

Master Services Agreement

This **Master Services Agreement** ("Agreement") is entered into by and between **Paymerang, LLC** ("Paymerang"), a Virginia limited liability company located at 7401 Beaufont Springs Drive, Ste. 300, Richmond, VA 23225 and **Cosley Foundation, INC.** located at 102 East Wesley Street in Wheaton, IL ("Client"), and is effective as of the date of execution by Client which is accepted by Paymerang (the "Effective Date"). Paymerang and the Client may each be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

WHEREAS, Client and Paymerang desire to enter into an agreement for Paymerang to provide vendor payment services and any additional digital services as the Parties agree to in separate statements of work (individually a "SOW" and collectively "SOWs").

The Parties hereby agree as follows:

All SOWs, attachments and exhibits to this Agreement (each an "Exhibit" and collectively, "Exhibits") are incorporated by reference herein and made a part of this Agreement as of the date of their respective effective dates. In the event of any conflict between the terms of an Exhibit and the terms contained in this Agreement, the terms in this Agreement shall control unless the Exhibit states that the Parties are modifying the terms of this Agreement, with specific reference to the section(s) of this Agreement to be modified. Any such modification shall be limited in application to the related Exhibit.

1. SERVICES PROVIDED

Paymerang agrees to perform the services for Client as described in one or more SOWs subject to the terms and conditions of this Agreement (the "Services"). Any changes made to any SOW shall be approved by both Parties in writing. The Parties may add additional services and products to this Agreement by amending in writing or executing a new SOW pertaining to such services or products which will be deemed to be incorporated into this Agreement as agreed to in writing or in any amendment. If requested, Paymerang may also provide data transition services at a mutually agreed upon price upon or in the event of the termination of this Agreement or any SOW, but such services are not included as part of the Services.

Paymerang's performance of the Services is contingent upon its satisfactory completion of Paymerang's due diligence process. Paymerang may decline to provide the Services in its sole and absolute discretion as a result of its due diligence investigation.

Paymerang represents and warrants: (i) that in providing the Services, Paymerang will employ a degree of skill and care that is consistent with industry standards as designated and set forth in any SOW; (ii) that Paymerang will complete an annual System and Organization Controls (SOC) attestation to demonstrate its commitment to internal controls as applicable to the Services provided; (iii) that the Services will not violate or infringe on any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any other Party; and (iv) that, with

respect to any software used in conjunction with the Services, Paymerang has all rights necessary to provide or use such software for the benefit of Client.

2. PAYMENT FOR SERVICES AND TAXES

Paymerang shall send billing statements to the Client according to the terms in each respective SOW. Payment of Paymerang's billing statements, and any late payment penalties, shall be governed by the applicable provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

Client, as an Illinois park district and unit of local government, is not subject to federal excise taxes or state occupation, sale, or use taxes. Accordingly, any billing statements issued under this Agreement shall exclude such taxes. Client shall provide Paymerang with evidence of its tax-exempt status upon request. Notwithstanding the foregoing, each Party is responsible for payment of required taxes based on its own income, taxes on property it owns or leases, or any business license fees required for its business.

3. TERM AND TERMINATION

The initial term of this Agreement ends one (1) year after this Agreement is executed by Client. The term of this Agreement will renew automatically for additional consecutive terms of one (1) year. At the beginning of any such renewal term, Paymerang may change the fees payable by Client to Paymerang. If Paymerang elects to change the fees payable by Client, Paymerang shall deliver to Client a revised SOW or modification document reflecting the change at least 120 days prior to any renewal term. In the event the term of a SOW extends beyond the expiration or termination of this Agreement, the terms and conditions of this Agreement shall continue to govern the SOW until such time as the SOW expires or is terminated.

Either Party may terminate this Agreement for any reason by providing ninety (90) days written notice to the other Party specifying the termination date of not less than ninety (90) days from the date of the notice.

