



MASTER PAYMENT PROCESSING SERVICES AGREEMENT

This Master Payment Processing Services Agreement (“Agreement”) is made and entered into this 2nd day of September 2021 (“Effective Date”) between Performance Equity Partners (“Client”), a funding specialist having its principal office at 18470 Thompson Court, Suite 1C P.O. Box 368. Tinley Park, Illinois 60477, and Firstech, Inc. (“Firstech”), an Illinois corporation having its principal office at 130 North Water, Decatur, Illinois 62523.

Client has consumers (“Customers”) who are required to make payments to Client on a periodic basis (“Bill Payments”). Client requires an efficient system to allow Customers to make Bill Payments via varying front-end inputs owned and serviced by Firstech or third-party providers engaged by Firstech. Firstech will provide payment processing services including the intake, validation, reporting functionality and remittance activity for Customer Payment Data. Each Services Schedule will be effective as of the latest date in the signature block thereon and will terminate upon termination or expiration of the Agreement.

The scope of this agreement includes payment services for any or all of the following payment categories:

- Lockbox Payments – as detailed in a Lockbox Payments Services Schedule
- EBPP Platform – as detailed in an EBPP (Electronic Bill Presentment and Payment) Platform Services Schedule
- Mobile Bill Payments – as detailed in a Mobile Bill Payments Services Schedule
- Online Bill Payments – as detailed in an Online Bill Payments Services Schedule
- CSR Payments – as detailed in a CSR Bill Payments Services Schedule
- eLockbox Payments – as detailed in an eLockbox Payments Services Schedule
- IVR Payments – as detailed in an IVR Payments Services Schedule
- Walk-In Payments – as detailed in a Walk-In Payments Services Schedule
- Other Payments – as detailed in an Other Payments Services Schedule

By signing and attaching any of the above addenda, Firstech and Client agree that the services described in each such Services Schedule will be Services for purposes of this Agreement and that each such Services Schedule will be incorporated by reference into this Agreement.

In consideration of the mutual obligations in this Agreement, Client and Firstech agree as follows:

1. DEFINITIONS.

Capitalized, but otherwise undefined terms herein, will have the following meanings:

- 1.1. **ACH (Automated Clearinghouse) Transfer.** A method by which Customer Payment Funds are moved from one bank account to another.
- 1.2. **Affiliate.** With respect to a party, a person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party, where “control” means the direct or indirect ownership of 50% or more of the equity or voting rights in such person or entity from time to time.
- 1.3. **Banking Day.** Monday through Friday each week of the year except banking holidays as determined by the Federal Reserve System.
- 1.4. **Client’s Bank Account.** The bank account specified by Client to receive Client’s Customer Payments and Return Items.
- 1.5. **Confidential Information.** Financial information, budgets, Customer information (including, but not limited to Customer Payment Data), terms, conditions and pricing of contracts, intellectual property, specifications, drawings, models, technical and business data and plans, works of authorship and other creative works, ideas, computer programming including, but not limited to object code and source code, customized Payment System applications, knowledge and know-how maintained in confidence in any media, written (or other tangible form) or oral, in whole or in part, either non-public or proprietary in nature, concerning either party or their respective businesses whether or not marked or identified as confidential. Confidential information also includes any information that a reasonable person would understand to be confidential or proprietary under the circumstances.
- 1.6. **Customer.** Has the meaning described in the above introductory paragraph.
- 1.7. **Customer Payment.** The monetary instruments remitted in conjunction with a bill payment transaction.

