

SAMPLE REVENUE PURCHASE AGREEMENT

This is a SAMPLE document written for education. It is not a real agreement, and the parties named in it are fictional.

This Revenue Purchase Agreement (the "Agreement") is made on June 2, 2026 between BRIGHTPATH SAMPLE FUNDING LLC (the "Purchaser") and SAMPLE BAKERY LLC (the "Merchant"). Sam Sample signs below as the owner of the Merchant and as the Guarantor.

1. Purchase and Sale of Future Receipts

Merchant sells, assigns and transfers to Purchaser the Specified Percentage of the proceeds of each future sale made by Merchant (the "Future Receipts") until Purchaser has received the Purchased Amount. This is a sale of Future Receipts and is not a loan.

2. Key Terms

Purchase Price: \$40,000.00

Purchased Amount: \$55,200.00

Specified Percentage: 12% of all Future Receipts

Daily Remittance: \$460.00 each business day

Origination Fee: \$1,200.00, deducted from the Purchase Price at funding

The Daily Remittance is a good-faith estimate of the Specified Percentage, based on the average monthly receipts of \$83,000.00 that Merchant stated in its application.

3. Remittance by Automatic Debit

Merchant authorizes Purchaser to debit the Daily Remittance from Merchant's business checking account by ACH each business day. Merchant will pay a fee of \$35.00 for each debit that is returned or rejected for insufficient funds.

4. Reconciliation

Merchant may request a reconciliation of the Daily Remittance once each calendar month by sending Purchaser a written request together with copies of Merchant's bank statements for the most recent month. Within five (5) business days of receiving the request, Purchaser will adjust the Daily Remittance so that the amount debited equals the Specified Percentage of the Future Receipts actually received by Merchant during that month. Any amount collected above the Specified Percentage will be credited to Merchant's account.

5. Merchant Promises

Merchant will not sell or assign its Future Receipts to any other party, or obtain any other merchant cash advance or financing secured by its receipts, without the prior written consent of Purchaser. Doing so is an Event of Default.

Merchant will keep the account named for the Daily Remittance open and will not change banks or block Purchaser's debits.

6. Events of Default

Each of the following is an Event of Default: (a) Merchant blocks, stops or reverses any Daily Remittance; (b) Merchant makes any false statement in its application; (c) Merchant sells its business or closes without notice to Purchaser; (d) four or more debits are returned for insufficient funds in any calendar month; or (e) Merchant breaks the promises in Section 5.

Upon an Event of Default, the full uncollected Purchased Amount becomes immediately due, plus a default fee of 25% of the uncollected Purchased Amount and Purchaser's attorney fees.

7. Personal Guarantee

Guarantor personally and unconditionally guarantees to Purchaser the Merchant's full performance of every obligation in this Agreement, including payment of all amounts due after an Event of Default.

8. Confession of Judgment

Merchant and Guarantor authorize any attorney to appear for them in any court of record and confess judgment against them in favor of Purchaser for the uncollected Purchased Amount, the default fee, costs and attorney fees, without prior notice or a hearing.

9. Security Interest

Merchant grants Purchaser a security interest in all of Merchant's accounts, receipts and inventory, and authorizes Purchaser to file a UCC-1 financing statement.

10. Governing Law, Venue and Arbitration

This Agreement is governed by the laws of the State of New York. Any dispute will be resolved by binding arbitration administered in Nassau County, New York, and Merchant waives any right to a jury trial or to join a class action.

11. Fees

Merchant will pay an Origination Fee of \$1,200.00 and a UCC filing fee of \$195.00, both deducted from the Purchase Price at funding.

Signed: BRIGHTPATH SAMPLE FUNDING LLC, by a fictional officer. SAMPLE BAKERY LLC, by Sam Sample, Owner. Sam Sample, Guarantor.