However, either Party may terminate this Agreement immediately upon: (1) a breach by the other Party of any material term of this Agreement that is not cured within thirty (30) days after delivery to the defaulting Party of a reasonably detailed written notice explaining the default; (2) the initiation of insolvency or bankruptcy proceedings of the other Party; (3) the unauthorized assignment or transfer by the other Party of any of the obligations imposed hereunder; (4) receipt of a notice from any regulatory or governmental body or official that this Agreement is unlawful; or (5) the issuance of a regulatory agency formal cease and desist mandate that is not cured within sixty (60) days.

4. INSURANCE

Paymerang agrees to maintain commercial general liability insurance coverage, errors and omissions, employee theft, forgery, computer fraud, cyber security fraud, funds transfer fraud,

currency fraud, and credit card fraud, with minimum limits of \$1,000,000 per occurrence, with a reputable and financially responsible insurer with an A.M. best rating of "A" or above.

Upon request by the Client, Paymerang will provide a certificate of insurance for the insurance policies required by this Agreement. Client and its elected and appointed officials, officers, employees, agents, and volunteers shall be named as additional insureds on all insurance obtained by Paymerang by using endorsement CG 20 10 11 85 or equivalent.

All insurance coverage provided by Paymerang to Client shall be primary coverage as any insurance coverage potentially available to Client. Any insurance or self-insurance maintained by Client shall be excess of Paymerang's insurance and shall not contribute with it. Paymerang's Insurance Policies will provide coverage for its employees and independent contractors engaged to perform the services under this Agreement.

Paymerang acknowledges that failure to obtain such insurance on behalf of Client constitutes a material breach of this Agreement and subjects Paymerang to liability for damages, indemnification and all other legal remedies available to Client.

5. SECURITY

Subject to any Client obligations and requirements in this Agreement, including any SOW, Paymerang will maintain adequate security over Client information using commercially reasonable safeguards over the hardware, software, personnel and processes it uses to support the delivery of payments and related services to the Client.

Client is solely responsible for any technology, processes, or procedures necessary to secure Client's Internet connection, passwords, and any security tokens needed to access Paymerang's software and network, or to communicate with Paymerang under this Agreement.

6. CONFIDENTIALITY

The Parties anticipate that each Party may disclose confidential information to the other Party. The Parties therefore desire to establish terms governing the use and protection of certain information disclosed by one Party ("Owner") to the other Party ("Recipient").

"Confidential Information" means (i) the terms and conditions of this Agreement, (ii) non-public aspects of Paymerang's website and the operation thereof, Paymerang's technology, Paymerang's software and network, the Services, and Paymerang's business and technical information and data, (iii) Client data, and non-public aspects of Client's technology, computer programs, and business and technical information and data, and (iv) any information that either is disclosed in tangible form and marked confidential, or, if initially disclosed orally or visually, is identified as confidential at the time of disclosure and a written summary of such information is provided by Owner to Recipient within fifteen (15) days of the disclosure. "Confidential Information" shall not include information that: (i) is already in the possession or control of Recipient at the time of its disclosure; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient

from a third Party free to disclose it without obligation to Owner, (iv) is independently developed by Recipient without access to the Confidential Information as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by Owner.

Recipient may use Confidential Information of Owner only for the purposes of this Agreement, and may disclose such Confidential Information to third Parties only as may be reasonably required to perform Recipient's obligations under this Agreement or as required by law. Prior to such disclosure, Recipient shall notify Owner in writing of its intention to disclose such Confidential Information. Paymerang shall not be required to notify Client of its intention to disclose such Confidential Information or the terms of this Agreement to (i) The Bancorp Bank or any other financial institution Paymerang transacts business with; (ii) as reasonably necessary in furtherance of its obligations and performance under this Agreement, (iii) to any potential purchaser of Paymerang or its assets; or (iv) any governmental or regulatory body pursuant to a lawful subpoena or document request. Recipient shall otherwise protect Confidential Information from disclosure to others, using the degree of care reasonable under the circumstances to maintain the secrecy of the Confidential Information.

Notwithstanding the foregoing provisions of this Section, Client agrees that Paymerang may use Client's information for purposes other than performance of services in an aggregated, anonymized form, such that Client may not be identified and that such information and use in such a form shall not be considered Confidential Information of Client, but shall be considered Confidential Information of Paymerang. Client further agrees that it shall have no ownership or other right or interest in the foregoing aggregated, anonymized data.

