealth of Massachusetts and expressly agrees that any legal action or other proceeding arising out of or related to the parties obligations hereunder shall be brought in the courts of the Commonwealth of Massachusetts and expressly waive any objection to venue in any such courts. The parties further agree to waive any right to trial by jury so that trial shall be by and only to the court.**

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same Agreement. This Agreement may be executed by facsimile signature, which shall have the full force and effect as an original signature.

I have read and agree to the terms and conditions of this Agreement. I certify that I am an authorized signer for the Vendor listed above.

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

TPC Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_