



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is entered into this 1st day of August, 2020 ("Effective Date"), by and between Fidelity Information Services, LLC, located at 601 Riverside Ave, Jacksonville, FL 32204 ("FIS"), and ICBA Bancard, Inc., located at 1615 L Street NW, Suite 900 Washington DC 20036-5623 ("Bancard").

1. **Services.** FIS will provide Bancard the technical, programming, consulting, implementation and/or other professional services ("Service(s)") described in fully executed statements of work ("SOWs") in accordance with the terms of this Agreement. Each SOW shall incorporate, and shall be specifically bound by, the terms and conditions of this Agreement.

2. **Deliverables.**

2.1. Each SOW shall set forth the Deliverables to be performed, the requirements ("Specifications") for the Deliverables, additional obligations of the parties, any acceptance criteria, the timetable for performance, the location where Deliverables will be performed ("Site"), and the fees to be charged and other terms of the engagement.

2.2. FIS shall perform the Deliverables, in material conformity with the Specifications, provided Bancard timely performs its obligations. Unless specifically indicated in a SOW, FIS shall not be obligated to provide any storage medium to Bancard.

2.3. SOWs and their associated Specifications may only be amended by written agreement of the parties. All mutually agreed amendments shall identify what, if any, impact the change has on the Deliverable(s), Specifications, fees or other relevant terms.

2.4. Bancard shall maintain a copy of all data submitted to FIS (whether directly or through a third-party) to permit reconstruction if ever required. Bancard assumes all risk and expense associated with data reconstruction. If data reconstruction is ever required, the parties must mutually agree on a schedule for that reconstruction.

2.5. FIS shall submit a test request to Bancard periodically during the rendition of Deliverables, and Bancard shall verify that each Deliverable complies with the Specifications within thirty (30) days of that request. Any failure of a Deliverable to materially comply with the Specifications shall be a "Defect." Deliverables shall be deemed accepted if: (i) Bancard fails to give FIS written notice of a Defect within thirty (30) days after delivery (or within ten (10) days following FIS's correction of the last reported Defect); or (ii) Bancard uses the Deliverable to process data for production purposes. Once a Deliverable is accepted, FIS is no longer responsible for correcting Defects.

2.6. In no event is FIS obligated to correct a Defect that is caused, directly or indirectly, in whole or in part, by: (i) Bancard; (ii) a third-party other than FIS's authorized agents; (iii) use of attachments, features, or devices not set forth in the Specifications; (iv) abuse, misuse, or alteration; (v) use outside operating requirements set forth in the Specifications; (vi) improper or inadequate conditions at a non-FIS Site; (vii) improper or incomplete installation of the Deliverable by Bancard or a third-party; (viii) incorrect or incomplete data used in association with the Deliverable; (ix) software, hardware or system not supplied by FIS; (x) equipment changes, reconfigurations, upgrades or relocations; (xi) a force majeure event; or (xii) a failure that is not directly attributable to FIS or under FIS's direct control. For purposes of this Section 3.6, "FIS" shall include FIS and its Affiliates and authorized agents.

2.7. FIS shall have no obligation to correct a Defect unless: (i) Bancard provides a written description of the Defect in sufficient detail and supporting documentation to enable FIS to diagnose, and if necessary, recreate it; (ii) Bancard installs and maintains "dial-up" connectivity in accordance with FIS instructions; (iii) Bancard reasonably assists FIS in diagnosing the Defect; (iv) the Defect can be diagnosed at an FIS facility; and (v) Bancard performs reasonable remedial actions specified by FIS.

2.8. FIS shall begin developing corrections for covered Defects upon verifying their existence, and shall use reasonable diligence to complete development in a timely manner based upon their severity and impact on Bancard's business. FIS may address minor Defects that do not materially impact Bancard's business with a reasonable "work around" on an interim basis. Bancard shall be solely responsible for installing any Defect corrections provided by FIS. Bancard shall pay FIS's then-current rates for analyzing or diagnosing any irregularity or problem not caused by a covered Defect.



2.9. FIS's obligations under this section shall constitute the sole and exclusive remedy of Bancard for any losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, costs or expenses, including reasonable attorney's fees (collectively "Losses") relating to Deliverables or FIS's performance under this Addendum.

3. Term; Termination.

3.1. The initial term of this Agreement shall commence on the Effective Date (as first stated above) and shall continue until December 31, 2026, unless otherwise terminated in accordance with this Agreement ("Initial Term"). After the Initial Term, or the then current Renewal Term, the term of this Agreement shall automatically renew for successive twelve (12) month renewal terms (each, a "Renewal Term"), unless otherwise terminated by Bancard or FIS in writing at least six (6) months prior to the last day of the Initial Term or of the then current Renewal Term. Collectively, the Initial Term and the Renewal Term(s) shall be referred to as the "Term."