The terms of this Section shall survive the expiration or termination of this Agreement.

7. PROPRIETARY RIGHTS

Ownership of any and all intellectual property of Paymerang, including the Paymerang software and network, the "Paymerang" trade name, all logos associated with the Services, and any formula, pattern, compilation, program, device, method, technique, or process of Paymerang (collectively, "Paymerang Property"), shall remain exclusively vested in and be the sole and exclusive property of Paymerang. No right or license is granted to Client to use the Paymerang Property, and Client agrees not to use the Paymerang Property during the term of this Agreement or after the expiration or earlier termination of this Agreement. From time to time, Paymerang may solicit feedback and ideas from Client in order to improve the Paymerang Services or software. Client hereby transfers and assigns to Paymerang any right Client may have to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information developed or generated by Client personnel that directly relate to the Services or the Paymerang software and network. All rights not expressly granted by Paymerang to Client under this Agreement are reserved.

8. RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be construed to create or constitute any employment, agency, partnership, franchise, respondeat superior, or joint venture arrangement by and between the Parties, and neither Party has the power or authority, express or implied, to obligate or bind the other. This Agreement is not intended to create any right, cause of action, or remedy of any nature whatsoever in any third Party as a beneficiary or otherwise.

9. INDEMNIFICATION

Paymerang and Client shall indemnify, defend, and hold the other Party, and its affiliates, directors, elected and appointed officials, officers, employees, volunteers, and agents harmless from and against any and all third Party claims, demands, damages, costs, expenses (including reasonable attorneys' fees), losses and liabilities incurred which directly arise out of or relate to (i) the indemnifying Party's breach of any material term of this Agreement; or (ii) any act or omission constituting gross negligence or willful misconduct of the indemnifying Party or the indemnifying Party's affiliates, directors, elected and appointed officials, officers, employees, volunteers, or agents.

10. ASSIGNMENT

This Agreement including any SOW may not be assigned or transferred by either Party without the prior written consent of the other Party, which permission shall not be unreasonably withheld. Any attempted assignment without such consent will be void. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement, in whole but not in part, without the other Party's permission, in connection with any merger, consolidation, sale of all or substantially all of the assigning Party's assets, or any other similar transaction, including assignment by law; provided, that the assignee: (a) provides prompt written notice of such assignment to the non-assigning Party; and (b) agrees to be bound by the terms and conditions of this Agreement. This Agreement is binding on the Parties and their respective successors and permitted assigns.

11. ENTIRE AGREEMENT

This Agreement and any SOWs and Exhibits hereto constitute the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

12. SEVERABILITY

In the event that any provision, or any portion thereof, of this Agreement and any SOWs or Exhibits are determined by competent judicial, legislative, or administrative authority to be prohibited by law, such provision or portion thereof shall be ineffective only to the extent of such prohibition, without invalidating the remaining provisions of the Agreement.

13. WAIVER

No delay in enforcement or extension of time or failure to exercise any right hereunder will be deemed to be a waiver of any right by any Party. No waiver of any earlier breach shall be construed as a waiver of a later breach. No waiver shall be effective unless the waiving Party approves such waiver in writing.

14. AMENDMENTS

This Agreement (including all SOWs and Exhibits) shall not be deemed or construed to be modified, amended, or waived, in whole or in part, except by a separate written agreement duly executed by the Parties to this Agreement.

15. GOVERNING LAW

This Agreement shall be governed and interpreted in accordance with the laws of the State of Illinois. Any litigation arising out of or relating to this Agreement shall be brought in the state courts of DuPage County, Illinois or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Illinois, and each of the Parties irrevocably submits to the exclusive jurisdiction of each such court in any such litigation, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the litigation shall be heard and determined only in any such court, and agrees not to bring any litigation arising out of or relating to this Agreement in any other court. **EACH PARTY EXPRESSLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

16. ATTORNEY'S FEES

If any Party commences legal proceedings for any relief against another Party arising out of or relating to this Agreement, the prevailing Party shall be entitled to an award of reasonable legal costs and expenses, including without limitation reasonable attorney's fees as determined by a court of competent jurisdiction.