- 1.8. Customer Payment Data.** Information pertaining to Customer Payments received when a payment is processed through the Payment System including any Nonpublic Personal Information.
- 1.9. Customer Payment Funds.** Customer Payments plus any associated fees due FirsTech.
- 1.10. Effective Date.** Has the meaning described in the above introductory paragraph.
- 1.11. Enhancement.** All improvements to Software that add new functionality.
- 1.12. Equipment.** The hardware components provided by FirsTech, including firmware, of a Payment System.
- 1.13. FirsTech Intellectual Property.** Has the meaning described in Section 5.
- 1.14. Force Majeure Event.** Has the meaning set forth in Section 11.4.
- 1.15. Host Computer.** Has the meaning described in Section 2.3.
- 1.16. NACHA Rules.** The rules and operating guidelines of the National Automated Clearing House Association or equivalent legislation in the jurisdictions in which the Client operates.
- 1.17. Nonpublic Personal Information.** Information of a Customer that is not publicly available and that is provided to FirsTech to facilitate Customer Payments.
- 1.18. Payment Category.** A type of payment to be performed by FirsTech and/or its contractors for Client in connection with its Customers pursuant to this Agreement and a signed Services Schedule.
- 1.19. Payment Outlet.** Physical location where the Services are available to Customers.
- 1.20. Payment System.** Multiple pieces of Equipment that are designed to function or are provided by FirsTech to Client with the intent that they function, as a single operational entity with the Software required for use in performing the Services.
- 1.21. Processor.** Has the meaning described in Section 3.7.
- 1.22. Processing Day.** A Banking Day unless otherwise specified by a Services Schedule.
- 1.23. Return Item.** A Customer check or debit returned or dishonored due to non-sufficient funds (NSF), account closed, stopped payment, etc.
- 1.24. Service Fees.** Any service fees required to be paid by Client or permitted to be retained by FirsTech pursuant to this Agreement or any applicable Services Schedule.
- 1.25. Services.** The payment processing services, and related platform services provided under this Agreement and each Services Schedule executed by the parties.
- 1.26. Software.** FirsTech's proprietary software, including any components licensed to FirsTech from third party software providers, used to provide the Payment System. Software is provided in object code form only, as incorporated into the Payment System.
- 1.27. Third Party Software and Services.** Software and/or services contracted by FirsTech for use in connection with the Services and/or the Payment System and provided by third party service providers.
- 1.28. Update.** A software release that either remedies deficiencies in the Software or improves operating performance of the Software without altering its basic functionality.
- 1.29. Additional Definitions.** Definitions specific to each Payment Category will be defined in the Services Schedule referencing such Payment Category.

2. FirsTech Obligations

- 2.1. Payment System.** FirsTech will use reasonable efforts to provide client with access to the Payment System including any Updates, other than Enhancements, and make the Payment System available at least 99% of the time during the hours of 9am to 5pm central time on each Processing Day, excluding planned downtime and downtime relating to a Force Majeure Event.
- 2.2. Services.** FirsTech will use commercially reasonable efforts to provide the Services to Client.
- 2.3. Reports.** FirsTech will provide Client with periodic reports regarding payments made by Customers, which will include,

but not be limited to, authorized transactions, transaction methods, amounts, and chargebacks. FirsTech will provide such reports on the frequency set forth on the applicable Services Schedule. Such reports will be provided electronically in a format and method established by FirsTech unless otherwise specified in a Services Schedule. Client agrees to allow FirsTech to transmit to and receive from Client's computerized billing system (the "Host Computer") transaction information necessary to enable Customers to use the System and to properly debit and credit Client's Bank Account. Transmissions will occur on Processing Days.

2.4. Records. FirsTech will maintain records of the transactions processed under each Services Schedule for twelve (12) months after processing.

2.5. Centralized Return Items. FirsTech will provide for a customized endorsement to be printed on each Customer Payment made by check. This endorsement will direct banks to forward Return Items to a centralized location for processing by FirsTech.

3. Client Obligations

3.1. Policies and Procedures. Client will comply with any policies and procedures provided by FirsTech from time to time in connection with the Services.

3.2. Client Representatives. Client will provide designated personnel to work with FirsTech personnel to address questions or concerns that may arise from time to time.

3.3. Information. Client will cooperate with FirsTech in providing information necessary for FirsTech to perform its obligations under each applicable Services Schedule.

3.4. Exclusive Provider. Unless otherwise indicated on a Service Schedule, FirsTech will be the exclusive provider of the applicable Services to Customer.

