

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement") is between Business Recovery Services, Inc., a California corporation doing business as BANK UP CORPORATION ("Bank Up Corporation"), whose principal office is at 1301 Marina Village Parkway, Suite 250, Alameda, California 94501, and Customer.

Customer: City of Hallandale Beach

Customer Address:

Effective Date: September 1, 2019

Initial Expiration Date: August 31, 2022

1. SERVICES. Bank Up Corporation agrees to furnish selected services as more fully described in this Agreement, the Scope of Services attached as "Exhibit A" and made a part of this Agreement, (the "Service(s)"). The terms of the Services may be supplemented, deleted, or otherwise revised by Bank Up Corporation from time to time, following written consent of an authorized representative of Customer ("Service Revision"). Bank Up Corporation will notify Customer of Service Revisions at least twenty (20) days before Service Revisions take effect. Customer may accept a Service Revision by giving written notice of the acceptance to Bank Up Corporation within ten (10) days of receiving notice of a Service Revision. Upon reasonable request and in a mutually acceptable form, Bank Up Corporation will provide Customer reasonable access to business records relating to Bank Up Corporation's performance of the Services.

2. THIRD PARTY SERVICE PROVIDERS. Bank Up Corporation may provide the Services in cooperation with a third-party service or product provider (a "Service Provider") such as a software vendor or storage facility. If so, Bank Up Corporation will have entered into a separate arrangement with the Service Provider for this purpose (a "Bank Up Corporation-Service Provider Agreement"), subject to prior written consent of the City. Bank Up does not currently utilize any offshore third party service providers; however, Bank Up agrees to notify Customer if the third party service provider is located off shore and/or services will be performed off shore at least twenty (20) days prior to entering into an arrangement with the Service Provider, or otherwise providing any third party service provider with access to Customer information. Customer agrees that it is not a third-party beneficiary under any Bank Up Corporation-Service Provider Agreement and, unless otherwise provided in the Services Addenda, no provision in a Bank Up Corporation-Service Provider Agreement will be considered part of this Agreement. Customer agrees that Bank Up Corporation has the exclusive right to manage the Service and that Customer will not give any direct instructions to or otherwise inquire about the Service Provider. Customer agrees however, to provide such additional documentation and written authorizations that Service Provider may reasonably request from time to time and Customer authorizes Bank Up Corporation to share information about Customer and its customers, in compliance with all applicable laws including without limitation privacy protection laws, and the terms of this Agreement, with the Service Provider. References in this Agreement to "Bank Up Corporation" shall be deemed to include or refer to any Service Provider which provides services hereunder from time to time. Bank Up Corporation agrees to monitor the service providers in order to confirm that they have satisfied all obligations required of Bank Up Corporation in providing these services. As part of this monitoring, Customer may review documents including, but not limited to,

contracts, audits, summaries of test results or other equivalent evaluations of its service providers.

3. TERM OF AGREEMENT. Unless specifically modified by a Service Addendum and/or Schedule of Fees with respect to a particular Service, this Agreement shall be effective as of the Effective Date set forth above and continue in effect for thirty-six (36) months. Bank Up Corporation agrees that pricing of any renewal will not increase by more than the current CPI. In the event that no such notice is received by 120 days before such end of term, then the Agreement will renew for thirty-six months.

4. EARLY TERMINATION. Either party to this Agreement may terminate this Agreement for a material and ongoing breach (1) after giving written, specific notice of the material and ongoing breach, (2) after allowing thirty (30) days for the breach to be cured, and (3) upon the failure of the breaching party to cure the breach identified in the notice or financial insolvency. In the event of a breach that materially impedes Customer's receipt of payments for more than three days, Customer may suspend the Services until Bank Up cures the breach. Bank Up Corporation may elect to terminate the Services immediately upon any failure by Customer to make timely payment of amounts due under Paragraph 5 or if Customer declines to consent to a proposed third-party contractor under Paragraph 2 that Bank Up deems necessary for security, regulatory, technical, or other reasons.

5. PAYMENT OF FEES AND COSTS. Customer agrees to pay the fees and costs set forth in the Schedule of Fees Addendum attached as "Exhibit B" and made a part of this Agreement (the "Schedule of Fees"). The Schedule of Fees may also be modified by Bank Up Corporation from time to time, following written consent of an authorized representative of Customer ("Fees Revisions"). Bank Up Corporation will notify Customer of Fees Revisions at least sixty (60) days before Fees Revisions is schedule to take effect. Customer may accept Fees Revisions by giving written notice of the acceptance to Bank Up Corporation within ten (10) days of receiving notice of a Fees Revision.