17. INTERPRETATION; COUNTERPARTS

This Agreement is the result of negotiations between the Parties and is being signed after consultation by the Parties with their respective advisors and legal counsel. This Agreement will not be construed in favor or against any Party by reason of the extent to which any Party participated in the preparation of this Agreement. This Agreement may be executed by digital or Facsimile copy and in any number of counterparts, which shall be deemed the same as an original, and all of which taken together will constitute one single agreement between the Parties.

18. DISCLAIMER/LIMITATIONS

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, AND TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY (I) PUNITIVE, INDIRECT, INCIDENTAL, TREBLE, CONSEQUENTIAL, OR STATUTORY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (II) LOSS OF SAVINGS, PROFIT, DATA, USE,

OR GOODWILL; (III) BUSINESS INTERRUPTION; (IV) COSTS FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; OR (V) PERSONAL INJURY OR DEATH, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), OR OTHERWISE, AND EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES.

EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT CONSISTENT WITH APPLICABLE LAW, PAYMERANG DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, INCLUDING THOSE ARISING BY LAW, AND WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

19. FORCE MAJEURE

If either Party hereto shall be delayed in or prevented from the performance of any of its obligations under the Agreement due to a Force Majeure Event, then performance of such obligation shall be excused for the period of the delay and the period for the performance of any such obligation shall be extended for a period equivalent to the period of such delay; provided, however, that such Party has implemented and maintained procedures reasonably designed to avoid and mitigate the results of Force Majeure Events. "Force Majeure Event" as used hereunder shall mean a notifiable disease (as designated by the Center for Disease Control and Prevention), fire, terrorist act, natural calamity, war, mass rioting, act or order of government, labor dispute or other event beyond said Party's reasonable control which causes a delay or failure in regard to a Party's performance hereunder. "Force Majeure Event" shall not include financial inability unless caused by a Force Majeure Event. Should a Force Majeure Event last for more than sixty (60) days, the other Party may elect, upon notice, to terminate this Agreement immediately. If a Party shall be delayed or prevented from performing its obligations hereunder due to a Force Majeure Event, it may exercise its rights hereunder upon written notice to the other Party. Written notice of a Party's failure or delay in performance due to a Force Majeure Event must be given to the other Party no later than five (5) business days following the Force Majeure Event commencing, which notice shall describe the Force Majeure Event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by a Force Majeure Event shall be tolled for the duration of such force majeure. The Parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the Force Majeure Event ceases to exist.

Notwithstanding the forgoing, the Parties acknowledge, and have specifically bargained for in this Agreement, that Paymerang shall be responsible and obligated to perform all of its obligations under this Agreement in the event of any notifiable disease pandemic, including, but not limited to, the COVID-19 outbreak, and such events shall not fall within the definition of a Force Majeure Event under this Agreement or under law for the purposes of Paymerang's performance obligations under this Agreement, and Paymerang shall be required to fulfill and perform all of its duties and obligations in such event.

20. NOTICES

Each Party shall notify the other Party of any changes that would affect such other Party's payment files, system access, reports, or processing time frame. Any such notice shall be given in advance and within a commercially reasonable timeframe for the other Party to make changes. Any notification under this Section or this Agreement must be communicated in writing by certified or registered mail with a carbon copy by email as follows.

If to PAYMERANG, LLC:

Legal Department
7401 Beaufont Springs Drive, Ste 300
Richmond, VA 23225
Email: legal@paymerang.com

If to COSLEY FOUNDATION, INC.