3.5. Third Party Products and Terms. As part of providing the Services and the Payment System, FirsTech may include Third Party Software and Services. Any Third Party Software and Services will be subject to any additional third party terms outlined in a Services Schedule. FirsTech provides Third Party Software and Services to Client as a convenience only. FirsTech makes no representations or warranties as to the Third Party Software and Services. FirsTech is not liable for the Third Party Software and Services including, without limitation, the operation or performance thereof.

3.6. Service Fees. All Service Fees must be paid in accordance with the applicable Services Schedule. Service Fees or the termination fee described in Section 4.3 that are not paid by their applicable due date will bear interest at the rate of 1.5% per month or the greatest amount permitted by applicable law. Client will reimburse FirsTech for all costs of collection including any attorney fees or collection agency fees. If not otherwise specified on a Services Schedule, monthly Service Fees shall be invoiced to Client in a mailed monthly statement on or around the 5th day of the subsequent month. Such charges are due and payable within thirty (30) days from the date of invoice. Invoices not paid within sixty (60) days from the date of invoice will be automatically debited by FirsTech from Client's Bank Account following at least five (5) days' notice from FirsTech to Client. If Client reasonably and in good faith disputes a Service Fee due to an error in calculation, Client will notify FirsTech of such error within five (5) days of the date of the applicable invoice and will pay all undisputed amounts. The parties will use good faith efforts to resolve any disputed amount within five (5) days of FirsTech's receipt of notice of such good faith dispute.

3.7. Processors. Client recognizes that FirsTech may utilize certain financial institutions and other nationally recognized debit and credit card networks ("Processors") in connection with providing the Services and that each Processor's systems, rules and fees are outside the control of the FirsTech. Client agrees to abide by the rules of such Processors as they apply to the Services. Further, if FirsTech receives a compliance notice from any Processor, the parties agree to use reasonable best efforts to resolve such compliance issue as required by such Processor in order to avoid or mitigate any potential fines thereunder. FirsTech has the right to modify service procedures or fees set forth in any Services Schedule.

3.8. NACHA Compliance. Client agrees (a) that all ACH entries originated are the result of bona fide business transactions between Client and its Customers and no such entries are, directly or indirectly, for the benefit of any third party whether in a service bureau or other context; (b) that it will be considered the originator of ACH transactions, as defined by the NACHA Rules, submitted hereunder; (c) to be bound by and comply with all of the NACHA Rules; and (d) that ACH entries may not be initiated that violate any applicable laws.

3.9. Changes. FirsTech may modify the Service Fees and/or the Services as a result of changes in Processor fees or Processor policies and procedures. Any such modification will be preceded by written notice from FirsTech at least 30 days prior to such change. Client may request changes to the Payment System in order to increase transaction volume or improve Customer experience. Implementation of such changes, the timeline of such changes, and any required fees are in the sole discretion of FirsTech.

3.10. Marketing Efforts. Client agrees to use best efforts to market FirsTech Services initially by way of web and IVR announcements, bill inserts, email blasts and storefront signage. FirsTech will assist Client by providing insight on

successful marketing strategies. After implementation and for the term of this Agreement and any subsequent renewal terms, Client will maintain the following marketing elements for FirsTech Services:

- Web site home page announcement
- IVR system announcements
- Statement inserts – At a minimum of once a quarter
- Statement or e-bill messaging highlighting FirsTech Services
- Any other marketing elements described in a Services Schedule.

3.11. ACH Transfers. Client grants FirsTech the right to ACH Transfer to and from Client's Bank Account for obligations owed FirsTech or Client under this Agreement.

4. Term and Termination

4.1. Term. This Agreement will commence as of the Effective Date and will continue for an initial term of five (5) years. The Agreement will automatically renew for additional one (1) year terms, unless one party gives written notice to the other party of its intent not to so renew this Agreement at least one hundred eighty (180) days prior to the expiration of such initial term or any such renewal term.