6. ORGANIZATION OF CUSTOMER. Customer represents and warrants that it is the type of entity identified above and that Customer has been duly organized and is in good standing in the state of California.

7. POWER AND AUTHORITY. Customer represents and warrants that it has full power and authority to execute and enter into this Agreement and that this Agreement, when executed, will become a binding obligation of Customer, enforceable in accordance with its terms.

8. PROTECTION OF PROPRIETARY INFORMATION. Customer acknowledges that the Services, including but not limited to the terms of this Agreement, the methodology and technology by and through which Bank Up Corporation performs the Services, all programming material, including but not limited to source codes, documentation, and magnetic media, specifications, or other material furnished by Bank Up Corporation to Customer, and any manuals, instructional materials, periodic bulletins or communications from Bank Up Corporation to the Customer in connection with the Services (the "Bank Up Corporation Proprietary Information") are trade secrets of Bank Up Corporation and shall remain the confidential and proprietary property of Bank Up Corporation. Customer agrees to continue to treat the Bank Up Corporation Proprietary Information as the confidential and proprietary property of Bank Up Corporation and shall acquire no rights to the Bank Up Corporation Proprietary Information except to

use such information solely for the purpose of Services and only for the period that Customer is receiving Services under this Agreement. All such programs and other materials supplied directly or indirectly by Bank Up Corporation shall be received by Customer in confidence. Customer shall not use or cause to be used any such information for the benefit of any other party, shall not copy, duplicate for any purpose whatsoever nor sell, rent, loan, disclose or otherwise communicate or make available any such information or any part or modification thereof to any other person and shall take all steps necessary to maintain the confidentiality of it. Customer covenants that it will not disclose to any third party any of the Bank Up Corporation Proprietary Information.

9. DAMAGES FOR BREACH OF NON-DISCLOSURE COVENANT. [Intentionally Deleted.]

10. COMPLIANCE WITH LAWS. Each of Bank Up Corporation and Customer shall at all times remain in compliance with all state, federal and local laws and with the orders, regulations or directives of any governmental agency having jurisdiction with respect to any matter relating in any way to the Services.

11. CUSTOMER INDEMNIFICATION OF BANK UP CORPORATION. In addition to any specific obligations set forth in the Service Addenda with respect to a particular Service, Customer agrees to defend, indemnify and hold Bank Up Corporation, its employees, shareholders, directors, affiliates, agents and contractors (collectively, the "Bank Up Corporation Parties") harmless from any claim, debt, demand, liability or cause of action asserted against any of the Bank Up Corporation Parties that arises in whole out of the grossly negligent or intentional act or omission of Customer or of its employees, shareholders, directors, affiliates, agents or contractors (collectively, the "Customer Parties") with respect to the Services, breach by Customer of the non-disclosure covenant, or Customer's failure to comply with any law or regulation applicable to Customer, including but not limited to the USA Patriot Act and the Bank Secrecy Act.

12. BANK UP CORPORATION INDEMNIFICATION OF CUSTOMER. Bank Up Corporation agrees to defend, indemnify and hold the Customer Parties harmless from any claim, debt, demand, liability or cause of action asserted against any of the Customer Parties arising solely out of Bank Up Corporation's gross negligence or willful misconduct in the performance of its obligations under this Agreement.

13. LIMITATION ON BANK UP CORPORATION LIABILITY. Customer acknowledges that the fees charged for the Services are small when compared to the dollar volume of business conducted by Customer. Therefore, notwithstanding anything to the contrary in Paragraph 12, except in the event of Bank Up Corporation's gross negligence or willful misconduct, damages payable by Bank Up Corporation to Customer in connection with any loss or damage sustained by Customer shall be strictly limited to a refund to Customer of the fees and charges paid by Customer to Bank Up Corporation in the forty-five (45) day period preceding the date of the alleged loss. Bank Up Corporation shall in no event be liable to any of the Customer Parties, or any customer of any of the Customer Parties, for any loss or damage arising directly or indirectly from an interruption in the Services from any cause other than Bank Up Corporation's gross negligence or willful misconduct. Bank Up Corporation shall in no event be liable for special, exemplary or punitive damages, or loss of profits. Customer acknowledges that the fees charged for the Services have been established in reliance on these limitations of liability.