Name: Michael Benard
Title: Secretary
Address: 102 E. Wesley St
City, State, Zip: Wheaton IL 60188
Email: Mbenard@Wheatonparks.org

With a copy to:

Ibrahim A. Moiz, General Counsel
Email: imoiz@paymerang.com

21. NO COLLUSION

Paymerang represents and certifies that (1) Paymerang is not barred from contracting with a unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Paymerang is contesting its liability for the tax or the amount of the tax in accordance with the procedures established by the appropriate revenue act; or (b) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Illinois Criminal Code of 1961 (720 ILCS 5/33E-1 et seq.); (2) all persons, firms, or corporations interested in this Agreement as principals have been those disclosed to Client prior to the execution of this Agreement; and (3) this Agreement is made by Paymerang without collusion with any other person, firm, or corporation. If at any time it shall be found that Paymerang has, in procuring this Agreement, colluded with any other person, firm, or corporation, then Paymerang shall be liable to Client for all loss or damage that Client may suffer, and this Agreement shall, at Client's option, be null and void.

22. CONFLICT OF INTEREST

Paymerang represents and certifies that, to the best of its knowledge, (1) no employee or agent of Client is personally or financially interested in the business of Paymerang or this Agreement; (2) as of the date of this Agreement neither Paymerang nor any person employed or associated with Paymerang has any personal or financial interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither Paymerang nor any person employed by or associated with Paymerang shall at any time during the term of this Agreement obtain or acquire any financial interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

23. NO WAIVER OF TORT IMMUNITY DEFENSES

Nothing contained in this Agreement shall constitute a waiver by Client of any right, privilege or defense available to Client under statutory or common law, including, but not limited to, the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq., as amended.

24. NON-DISCRIMINATION AND SEXUAL HARASSMENT POLICY

In all hiring or employment by Paymerang, pursuant to this Agreement, there shall be no discrimination against any employee or applicant for employment because of age, race, gender, creed, national origin, marital status, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification. Paymerang agrees that no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by, or resulting from, this Agreement. Paymerang certifies that it has a written Sexual Harassment Policy in full compliance with 775 ILCS 5/2-105(A)(4).

The Parties as evidence of their intent to be bound to the terms of this Agreement, hereby voluntarily affix their signatures below.

Agreed to:

PAYMERANG, LLC

By: 

Printed: Nasser Chanda

Title: Chief Executive Officer

Date: 2/3/2021

Agreed to:

COSKEY FOUNDATION, INC.

By: 

Printed: Michael Benard

Title: Secretary

Date: 3-5-2021

EIN: _____

[END OF SIGNATURES]

**Exhibit A (Vendor Payment Services)
Statement of Work**

This Statement of Work (SOW) is effective as of the date of execution by Client which is accepted by Paymerang (the "Effective Date"), by and between Paymerang, LLC ("Paymerang") and **Cosley Foundation, INC.** ("Client") pursuant to and governed by the MASTER SERVICES AGREEMENT (MSA) entered into between the aforementioned Parties, on the date of execution by Client and accepted by Paymerang (the "Agreement"), and is hereby made an exhibit thereof by reference herein. Any conflict or inconsistency between the provisions of the Agreement and this SOW shall be resolved by giving precedence first to the Agreement and then to the SOW. This SOW shall be non-binding and of no legal effect until signed by the duly authorized representatives of both Parties. Capitalized terms not otherwise defined in this SOW shall have the respective meanings given to them in the Agreement.

- A. WHEREAS, Paymerang (a third-Party payment processor) is in the business of providing electronic payment processing services.
- B. WHEREAS, Client desires to engage Paymerang to provide Client with electronic payment processing services, and other technology under the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1.0 SERVICES PROVIDED

Paymerang will provide for Client the vendor payment services ("Vendor Payment Services") described in Exhibit A-1 of this SOW attached hereto. All changes to the Vendor Payment Services as described in this Agreement, including in Exhibit A-1 of the SOW or any additional or special work provided to or for Client, must be priced separately and approved by both Parties in writing in advance. This SOW will automatically terminate in the event Client does not use and Paymerang does not provide the Vendor Payment Services for a period of twenty-four (24) months, such termination to be effective on the first business day after the expiration of such twenty-four (24) month period.

Either Party may terminate this SOW for any reason by providing ninety (90) days written notice to the other Party specifying the termination date of not less than ninety (90) days from the date of the notice.