4.2. Termination.

4.2.1. Except as provided otherwise or elsewhere in this Agreement, immediate termination of this Agreement or any applicable Services Schedule may be initiated by the non-breaching party under any of the following circumstances:

- 4.2.1.a.** a party neglects or fails to perform any of the covenants, terms or obligations required to be performed by it under this Agreement or the applicable Services Schedule, and such failure is not cured within the ninety (90) day period after receiving written notice of the non-breaching party's intent to terminate this Agreement, provided that the notice specifies the nature of such failure;
- 4.2.1.b.** any representation or warranty made by a party in this Agreement will prove to have been false or misleading in any material respect as of the date on or as of which the same was made;
- 4.2.1.c.** a party ceases permanently to carry on its present business, except as a result of a permitted assignment pursuant to Section 11.1;
- 4.2.1.d.** a party makes an assignment for the benefit of creditors; or admits in writing its inability to pay debts as they mature; or a trustee or receiver of a party, or of any substantial part of such party's assets, is appointed by any court; or a proceeding is instituted against a party under any provision of the United States Bankruptcy Code or any other law affecting the rights of creditors and such proceeding is acquiesced in or is not dismissed within ninety (90) days; or
- 4.2.1.e.** pursuant to Section 11.4 or 11.9.

4.2.2. Upon termination of this Agreement or an applicable Services Schedule for any reason, each party will, upon request, return to the other all Confidential Information, papers, materials, computer programs, data, and other properties of the other held for purposes of this Agreement or such applicable Services Schedule.

4.3. Termination Fee.

4.3.1. If FirsTech terminates this Agreement pursuant to Section 4.2.1 above or if Client terminates this Agreement for any reason other than pursuant to Section 4.2.1 above, Client will pay to FirsTech a lump-sum early termination fee equal to the average monthly amount of total Service Fees paid to FirsTech or collected by FirsTech under all Service Schedules during the six (6) months prior to the date of Client's or FirsTech's termination notice (or such lesser period as may be applicable if such termination occurs during the initial six (6) months of the initial term), multiplied by the number of months and any portion of a month remaining in the then-current term.

4.3.2. All termination fees must be paid within ten (10) business days of the date of Client's or FirsTech's termination notice.

5. Intellectual Property. FirsTech owns all right, title and interest in the Payment System and any software or other intellectual property provided pursuant to a Services Schedule and all patents, patents pending, copyrights, trade secrets, trademarks, trade names, service marks and other intellectual property associated with or relating to the Payment System or such software or other intellectual property along with all improvements and derivative works in such intellectual property (collectively, the "FirsTech Intellectual Property"). Client will not engage in any activities or commit any act, directly or indirectly, which may contest, dispute, or otherwise impair such right, title or interest of FirsTech therein. Client will neither acquire, nor claim, any right, title, or interest in, to or under the Payment System or any FirsTech Intellectual Property, whether through advertising and

sale of the Payment System usage or otherwise. The parties agree that all use of FirsTech Intellectual Property by Client and Customers is at the express consent of FirsTech only, and any such use will be in a manner as to inure at all times to the benefit of FirsTech, and may be revoked at any time by FirsTech upon written notice to Client. Upon termination of this Agreement for any reason, Client will have no further right to use the FirsTech Intellectual Property and will immediately cease and desist use of such FirsTech Intellectual Property.

6. Insurance. FirsTech will procure, pay premiums, and at all times during the term of this Agreement, maintain reasonable insurance in accordance with industry practices.

7. Indemnification.

7.1. Client will indemnify, defend and hold harmless FirsTech and FirsTech's officers, directors, employees, and agents and their successors and assigns against and from any and all third party losses, liabilities, damages, claims, demands, and expenses, including, without limitation, reasonable attorneys' fees ("Losses") , whether based on contract or tort, but only to the extent that such Losses arise out of the intentional misconduct or negligent acts or omissions of Client or its subcontractors, or the officers, directors, employees, agents successors and assigns of any of them.

