

DIRECTION AND CONSENT AND ASSIGNMENT AGREEMENT

This Direction and Consent and Assignment Agreement (this "Consent and Assignment") is made by and between TradeCard, Inc., a Delaware corporation ("TradeCard") and _____, a _____ corporation, having an address at _____ (the "Seller").

WHEREAS, Seller would like to obtain one or more of the financial services available on the TradeCard Platform (the "Platform") in connection with its transactions undertaken on the Platform;

WHEREAS, in connection with such financing(s), Seller has requested that TradeCard provide the provider of such financial services who is a registered provider of such services on the Platform (in each instance, the "Finance Provider") with access to certain information related to Seller and its transaction(s) currently maintained on the Platform;

WHEREAS, TradeCard has agreed to provide such access, subject to the terms and conditions set forth herein;

NOW, THEREFORE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE TRADECARD MEMBERSHIP AGREEMENT ("MEMBERSHIP AGREEMENT") OR TRADECARD PRIVACY POLICY, TRADECARD AND SELLER HEREBY AGREE AS FOLLOWS:

1. Capitalized terms not defined herein shall have the meaning set forth in the Membership Agreement, as amended from time to time. The Seller hereby acknowledges that this Consent and Assignment applies whenever a Finance Provider provides one or more financial services to the Seller.
2. Seller hereby directs TradeCard to provide Finance Provider with view-only access rights for the Seller's account on the Platform ("Access Rights"). Seller acknowledges that the Access Rights will entitle Finance Provider to view: a) all of Seller's transactions on the Platform, including general information regarding Seller's exposure to each Buyer for such transactions; and b) all relevant e-mail alerts that TradeCard sends to Seller pertaining to transactions that Finance Provider has financed. It is in the interest of the parties hereto that the Access Rights will not entitle Finance Provider to view personally identifiable information or company information collected in conjunction with Seller's initial registration and used solely for the purposes of facilitating the registration as a Member of the Platform. However, it is understood and agreed that, at such time as a Finance Provider provides financial services, TradeCard shall and is hereby instructed to deliver to Finance Provider the following information regarding Seller in TradeCard's possession:

company name, legal form, business identification number and the type of number, address, whether the premises is owned or rented, industry,

activity, number of years in business, issued capital, ending inventory, working capital, annual sales, net worth.

3. Upon Finance Provider's approval of export financing, import financing, early payment financing or any other financing product available on the Platform, Seller hereby assigns to Finance Provider, and directs TradeCard to instruct the Paying Agent to reroute to Finance Provider's designated account, all amounts that would have otherwise been due to the Seller for those Transactions (each such payment referred to as a "Rerouted Payment"). Upon Seller's receipt of funds from the Finance Provider following approval of an Import Financing in satisfaction of the Buyer's obligation to the Seller (less any fees due to TradeCard), Seller assigns to Finance Provider, and directs TradeCard to instruct the Paying Agent to reroute to Finance Provider's designated account, all amounts that would have otherwise been due to the Seller for those Transactions, including but not limited to payments from the Credit Protection Services Provider (each such payment referred to as a "Rerouted Payment").
4. In the event of a debit failure with respect to all or any portion of any Rerouted Payment, Seller hereby further consents and directs TradeCard to notify Finance Provider and the Credit Protection Services Provider of such event and to do all things necessary to cause all payments under the applicable credit protection services agreement with respect to such Transaction be paid to Finance Provider, either directly or via the Paying Agent, including but not limited to the preparation, execution and delivery on Seller's behalf of forms, certifications and other documents necessary to effect such payment. Seller hereby expressly agrees and acknowledges that the Rerouted Payment shall be the full amount due the Seller for such Transaction and that TradeCard shall have no liability to either Seller or Finance Provider in connection with the application of such proceeds by Finance Provider or any portion thereof which may be due the Seller.
5. As consideration for the financing proceeds paid to the Seller, except with respect to a debit reversal following the Paying Agent's payment to Finance Provider, Seller hereby irrevocably assigns to Finance Provider its right of payment from the Credit Protection Services Provider with respect to each Transaction financed by Finance Provider. Finance Provider, by acknowledging this Consent and Assignment below, hereby accepts such assignment. In connection with such assignment, Finance Provider acknowledges the following: (a) Finance Provider irrevocably appoints the Paying Agent as its agent to receive any and all payment due to it by the Credit Protection Services Provider; (b) the Credit Protection Services Provider will fully satisfy any and all of its payment obligations by direct payment to the Paying Agent of all sums due; (c) the Paying Agent shall be solely responsible for the allocation of such payments; (d) Finance Provider will not, in any event, acquire more rights against the Credit Protection Services Provider than the Seller may have under the applicable credit protection services agreement; and (e) Finance Provider shall have no rights in or to the receivable created as a result of any Transaction for which Finance Provider has received an

- assignment of right of payment by the Credit Protection Services Provider, subject to the terms and conditions of the applicable credit protection services agreement. Finance Provider further acknowledges that it shall not have any right of payment by the Credit Protection Services Provider as of its receipt from the Paying Agent of payment with respect to any Transaction.
6. Finance Provider further acknowledges that, with respect to any particular Transaction, it shall not have any further right of payment by the Credit Protection Services Provider as of its receipt from the Paying Agent of payment with respect to such Transaction.
 7. Seller hereby irrevocably consents to the directives set forth in Sections 2, 3 & 4 above.
 8. As consideration for the agreements set forth herein, Seller hereby releases TradeCard and its agents, subsidiaries, officers, directors, employees, successors and assigns from any and all claims known or unknown arising from or related to any action or omission of TradeCard in connection with this Consent and Assignment, including without limitation incorrect information provided to TradeCard pursuant hereto and/or Finance Provider 's refusal or other failure to fund any loan for any reason.
 9. Unless terminated earlier pursuant to the terms of this Consent and Assignment, the term of this Consent and Assignment shall be for one (1) year from the date hereof, and shall automatically renew for successive one-year terms thereafter. This Consent and Assignment may be terminated by either party upon thirty (30) days prior written notice; *provided, however*, that no such termination shall affect this Consent and Assignment with respect to Transactions which the Seller has agreed to finance with Finance Provider prior to the date of such termination or are otherwise in process.
 10. This Consent and Assignment may be amended only by an instrument in writing signed by all parties hereto.
 11. This Consent and Assignment shall be governed by and interpreted in all respects in accordance with the laws of the United States of America and the State of New York, without giving effect to the conflict-of-laws principles thereof and the parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement and consent to the jurisdiction of the courts of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Consent and Assignment to be executed by their respective officers thereunto duly authorized.

TRADECARD, INC.

_____ **(SELLER)**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____