However, either Party may terminate this SOW immediately upon: (1) a breach by the other Party of any material term of this SOW that is not cured within thirty (30) days after delivery to the defaulting Party of a reasonably detailed written notice explaining the default; (2) the initiation of insolvency or bankruptcy proceedings of the other Party; (3) the unauthorized assignment or transfer by the other Party of any of the obligations imposed hereunder; (4) receipt of a notice from any regulatory or governmental body or official that this SOW is unlawful; or (5) the issuance

of a regulatory agency formal cease and desist mandate that is not cured within sixty (60) days. The termination of this SOW shall not be deemed a termination of any other SOW or the MSA.

2.0 PAYMENT FOR VENDOR PAYMENT SERVICES

Paymerang and Client agree that Exhibit A-2 of this SOW attached hereto sets forth the Cash Rebate Rates that Client will earn and the fees payable by Client to Paymerang. Within sixty (60) days after the end of each given calendar quarter, Paymerang shall provide Client a reasonably detailed statement ("Quarterly Statement") showing the rebates earned by Client during such quarter ("Client Rebates") and the fees accrued and payable to Paymerang and others during such quarter ("Paymerang Fees").

If the Client Rebates exceed the Paymerang Fees, Paymerang shall pay the difference to Client promptly upon the delivery of the Quarterly Statement. If the Paymerang Fees exceed the Client Rebates (the "Amount Owed"), and the Client has processed a batch of payments with Paymerang within the last month, Paymerang will carry forward the Amount Owed to the next quarter until the rebates cover or offset the fees. If Client has not processed a batch of payments with Paymerang within the last month, Client shall pay to Paymerang the Amount Owed upon delivery of the Quarterly Statement or any final statement to Client. If Client terminates this Agreement, Client shall pay to Paymerang the Amount Owed upon delivery of the final statement to Client. If for any reason, Paymerang terminates this Agreement, Paymerang shall credit Client's account for the Amount Owed upon delivery of the final statement to Client.

3.0 RELIANCE ON CLIENT INSTRUCTIONS

Client shall provide to Paymerang instructions in writing or by data file(Instructions) as to which vendors Paymerang is authorized to pay on behalf of Client. Paymerang will rely on such Instructions until otherwise notified in writing.

Client is solely responsible for the content, timeliness and accuracy of all data input, sent to and then subsequently processed by Paymerang. Paymerang is not responsible for Client errors or any liabilities, losses, or damages that result from inaccurate, incomplete or incorrect Client Instructions, or for Instructions Paymerang cannot follow or complete in the ordinary and lawful performance of its obligations. In addition to any other indemnity and Client obligations, Client shall indemnify, defend and hold harmless Paymerang, its affiliates, directors, officers, employees and agents from and against any such claims liabilities, losses, or damages arising out of such errors, inaccuracies or incomplete instructions

Paymerang will process Client's work according to Client's Instructions and shall be responsible for correcting errors which are caused by Paymerang's equipment, or employees in the course of their work. Paymerang shall be responsible for any reasonable late payment fees assessed against Client

resulting from errors or omissions committed by Paymerang while making payments on Client's behalf.

Client will not use the Paymerang Solution for any payments which require compliance of HIPAA, STARK, or any other federal or state mandated privacy programs. This includes, but is not limited to, bonuses, awards, contests, insurance claims, payroll, benefits, retirement pay, or any payment which includes private personally identifiable information.

4.0 CARD PAYMENT EXCLUSIVITY; PROCESSING CRITERIA

a) AP Invoice Exclusivity:

Paymerang will invest a significant amount of resources, time, and effort to research Client's vendors, provide technical support, and establish Client's electronic payment and/or check printing. In consideration of such investment by Paymerang, and for other good and valuable consideration received, Client agrees not to use or process vendor invoice payments from the approved vendor list provided by Client, along with any new vendors added to the network after the service launch, with any other payment processing service provider during the term of this Agreement. Notwithstanding the foregoing restrictions, Client may use purchasing cards or P-Cards for up-front payments on purchases and for occasional invoice payments that may need to be expedited.

b) Card Payment Processing Criteria:

Paymerang's software uses "smart" technology that considers vendor card acceptance, the amount of payment, convenience fees, surcharges, and cash rebates earned to determine whether a payment is processed as a virtual card. Once a vendor has agreed to accept the "card" method of payment, (i) Client shall not authorize such vendor to cease accepting payments using "card" payment method and (ii) will refer such vendor to Paymerang for purposes of considering another method of payment. If Client has a contractual agreement with vendor to pay with a method other than "card", Paymerang will honor those special instructions contingent upon Client notifying Paymerang prior to adding the vendor to the Paymerang solution or provides written evidence that an agreement exists.