7.2. If a claim is made against FirsTech for which Client (the "Indemnifying Party") is obligated to indemnify FirsTech, and if FirsTech intends to seek indemnity with respect to such claim, FirsTech will promptly notify Client in writing of such claim. Client will have twenty (20) days after receipt of the above-mentioned notice to notify FirsTech in writing of its intent to undertake, conduct and control, through counsel of Client's own choosing (subject to the consent of FirsTech, such consent not to be unreasonably withheld) and at Client's expense, the settlement or defense, or both, of such claim, and FirsTech will cooperate with Client in connection with such efforts; provided that: (a) Client will cause such counsel to consult with FirsTech on all major decisions related to such claim, (b) Client will permit FirsTech to participate in such settlement or defense through counsel chosen by FirsTech, provided that the fees and expenses of any such counsel so chosen by FirsTech will be borne by FirsTech, and (c) Client will promptly reimburse FirsTech for the full amount of any loss resulting from such claim and all related expense incurred by FirsTech. If Client does not notify FirsTech within twenty (20) days after receipt of FirsTech' notice of a claim of indemnity under this Agreement that Client elects to undertake the defense of such claim, FirsTech will have the right to contest, settle or compromise the claim in the exercise of FirsTech's exclusive discretion, which will be at the sole expense of Client. Client will not, without the prior written consent of FirsTech, settle or compromise, or permit a default judgment or consent to entry of any judgment with respect to, any such claim, unless such settlement or compromise or judgment is solely for the payment of money and includes a full, unconditional release of FirsTech with respect to all liability related to such claim.

8. Limited Warranty.

8.1. FirsTech will perform the Services in a professional and workmanlike manner using qualified employees. If FirsTech breaches this warranty, Client's sole remedy and FirsTech's sole obligation will be to reperform the applicable Services to the extent that the Services can be reperformed and otherwise to establish reasonable corrections to limit future breaches.

8.2. EXCEPT FOR THE FOREGOING WARRANTY, FIRSTECH MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE PAYMENT SYSTEM OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED.

9. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF USE, REVENUE OR PROFIT OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL FIRSTECH'S AGGREGATE LIABILITY HEREUNDER EXCEED THE AMOUNT OF SERVICE FEES PAID TO FIRSTECH IN THE SIX MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE APPLICABLE CLAIM.

10. Nondisclosure and Confidentiality.

10.1. Client will neither disclose, furnish, transfer or otherwise make available the Software or any portion thereof to any third party nor duplicate any portion of the Software, except as provided in this Agreement or with the prior written consent of FirsTech.

10.2. During any term of this Agreement and for a period of five (5) years thereafter, each party agrees not to disclose to any third party or to use any Confidential Information of the other without the prior written consent of the other party, except: (a) information generally available to the general public without breach of this Agreement; (b) information developed independently by the receiving party; (c) information obtained from a third party not under any obligation of nondisclosure; and (d) information required to be disclosed by law or governmental regulation; provided however, that before making any use or disclosure in reliance on any such exceptions, the party that intends to use or disclose such Confidential Information will give at least fifteen (15) days' notice, to the extent legally permissible, to the other party specifying the applicable exception(s) and circumstances giving rise thereto.

10.3. All materials containing Confidential Information will be promptly returned or destroyed upon the written request of the disclosing party. Notwithstanding the return or destruction of any Confidential Information, the receiving party will continue to be bound by the obligations of confidentiality and other obligations hereunder for the period stated herein.

11. Miscellaneous Provisions.

11.1. Assignment. None of this Agreement, any Services Schedule, nor any rights and obligations hereunder, may be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that, upon prior written notice to the other party, either party may make such an assignment to an Affiliate or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. This Agreement and any Services Schedule shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11.2. Audits. Client will have the right to inspect and review, on FirsTech's premises, all Customer Payment Data that directly relates to Client. Audit rights will be extended to Client or to any representative designated by Client. Client will provide reasonable notice of any audit and such audit(s) will occur during normal business hours. Any costs incurred by Client while undertaking such audit(s) will be borne solely by Client.

11.3. Relationship of the Parties. Client hereby authorizes FirsTech to accept payments on behalf of Client for the purpose of fulfilling its obligations hereunder. It is expressly agreed that the parties are independent contractors and that the relationship between the parties will not constitute a partnership, joint venture or agency. Neither party will have the authority to make any statements, representations or commitments of any kind, or to take any action, which will be binding on the other, without the prior written consent of the other.