3.2. Unless otherwise specified, each SOW shall terminate upon the sooner of: (i) completion of the applicable Deliverable(s); or (ii) expiration of the SOW's pre-established term. In the event of an early termination of an SOW by Bancard for reasons other than those set forth herein: (i) Bancard shall pay FIS all amounts that would have otherwise been owed under the terminated SOW had it not been terminated, plus any costs incurred by FIS as a consequence of the termination; and (ii) Bancard shall not receive a refund of any pre-paid fees.

4. Fees and Payment.

4.1 Bancard agrees to pay FIS for Services provided and expenses incurred on the basis and at the rate specified in each SOW. Payment shall be due within thirty (30) days after the date of FIS's invoice. If Bancard fails to make timely payment, FIS shall have the right to cease all work on such SOW, without terminating this Agreement, until FIS has received all past due payments.

4.2 If Bancard disputes any charge or amount on any invoice and such dispute cannot be resolved promptly through good faith discussions between the parties, Bancard shall pay the amounts due under this Agreement less the disputed amount, and the parties shall diligently proceed to resolve such disputed amount. An amount will be considered disputed in good faith if (i) Bancard delivers a written statement to FIS on or before the due date of the invoice, describing in detail the basis of the dispute and the amount being withheld by Bancard, (ii) such written statement represents that the amount in dispute has been determined after due investigation of the facts and that such disputed amount has been determined in good faith, and (iii) all other amounts due from Bancard that are not in dispute have been paid in accordance with the terms of this Agreement.

4.3 FIS shall present Bancard with an invoice for all recurring fees and for all one-time fees in the month following the month in which such Services are performed, no later than the twenty-fifth (25th) day of each calendar month. Bancard shall pay the amount of such invoice within thirty (30) days after the date of FIS's invoice. Bancard shall also pay any collection fees and damages incurred by FIS in collecting payment of the charges and any other amounts for which Bancard is liable under the terms and conditions of this Agreement. Bancard shall pay to FIS a postage escrow fund, which shall be equal to ninety (90) days' estimated postage fees and shall be held by FIS as security for Bancard's payment of postage. FIS shall refund such amount to Bancard when this Agreement is terminated and Bancard has fully performed all of its obligations herein. Bancard shall, upon FIS's request, prepay postage for any particular mailing.

4.4 Beginning on January 1, 2021 and continuing for the duration of the Term, FIS shall provide Bancard up to one thousand (1,000) hours of professional services per year, at no charge, for the purpose of growing Bancard's community bank portfolio. The programming hours provided for a particular year must be used within that year and any unused programming time during any particular year shall not be rolled over and added to the 1,000 hours for the next year to which Bancard is entitled. There shall be no rolling over of any unused hours, provided, however, that with respect to projects that are requested by Bancard in any year and either scheduled for the following year upon mutual agreement of the parties or commenced but not completed in that year, any unused programming hours for that year will be carried forward for such projects.

5. Independent Contractor. FIS and Bancard are independent contractors. Neither party nor any of its employees, agents or contractors shall be deemed for any purpose to be an employee or agent or contractor of the other party. Each party shall at all times act independently and at no time shall either party make any commitment or incur any charges or expenses for or on behalf of the other party, except in accordance with the terms of this Agreement.



6. **Employees.** FIS and Bancard acknowledge that each other's employees possess talents that are in great demand and that each party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Neither party shall solicit the employees of the other party for employment during the Term, for any reason. The foregoing shall not preclude either party from employing any such employee (a) who seeks employment with the other party in response to any general advertisement or solicitation that is not specifically directed towards employees of such party or (b) who contacts the other party on his or her own initiative without any direct or indirect solicitation by such party.

7. **Taxes.** Bancard shall be solely and exclusively responsible for the payment of required federal, state and local taxes arising from or relating to the Services and Deliverables provided herein, except for taxes related to the net income of FIS and any taxes or obligations imposed upon FIS under federal, state and local wage laws. Notwithstanding the foregoing, if FIS is required to keep an employee on assignment at Bancard's location for six (6) consecutive months or more, Bancard shall reimburse FIS for the estimated costs associated with grossing up such employee's income to compensate for all tax consequences associated with such six (6) month or more assignment.

8. **Confidentiality and Ownership.**

8.1. FIS and Bancard agree to preserve the confidentiality of any and all materials and information (collectively, "Confidential Information") furnished by either party in connection with this Agreement. Such Confidential Information shall include, without limitation, studies, fees and terms of this Agreement, plans, reports, surveys, analyses, projections, and any other information of a nature that a reasonable person would understand it to be confidential. The provisions of this Section 8.1 shall not apply to any information which: (a) is independently developed by the receiving party, provided the receiving party can satisfactorily demonstrate such independent development with appropriate documentation; (b) is known to the receiving party prior to disclosure by the disclosing party; (c) is lawfully disclosed to the receiving party by a third party not under a separate duty of confidentiality with respect thereto to the disclosing party; or (d) otherwise is publicly available through no fault or breach by the receiving party.