5.0 FUNDING AND PROCESSING OF PAYMENTS

Client will deposit funds from its bank account into a deposit account at The Bancorp Bank or such other financial institution ("Funding Account") as directed by Paymerang in an amount necessary to fund all payments that will be processed and cleared for settlement in accordance with Client's instructions. Client will deposit funds via wire if any batch of payments is greater than \$500,000. Client has an option to fund the batch via ACH credit, following NACHA rules, if the batch is less than \$500,000.

In the event of a batch funding error for any reason, Client agrees to provide immediate written and verbal notification to Paymerang and agrees to work with Paymerang associates to resolve the issue in the best interests of both parties. In the event Client processes ACH reversal after the batch is funded by Paymerang:

- a) Client shall wire the funds to Paymerang immediately to fund the batch.
- b) If the Client fails to wire the funds immediately (i) Paymerang will recall all the payments associated with the batch. If this recall causes Client's vendors to seek any kind of damages then Client shall reimburse Paymerang for any such damages or fees including reasonable attorney fees. (ii) In the event the funds are not wired immediately, Paymerang shall charge interest on the funds at the rate of 18% until the batch payment is paid in full.
- c) Paymerang shall cancel privilege of ACH credit funding for under \$500,000 in the future.

The Funding Account will be owned by The Bancorp Bank or such other financial institution used by Paymerang "for the benefit of" Paymerang's Clients. Paymerang will also maintain Card, ACH, and check clearing settlement accounts ("Settlement Accounts"), that will be owned by The Bancorp Bank or such other financial institution used by Paymerang "for the benefit of" Paymerang's Clients. Funds deposited into the Funding Account and transferred into Settlement Accounts may be comingled with other clients' payment funds and Client shall not receive interest on any funds held in the Funding Account or the Settlement Accounts. Client shall maintain an undivided ownership interest in its funds deposited in the Funding Account and Settlement Accounts until payments are processed and settled according to Client's Instructions.

Payments issued by Paymerang that are not negotiated by the payee thereof are considered stale ninety (90) days after the date they are issued and will be refunded promptly to Client, with Paymerang having no further responsibility for the payment of such amount to the payee. Paymerang shall under no circumstances be required to use its own funds or assets to pay any vendors of Client, and nothing in this Agreement shall be interpreted to require any such action or impose any such obligation upon Paymerang.

6.0 APPLICABLE STANDARDS

Paymerang and Client represent and warrant that the performance of their obligations and the provisions and use of Vendor Payment Services hereunder will comply with standards associated with National Automated Clearing House (NACHA or ACH Rules), Office of Foreign Assets Control (OFAC), Payment Card Industry Data Security Standard (PCI DSS), and Article 4A of the Uniform Commercial Code. Paymerang and Client warrant that they will comply with, and not violate the laws, rules and regulations of the United States of America, as applicable in the performance of this Agreement. Client acknowledges and agrees that Paymerang shall have the right to audit Client's compliance with this Agreement, including the above-referenced standards, and that Paymerang shall have the right to suspend or terminate execution of any payment instructions immediately upon receiving notice of any breach by Client of this Agreement or the applicable standards, laws, rules or regulations.