13. LOST, DESTROYED AND MISPLACED ITEMS. Customer agrees to assist Bank Up Corporation in obtaining replacement of any lost, destroyed or misplaced items (checks, remittance documents or other documents).

14. NO WARRANTY. Except as specifically set forth in this Agreement, Bank Up Corporation makes no representation or warranty whatsoever, express or implied, including but not limited to any

warranty of merchantability or fitness for a particular purpose, with respect to the Services.

15. CONFIDENTIAL NON-PUBLIC PERSONAL INFORMATION ACKNOWLEDGEMENT. Bank Up Corporation acknowledges that in the course of the performance of its obligations under the Service Addenda, Bank Up Corporation may be required to maintain, process or otherwise come into the possession of non-public personal information of Customer, its customers, and third parties, including without limitation information related to customer lists, customer names, customer addresses, business strategies, pricing, and all other confidential, proprietary, and sensitive information of Customer and its customers whether in paper, electronic or other form, maintained by or on behalf of the Customer (the "Confidential Information"). Bank Up shall use commercially reasonable efforts to safeguard the confidentiality of Confidential Information furnished in connection with this Agreement or otherwise obtained in the provision of the Services such that the Confidential Information is not disclosed to any person or entity and shall not, directly or indirectly, copy, duplicate, disclose or otherwise use any such Confidential Information other than as required to perform Services under this Agreement. Bank Up Corporation further acknowledges that state and federal law limits Bank Up Corporation's use or disclosure of such information except to the extent necessary to perform its obligations under the Service Addenda or as otherwise required by law.

16. AGREEMENTS TO MAINTAIN CONFIDENTIAL INFORMATION. Bank Up Corporation agrees to maintain the confidentiality of the Confidential Information as required by any applicable law, including, but not limited to, the Gramm-Leach-Bliley Act, and the rules and regulations promulgated there under and to take all necessary steps to ensure that, to the extent any such Confidential Information is communicated to Bank Up Corporation, such communication occurs in compliance with applicable law and in a manner that will maintain the confidentiality of the Confidential Information. In the event that Bank Up Corporation employs subcontractors or agents to perform any aspect of the Services, Bank Up Corporation will ensure that such subcontractors and agents also comply with all such requirements. Bank Up Corporation will require a Service Provider in the Bank Up Corporation-Service Provider Agreement to conform to Bank Up Corporation's standards regarding the safeguarding of Confidential Information and to allow Bank Up to audit them for compliance with these standards. Bank Up Corporation shall promptly investigate any security breach to determine whether such incident has resulted in or is likely to involve Confidential Information or result in misuse of Non-Public Information (NPI). Without limiting the foregoing, Bank Up Corporation shall notify Customer promptly under the circumstances, however no later than the first of (i) as required by law or (ii) two (2) business days after discovering such event, of any unauthorized access or breach of system security, unauthorized access of Confidential Information or misuse of Confidential information by an employee, agent or subcontractor with access to such information. Bank Up Corporation agrees to take all actions reasonable under the circumstances necessary to immediately prevent continued risk exposure to Confidential Information.

17. ASSIGNMENT. Neither Bank Up Corporation nor Customer may assign its rights or obligations under this Agreement without obtaining prior written consent of the other party, which consent shall not unreasonably be withheld, except that Bank Up Corporation may assign its contract rights under this Agreement without consent as collateral in connection with financing obtained by Bank Up Corporation.

18. GOVERNING LAW. This Services Agreement, and the rights and obligations between the parties hereto, will be governed by the internal laws of the State of Florida. If any provision of this Agreement conflicts with any present or future provision of applicable law which by law may not be varied by agreement, then such provision

of this Agreement will be deemed to be modified to the minimum extent necessary to comply with applicable law.

19. VENUE. The parties agree that any suit or proceeding in connection with, arising out of or relating to the Services Agreement shall be instituted only in a court (whether federal or state) located in the State of Florida, and the Parties, for the purpose of any such suit or proceeding, irrevocably agree and submit to the personal and subject matter jurisdiction and venue of any such court in any such suit or proceeding, except that proceedings to enforce any ruling or judgment of such Court may be brought in any jurisdiction in which the defending party has assets or is otherwise subject to jurisdiction.

