

## AdComp Systems Inc. Master Agreement

THIS AGREEMENT is made on the        day of        2019 by and between the Fayetteville Public Works Commission (PWC), NC (hereinafter CLIENT) located at 955 OLD Wilmington Road, Fayetteville, North Carolina 28302 and AdComp Systems Inc. (hereinafter ADCOMP) located at: 1720 S. Edmonds Lane, Suite 201 Lewisville, Texas 75067. ADCOMP and THE CLIENT individually referred to as Party and collectively as Parties.

ADCOMP and THE CLIENT agree to the following terms and conditions: ADCOMP will provide to the CLIENT with PRODUCTS that may be used by the CLIENT and their customers or end-users, (hereinafter called CONSUMER).

**DESCRIPTION:** All payment and technology PRODUCTS produced by ADCOMP are designed to be used by the CLIENT and/or CONSUMER.

**AUTHORIZATION:** THE CLIENT grants ADCOMP authorization to provide the PRODUCTS for an initial period of one (1) year. This Agreement may be renewed by mutual agreement of parties. Renewals will be for one-year periods.

**PROMOTION:** THE CLIENT allows ADCOMP to promote their PRODUCTS in various service locations; such as: kiosks, websites, and similar venues/sites.

**COMPENSATION FOR ADCOMP:** Compensation for ADCOMP for the PRODUCTS that the CLIENT selects to purchase, or use are listed in Annexure "A".

**ADCOMP'S RESPONSIBILITIES:** ADCOMP shall provide the CLIENT online access to reports of activities and transactions by the CONSUMER and these transactions will post directly to CC&B upon completion. ADCOMP will pay any ACH payments to the CLIENT by 5:00pm on the next business banking day. The payment will be remitted to the ACH information provided by the CLIENT in Annexure "B". Transactions completed on Friday, Saturday and Sunday will be processed as three separate batch payments on Monday or next Business banking day. CLIENT will be notified of all transaction errors through our online portal. The End-of-day transaction file (in .txt format) shall be sent to CLIENT next day, each day by 5:00 am.

**TRAINING:** First-rate service is the core focus of ADCOMP and the premise of the corporation's success. The CLIENT'S employees will receive unlimited, one-on-one training, timely service for any questions concerning transactions and other activities.

**THE CLIENT'S RESPONSIBILITIES:** THE CLIENT will complete Annexure "B" to provide ADCOMP with their banking information to receive ACH funds directly into their bank account.

**CONFIDENTIALITY And NON-DISCLOSURE:** Both Parties agree that any confidential information will not be disclosed to anyone without prior consent of the other party. To the extent authorized by the law, the parties may wish, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other ("Confidential Information"). Each party will prevent the disclosure of any of the other Party's Confidential Information to third parties.

**ARBITRATION:** Any dispute, controversy or claim arising out of or relating in any way to the agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the agreement, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration.

**TERMINATION OF AGREEMENT:** Either Party may terminate this agreement anytime with a 30-day written notice.

**AMENDMENTS TO AGREEMENT:** This agreement may be amended with the written mutual consent of both Parties.

**GOVERNING LAW:** This Agreement is governed by, and is to be construed in accordance with, the laws of the State of North Carolina, without regard to conflict of laws rules. Any action brought to enforce the terms of this Agreement shall be brought in the federal and state courts of North Carolina.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Brian Hester 8-26-19  
Signature of finance officer

City of Fayetteville, North Carolina	AdComp Systems Inc.
Date: <u>8/26/19</u>	Date: <u>08/16/2019</u>
Signature: <u>D.W. Trego</u>	Signature: <u>Mansur Plumber</u>
Name: <u>David W. Trego</u>	Name: <u>Mansur Plumber</u>
Title: <u>CEO/GM</u>	Title: <u>CEO</u>
Email: <u></u>	Email: <u>mansur@adcompsystems.com</u>

AdComp Systems Inc.

1720 S Edmonds Ln, Suite 201, Lewisville, TX 75067. Tel: 972-436-3900 Fax: 877-767-9747 www.adcompsystems.com



Supplier: **ADCOMP SYSTEMS, INC**  
**1720 S EDMONDS LN SUITE 201**  
**LEWISVILLE, TX 75067**  
**United States**

Standard Purchase Order 31300020279, Rev : 1

FAO:

Ship To: **PWC OPERATIONS COMPLEX**  
**955 OLD WILMINGTON RD**  
**Fayetteville, NC 28301**  
**United States**

Bill To: **P.O. BOX 1089**  
**Fayetteville, NC 28302**  
**United States**

Type	Standard Purchase Order
Order	31300020279
Revision	1
Order Date	28-FEB-2019
Buyer	SUBJECT, NIKOLE 9102234016 nikole.subject@faypwc.com
Revision Date	24-MAY-2019
Current Buyer	SUBJECT, NIKOLE

Supplier No.	Payment Terms	FOB
28632	NET 30	
Requester/Deliver To		
Description		
JACK KIOSK WITH TOUCHSCREEN, RECEIPT PRINTER, CABINET, BILL RECEPTOR, CC READER, BILL DISPENSER/RECYCLER, BAR CODE READER, SECURITY CAMERAS, BASE PAYMENTS WITH SOFTWARE		

**Notes:** REV1: TO ADD FUNDS TO PO FOR ADDITIONAL SOFTWARE DEVELOPMENT FOR CREDIT INTEGRATION.  
 PER TERMS AND CONDITIONS OF AUTOMATED BILL PAYMENT KIOSK RFP RESPONSE SUBMITTED ON 9/28/18.  
 Reference Documents: Adcomp Bid (5).pdf

Line	Part Number / Description	Delivery Date/Time	Sup/ Mfg Part No	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	JACK KISOK (SUPPORT COST) TO INCLUDE REAL-TIME REPORTING, ALERTS, SOFTWARE UPDATES, 24-7 SUPPORT.	Promised: 20-FEB-2019 Needed: 20-FEB-2019			Y		5,030.60
	Ship To: Use the ship-to address at the top of page 1  Deliver To: CANNADY, CHRISTOPHER (2,515.30)  mark.cannady@faypwc.com Deliver To: CANNADY, CHRISTOPHER (2,515.30)  mark.cannady@faypwc.com						
3	JACK KISOK WITH TOUCHSCREEN, RECEIPT PRINTER, CABINET, BILL	Promised: 20-FEB-2019 Needed:			Y		26,113.00