7.0 DISCLAIMER/LIMITATIONS

The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

PAYMERANG SHALL PROCURE AND MAINTAIN INSURANCE POLICIES WITH SUCH COVERAGES AND IN SUCH AMOUNTS AND FOR SUCH PERIOD OF TIME AS REQUIRED BY AND SET FORTH IN THIS AGREEMENT. CLIENT HEREBY AGREES THAT PAYMERANG'S MAXIMUM AND TOTAL LIABILITY TO CLIENT FOR ANY INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF OR RELATING TO PAYMERANG'S BREACH OF THIS AGREEMENT INCLUDING FOR WORK PERFORMED HEREUNDER FOR CLIENT SHALL NOT EXCEED THE TOTAL SUM PAID ON BEHALF OF OR TO PAYMERANG BY PAYMERANG'S INSURERS IN SETTLEMENT OR SATISFACTION OF SUCH BREACHES UNDER THE TERMS AND CONDITIONS OF PAYMERANG'S INSURANCE POLICIES APPLICABLE THERETO. IF NO SUCH INSURANCE COVERAGE PAYMENT IS PROVIDED WITH RESPECT TO SUCH BREACHES, THEN PAYMERANG'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL SUCH UNINSURED BREACHES SHALL NOT EXCEED THE TOTAL AMOUNT OF ACTUAL FEES PAID TO CLIENT FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO CLIENT'S CLAIMS, LOSSES, EXPENSES OR DAMAGES, OR \$25,000, WHICHEVER IS GREATER.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, TREBLE, CONSEQUENTIAL, STATUTORY OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT.

EXCEPT AS OTHERWISE SET FORTH HEREIN, AND TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, PAYMERANG DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, OR REPRESENTATIONS OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

8.0 CLIENT ADMINISTRATOR

Client shall designate a Client Administrator(s) who can add, delete, or change user permissions in the Paymerang solution. The Client Administrator(s) shall also provide information necessary to complete the implementation of and performance of the Vendor Payment Services. Paymerang is authorized to rely on any information or directions received from the Client Administrator(s).

The Parties as evidence of their intent to be bound to the terms of this Agreement, hereby voluntarily affix their signatures below.

Agreed to:

PAYMERANG, LLC

By: 

Printed: Nasser Chanda

Title: Chief Executive Officer

Date: 2/3/2021

Agreed to:

COSLEY FOUNDATION, INC.

By: 

Printed: Michael Bernard

Title: Secretary

Date: 2/5/2021

EIN: _____

[END OF SIGNATURES]

EXHIBIT A-1
PAYMERANG AND CLIENT OBLIGATIONS

Paymerang Obligations:

- a) One time set up and data mapping as part of implementation fee.
- b) Processing, settlement, and reconciliation of payments to Paymerang approved payees.
- c) Processing, settlement, and delivery of payment details for all vendor payments
 - i) ACH payments post to vendor bank account next business day after processing
 - ii) Checks printed and mailed within 24 hours of processing
 - iii) Virtual Visa cards loaded on day processed and delivered within 72 hours
- d) 24x7 access to the Paymerang payments solution except during software maintenance periods.
- e) In the event of service disruption for more than 24 hours Paymerang will make every attempt to contact Client about the outage. Paymerang will provide expected service resolution time and notify Client once system is restored.
- f) Client support between the hours of 9:00AM and 5:00PM Eastern Time, Monday through Friday, with the exception of Federal Reserve Bank Holidays
- g) Commercially reasonable efforts to promptly refund stale dated check and unused card funds.

Client Obligations:

- a) Assign an administrator and manage users on the Paymerang solution
- b) Submit batches and wire funding at least one (1) hour prior to scheduled processing times of 10:00AM and 3:30PM Eastern time. The scheduled processing time may vary around holidays.
- c) Provide sufficient remittance information for payment(s) to be accepted by supplier
- d) Client agrees to use our support email address support@paymerang.com whenever possible to resolve payment inquiries, payment import issues, and business address changes.

EXHIBIT A-2**COSLEY FOUNDATION, INC.**

Cash Rebate Rates	90 basis point per every card dollar settled
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Paymerang Fees	Price
Implementation Fee	\$3,500 — Waived if 1 st batch processed within 90 days of kick off call
ACH Processed	\$0.75 each, includes enrollment/remittance
Card Processed	\$3.50 each
Checks Processed	\$3.50 each, includes postage
Stop Payment/Expedited Payment	\$20 each
Security Tokens	3 tokens free with implementation. \$50 each for any additional token
Troubleshooting Payment File Errors	\$225 per hour-Upon Client Approved Statement of Work (SOW)