8.2. FIS and Bancard intend and agree that FIS shall retain title and all other ownership and proprietary rights in and to any Deliverables, computer code, computer programs, programming or processing procedures or techniques, methods, ideas, concepts, or know-how ("FIS Proprietary Information") developed by FIS in connection with its performance of Services to Bancard under this Agreement. Such ownership and proprietary rights shall include, without limitation, any and all rights in and to patents, trademarks, copyrights, and trade secret rights. FIS and Bancard agree that FIS Proprietary Information is not "work for hire" within the meaning of U.S. Copyright Act 17 U.S.C. Section 101. Subject to Bancard's payment of all applicable fees, FIS grants Bancard a limited, non-exclusive, non-transferable, right and license to use Deliverables solely for its own use and benefit in accordance with the terms of this Agreement and the SOW. Bancard shall keep all Deliverables free and clear of any claim, lien or encumbrance, and any act by Bancard purporting to create such a claim, lien or encumbrance shall be void from its inception. Any intellectual property rights that existed prior to the Effective Date of this Agreement shall belong solely to the party owning them at that time. Neither party shall be entitled to any copyright, trade secret or patent owned by the other party.

9. **Disclaimer of Warranty; Limitation on Liability.**

9.1. FIS warrants that all Services provided to Bancard herein shall be performed in a workmanlike manner by qualified, trained personnel. DELIVERABLES ARE PROVIDED "AS IS", AND FIS MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT. FIS HEREBY EXPRESSLY DISCLAIMS THE EXISTENCE OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, DESIGN, DURABILITY, PERFORMANCE OR ERROR-FREE OPERATION (EVEN IF CREATED BY THE INTERNATIONAL SALE OF GOODS CONVENTION).

9.2. FIS's total liability under this Agreement, whether arising out of or relating to the Services provided by it pursuant to the same, shall not exceed the total amount of the fees paid by Bancard for the relevant SOW. This limitation of liability shall apply regardless of the cause or form of action, including without limitation, claims under breach of contract or tort. FIS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, DELAY OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION), EVEN IF FIS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.



10. **Miscellaneous.**

10.1. **Notices.** Any and all notices, demands or other communications required or desired to be given herein by any party shall be in writing and shall be validly given or made to another party if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice, demand or other communication be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication be given by mail, such shall be conclusively deemed given forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party to whom such notice, demand, or other communication is to be given as hereinafter set forth:

To FIS:

Fidelity Information Services, LLC
11601 Roosevelt Boulevard N
St. Petersburg, FL 33716
Attn: Kris Carrera

With a copy to:

Fidelity Information Services, LLC
601 Riverside Avenue
Jacksonville, FL 32204
Attn: Legal Department

To Bancard:

ICBA Bancard, Inc.
1615 L Street NW, Washington D.C. 20036
Attn: Tina Giorgio, President and CEO

With a copy to:

Attn: _____

10.2. **Assignment.** FIS and Bancard may not assign this Agreement, or any of their rights or obligations herein, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Each party expressly acknowledges that it has not relied upon any representation, warranty, condition, inducement, or understanding other than those expressly set forth in this Agreement, and expressly waives any and all claims of any such reliance.

10.3. **Force Majeure.** Except for payment of sums due under this Agreement, neither party shall be deemed to be in default of any provisions of this Agreement or for any failure in performance, resulting from acts or events beyond the reasonable control of such party. Moreover, FIS shall not be responsible for any failures or delays in its provision of Services herein to the extent caused by Bancard's failure to fulfill one or more of its responsibilities as set forth in any SOW attached to this Agreement.

10.4. **Governing Law.** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the internal laws of the State of Florida, United States of America, without regard to its conflict of laws principles.

10.5. **Severability.** If any provision, clause, or party, or the application of this Agreement is held illegal or otherwise unenforceable, the remainder of this Agreement or the application of such provision, clause, or part under other circumstances shall remain unaffected.

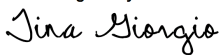
10.6. **Legal Expenses.** If any legal action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable consultants', experts' and reasonable attorneys' fees.

[Signatures on the following page]

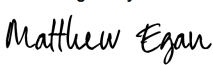


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

ICBA BANCARD, INC.

DocuSigned by:

188713D038D14CE...
Signature Tina Giorgio
Name (printed) President & CEO
Title June 29, 2020 | 14:02 PDT
Date Signed

FIDELITY INFORMATION SERVICES, LLC

DocuSigned by:

3B5D082C125F49A...
Signature Matthew Egan
Name (printed) Accounting Manager
Title June 29, 2020 | 22:02 EDT
Date Signed