11.4. Force Majeure. Except with respect to the payment of Service Fees, neither Party will be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any act of God, fire, natural disaster, act of government, strikes or labor disputes, epidemic or pandemic, any act of terrorism, act or omission of carriers, including telecommunications carriers, inability to provide telecommunications services or Internet services, power or supplies, or any other similar act or condition beyond its reasonable control ("Force Majeure Event"); provided that the party so affected provides prompt notice and uses reasonable efforts to avoid or remove the causes of nonperformance and continues performance hereunder immediately after those causes are removed. If any Force Majeure Event prevents either party from carrying out its obligations under this Agreement for a period of more than thirty (30) days, the other party may terminate this Agreement upon ten (10) days written notice; provided, however, that if a Force Majeure Event affects less than all the Payment Outlets, this Agreement may be terminated only with respect to the Payment Outlets which are affected. For the duration of any FirsTech Force Majeure Event, Client may temporarily obtain services similar to those provided pursuant to this Agreement from another party.

11.5. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision will be deemed deleted from the Agreement and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of the Agreement will continue in full force and effect.

11.6. Survival. Sections 3.6, 4.3., 5, 7, 9, 10, and 11 will survive any termination or expiration of this Agreement.

11.7. Notices.

11.7.1. All notices or other communication required or permitted to be given under this Agreement will be in writing (unless otherwise specifically provided herein) and delivered or addressed as follows:

If to Client:

If to FirsTech:

Performance Equity Partners
18470 Thompson Court, Ste 1C
Tinley Park, IL 60477
Attn: President & Owner

FirsTech, Inc.
130 N. Water Street
Decatur, IL 62523
Attn: President & CEO

11.7.2. All notices or other communications will be deemed effectively given: (a) when delivered, if personally delivered (except that notices received after 3:00 p.m. local time will be deemed received on the following business day); (b) on the date of delivery (or, if refused, the refusal date shown on the return receipt) if mailed certified or registered mail, return receipt requested; (c) four (4) days after mailing if mailed first class; or (d) when received by the party for which notice is intended if given in any other manner (except that notices received after 3:00 p.m. local time will be deemed received on the following business day).

11.8. Governing Law. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the domestic laws of the State of Illinois. The parties agree that

venue for any dispute, claim, litigation, or cause of action of any kind will be in the Circuit Court of Macon County, Illinois or if Federal Jurisdiction is invoked, the United States District Court for the central district of Illinois.

11.9. Compliance with Laws. Parties will comply at their own expense with all applicable federal, state, local and foreign laws, ordinances, regulations and codes, including the identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections in performance of this Agreement. Each party understands and agrees that, in any jurisdiction in which a law becomes effective that materially alters the other party's ability to perform or accept Services to be performed pursuant to this Agreement, the parties will discuss renegotiation of terms and conditions in order to reflect such changes for that jurisdiction. If renegotiations do not result in terms amenable to both FirsTech and Client, either party may terminate the Services for that jurisdiction upon thirty (30) days prior written notice to the other party.

11.10. No Waiver. The failure of either party hereto to enforce at any time, or for any period of time, any provision of this Agreement will not be construed as a waiver of such provision or of the right of such party thereafter to enforce each and every provision.

11.11. Authority and Binding Effect of the Agreement. Each party represents to the other that it has full authority to enter into and secure performance of this Agreement, and that the persons signing this Agreement on behalf of each party have been properly authorized to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by all of its terms, conditions, and provisions. The Agreement will inure to the benefit of the parties and their respective successors.

11.12. Entire Agreement. This Agreement, together with any Service Schedules, addenda, exhibits or other attachments appended hereto, constitutes the entire agreement between the parties and supersedes all previous agreements, promises, and representations, whether written or oral, between the parties with respect to the subject matter hereof. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions will be binding upon the parties unless made in writing and duly signed by authorized representatives of both parties.

The parties hereto have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

CLIENT

FIRSTECH, INC

By: _____

By: _____

Name: _____
(printed)

Name: _____
(printed)

Title: _____

Title: _____

Date: _____

Date: _____