20. WAIVER. Waiver by either party of any breach or default of any provision in this Agreement shall not be construed as a waiver of any other term or condition or of any subsequent breach or default.

21. FINAL AGREEMENT. This Agreement supersedes all prior proposals, representations and agreements, oral and written, all previous negotiations and all other communications or understandings between Bank Up Corporation and Customer with respect to the subject matter of this Agreement. This Agreement may not be modified except by a writing signed by an authorized representative of the party to be bound thereby. This Agreement may be executed in counterparts, each of which shall be deemed an original and legally enforceable document but all of which together shall constitute the same agreement.

22. INDEPENDENT CONTRACTOR. The relationship of Bank Up Corporation to the Customer created by this Agreement is that of an independent contractor, and nothing in this Agreement shall be construed as constituting a partnership, joint venture, employer/employee relationship, or general agency between Bank Up Corporation and the Customer. Neither this Agreement nor any of the activities contemplated hereby shall be deemed to create any fiduciary relationship between Bank Up Corporation and Customer. Bank Up Corporation shall have the sole right to supervise, manage, control, and direct, assign or delegate performance of the Services. From time to time, Bank Up Corporation, as an independent contractor to Customer, may utilize additional service providers as part of the solution being provided to Customer.

23. EXCLUSIVITY. Customer agrees that Bank Up Corporation shall be the sole and exclusive provider to Customer of the Services. During the term of this Agreement.

24. NOTICES. All notices or other communications or notices required under this Agreement shall be given to the parties in writing, addressed to the President at the address of the parties noted on page 1 as follows: (a) by registered or certified United States mail, return receipt requested and postage prepaid, or to such other addresses as the parties may substitute by written notice; or (b) by hand delivery, including courier service delivery to such addresses; or (c) by facsimile machine transmission. Such notices shall be deemed duly given either three (3) calendar days after the date of mailing as described above, or one (1) calendar day after being given to an express courier or when sent by a facsimile and receipt confirmed.

25. INSURANCE. Bank Up Corporation will maintain during the Term of this Agreement such insurance policies/coverage and limits typically maintained by a reasonable party within Bank Up Corporation's industry from insurance carriers rated "A" or higher. Customer will be designated an Additional Insured.

26. PUBLICITY; SERVICE MARKS, TRADEMARKS, NAMES AND LOGOS. The parties shall consult with each other in preparing any press release that mentions or implies a relationship or names the other party in any way ("Press Release"). Neither party shall issue or

cause the publication of any such Press Release without the prior written consent of the other party, except that nothing herein will prohibit either party from issuing or causing publication of any such Press Release to the extent that such action is required by applicable law or the rules of any national stock exchange applicable to such party or its Affiliates, in which case the party wishing to make such disclosure, will if practicable under the circumstances, notify the other party of the proposed time of issuance of such Press Release and consult with and allow the other party reasonable time to comment on such Press Release in advance of its issuance. Neither party may use a service mark, the name or logo of the other party or its Affiliates for promotion or any other purpose without the party's prior written consent. Any request for such consent shall be in writing and shall include samples of or designs for the proposed use.

27. ATTORNEYS' FEES. In case of suit, arbitration or any other alternative dispute resolution proceeding or employment of any attorney to enforce or interpret the terms of this Agreement, the prevailing party as determined by the judge or trier of fact shall be entitled to all costs and reasonable attorneys' fees.

28. SECURITY. Bank Up shall establish and maintain appropriate industry standards for physical, electronic and procedural controls and safeguards designed to protect the security of its systems used to provide in respect to the Services and Confidential Information. Such controls and safeguards shall be established and maintained in accordance with security policies, as they may be amended from time to time.

29. INTERPRETATION. Any rule of law that could require interpretation of any ambiguities against the drafter is inapplicable and is hereby waived. This Agreement shall be deemed to be drafted by each party. No provision shall be interpreted for or against any party because that party or its attorney drafted that provision.

WHEREUPON, this Agreement is entered into as of the date first above written by:

Bank Up Corporation

Signature: _____

By: _____

Title: _____

Hallandale Beach, Florida

Signature: _____

By: _____

Title: _____

Please print



COUNTY CITY OF HALLANDALE BEACH, FL

**Exhibit A
SCOPE OF SERVICES**

Bank Up Corporation will act as a non-depository agent for Hallandale Beach for the purpose of acceptance and processing of remittance items. Bank Up will receive daily deliveries by courier of various payments to be processed. Payments will be processed according to commercially acceptable standards which include, but are not limited to record keeping, security and safety.

This solution incorporates the following services:

1. Bank Up will provide a lockbox processing solution wherein Hallandale Beach will direct payments to a pre-assigned lockbox at the USPS Regional Post Office in Miami, FL (or other USPS location determined by Bank Up Corporation, contracted to Hallandale Beach or its customers. All mail will be picked up by bonded courier each morning at 8AM and delivered to the Bank Up Regional Processing Center in Miami, FL before 9AM.
2. Bank Up will extract, scan and process all coupons/checks and electronically process each payment according to the parameters assigned by Hallandale Beach. Bank Up will utilize its proprietary payment processing solution, FLEXRPS, a proven, comprehensive remittance processing platform. Bank Up utilizes this platform to process transactions in all of its lockbox operations and for the Company's extensive in-house system customers.
3. Bank Up will prepare a daily payment file with posting data and transmit to Hallandale Beach each day by 3PM EST. Bank Up will deliver files to Hallandale Beach using the transmission protocol and software provided by Hallandale Beach.
4. Bank Up will also send to Hallandale Beach's depository bank, ~~Suntrust~~, a daily Check 21 Image Cash Letter posting file with all check images representing all work processed each day. Bank Up will deliver this posting file to US Bank to meet the required Bank cut-off time for same-day deposits.
5. Bank Up will provide a daily Deposit Detail Report to Hallandale Beach upon completion of each day's processing. Other reports available from the Bank Up system will also be made available to Hallandale Beach.
6. Bank Up will resolve exception items in accordance with instructions, either in writing or orally, by Hallandale Beach utilizing Bank Up's Online Exception Decisioning Module.
7. Bank Up Corporation will provide Tier 1 toll-free support for Hallandale Beach. Level 1 support includes assisting Hallandale Beach with all reasonable problem determination and troubleshooting over the phone, as well as engineering support for changes to the processing services or resolution of technical problems. Bank Up will provide a dedicated support individual and customer support to Hallandale Beach weekdays from 8AM until 6PM EST, excluding Federal holidays. Customer support at another time will be based on the severity of the problem. Bank Up maintains support after regular business hours as needed via its 24x7 toll free support number in the event Hallandale Beach needs to invoke incident management resources.



~~COUNTY~~ CITY OF HALLANDALE BEACH, FL

8. Bank Up Corporation will assign a Senior Customer Support Team consisting of the Company's Director of Technical Services and Customer Service Manager to coordinate the implementation of the Bank Up lockbox solution for Hallandale Beach. These individuals will provide Hallandale Beach with an Implementation Plan as well as providing ongoing technical and customer service support as required. The Implementation Plan will include all aspects of the installation of the Bank Up Remittance Processing solution. Included in this plan will be the operations and technical coordination between Bank Up Corporation and Hallandale Beach.
9. Bank Up Corporation will work with Paymentus to provide payment data for consolidated reporting in Paymentus's reporting dashboard in addition to posting payments in the Hallandale Beach CIS system.

BANK UP CORPORATION
LOCKBOX PRICING



LOCKBOX SERVICE	BASIS	FEE
Implementation Fee	One Time	Waived
Transaction Fee - automated with OCR scan line	Per transaction	\$0.26
Check Only	Per check	\$0.26
Check & List	Greater of per check or stub	\$0.26
Exception Items – non-automated without OCR scan line includes access to Bank Up Online Exception Decisioning Module	Plus Transaction Fee	\$0.07
Electronic Daily Check Deposit to Depository Bank	Per check	\$0.02
Check Storage and Secure Destruction	Per Check	\$0.003
Daily Payment File Transmission to Vertex CIS	Per Month	\$75.00
Customer Service Interface/Online Image Archive of All Checks and Remittances (includes up to 5 users)	Per Month	\$75.00
USPS Box Rental (pass through expense)	Per Month	\$22.00
Daily Bonded Courier from USPS to Miami Lockbox Courier	Per Month	\$125.00
Monthly Support for In Office Check Scanning (scanning done at City of Hallandale Beach offices – optional service)	Per Month	\$150.00

OPTIONAL eLOCKBOX SERVICE	BASIS	FEE
Implementation Fee	One-time	\$500
Check Intercept	Per check	\$0.22