

Master Services Agreement

This Master Services Agreement (“**MSA**”) is effective as of May 17, 2017 (the “**Effective Date**”) between:

Corporation Service Company (“**CSC**”) and Transfac Capital, Inc. (“**Customer**”)
2711 Centerville Road 257 East 200 South, Suite 350
Wilmington, DE 19808 Salt Lake City, UT 84111
Attn: General Counsel Attn: John Thompson

This MSA sets forth the general terms and conditions under which Customer may periodically engage CSC to provide certain services as described in this MSA or SoW (“**Services**”) pursuant to a Statement of Work that will be entered into between CSC and Customer (“**SoW**”) for each engagement.

GENERAL TERMS AND CONDITIONS

1. SERVICES.

CSC shall provide the Services described in a SoW that details the relationship of the parties with regard to a specific service. Each SoW shall (i) be signed by the parties; (ii) incorporate by reference this MSA; and (iii) state the pertinent business parameters, including, but not limited to, pricing, payment, and a description of the Services to be provided. In the event of a conflict between the terms of this MSA and any SoW, the terms of the SoW shall control as applicable to the services described in that SoW only. A SoW may provide additional terms of service that are specific to the service therein described.

2. DEFINITIONS

2.1 “Confidential Information” means the terms of this MSA (including the terms of each SoW) and all confidential and proprietary information of CSC or Customer, including without limitation all business plans, product plans, financial information, software, designs, formulas, methods, know how, processes, and materials provided to the receiving party in the course of engaging and performing Services under this MSA, and technical, business and financial data of any nature whatsoever (including, without limitation, any marketing, pricing and other information regarding the Services), provided that such information is marked or designated in writing as “confidential,” “proprietary,” or any other similar term or designation. Confidential Information does not include information that is (i) rightfully in the receiving party’s possession without obligation of confidentiality prior to receipt from the disclosing party; (ii) a matter of public knowledge through no fault of the receiving party; (iii) rightfully furnished to the receiving party by a third party without restriction on disclosure or use; (iv) provided to CSC for purposes of filing or recording as a public record with a government filing office in accordance with applicable law, even if the information includes Personal Information; or (iv) independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information.

2.2 “Government Filing Office” means an office of a government entity that accepts for filing or recording written or electronic records for filing or recording and makes the records available for public inspection in accordance with applicable law. The term includes the office of a private entity operating under contract with a government unit to provide public record filing functions.

2.3 “Personal Information” means any data, information and/or records of or pertaining to the disclosing party’s customers (current, former or prospective), and employees (current, former or prospective) or its customers’ customers (current, former or prospective) or employees (current, former or prospective), including but not limited to names, addresses, telephone numbers, account numbers, account and transaction information and any other “Nonpublic Personal Information” as defined in the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 et seq. (the “GLBA”) relating to such individuals. The term does not include information provided to CSC by Customer for filing or recording as a public record with a Government Filing Office in accordance with applicable law.

2.4 "Services" means the services performed (or to be performed) by CSC for Customer or any Customer Affiliate under this Agreement, as more particularly described in a SoW.

2.5 "Subcontractor" means a person engaged by CSC to perform functions that may involve Confidential Information or Personal Information.

2.6 "Third-Party Vendor" means a party engaged by CSC to file, record, search, retrieve documents or perform other actions at a Government Filing Office when, in CSC's sole judgment, such engagement is necessary to fulfill an order for Services under this Agreement.

3. TERM AND TERMINATION.

3.1 Term; Survival. The term of this MSA commences on its Effective Date and shall remain in effect unless terminated as provided below. Upon any termination of this MSA, Sections 3, 4, 5, 8, 9, 10 and 12 through 17 hereof shall survive in accordance with their terms. Termination of this MSA or any SoW shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees and expenses for all Services performed, including any search reports, evidence of filing or similar materials or filing fees associated with such Services, as of the date of termination.

3.2 Termination for Convenience. Either party may terminate this MSA for convenience by providing the other with written notice, which termination shall become effective upon thirty (30) days after receipt of such notice by the other party. In addition, either party may terminate any SoW hereunder thirty (30) days after receipt of written notice from the other party and Customer shall pay CSC for all completed work performed through the date of termination.

3.3 Termination for Breach. Either party may notify the other in writing in case of the other's alleged breach of a material provision of this MSA and/or an applicable SoW. The recipient shall have thirty (30) days from the date of receipt of such notice to effect a cure. If the recipient of the notice fails to effect a cure within such period, then the sender of the notice shall have the option of sending a written notice of termination of the applicable SoW(s), or the MSA if the breach affects multiple SoWs, which notice shall take effect upon receipt.

4. PROPRIETARY RIGHTS.

4.1 Ownership. Customer shall own all rights in service of process, filing evidence, search reports, or business entity information delivered by CSC to Customer in the course of performing Services, subject to Customer's payment in full under such SoW and subject to CSC's rights in the underlying web applications, knowhow, systems, processes and intellectual property used by CSC to perform the Services.

4.2 Reservation of Rights. CSC reserves all rights not expressly granted to Customer in this MSA. Except as expressly stated, nothing herein shall be construed to (1) directly or indirectly grant to a receiving party any title to or ownership of a providing party's intellectual property rights in services or materials furnished by such providing party hereunder, or (2) preclude such providing party from developing, marketing, using, licensing, modifying or otherwise freely exploiting services or materials that are similar to or related to the Services or materials provided hereunder. Notwithstanding anything to the contrary herein, Customer acknowledges that CSC has the right to use any Customer provided materials solely for the benefit of Customer in connection with the Services performed hereunder for Customer.

5. CONFIDENTIALITY.

5.1 Duty of Confidentiality. Each party shall (i) use Confidential Information of the other party only for the purposes of performing obligations in connection with this MSA or any SoW hereunder, and (ii) use at least reasonable care to protect from disclosure to any third parties any Confidential Information disclosed by the other party for a period from the date hereof until three (3) years following the later of (i) the termination date of this MSA or (ii) the last date of the completion or other termination of Services under each SoW entered into hereunder, provided, however, that Confidential Information that constitutes, contains or reveals, in whole or in part, CSC proprietary rights (irrespective of whether such information was designated confidential in a writing) shall not be

disclosed by the receiving party at any time. Notwithstanding the foregoing, a receiving party may disclose Confidential Information pursuant to a valid order of a court or authorized government agency provided that the receiving party notifies the disclosing party, unless prohibited by law or legal process.

5.2 Publicity. Each party shall not, and shall not authorize or assist another to, originate, produce, issue or release any written publicity, news release, marketing collateral or other publication or public announcement, relating in any way to this MSA or any SoW entered into hereunder, without the prior written approval of the other party.

6. CSC PERSONNEL.

6.1 Assigned Personnel. CSC shall have the right to determine which of its employees shall be assigned to perform Services under this Agreement. CSC shall ensure that such employees are qualified to perform the Services assigned.

6.2 Employee Screening. CSC conducts pre-employment background checks on all employees. To the extent permitted by applicable law, the background check covers a period of time that is either a) no less than seven (7) years from the present, or b) if less than seven (7) years, the individual's entire adult life. The screening process includes at a minimum, (i) verification of the information given to CSC on the applicant's resume and/or employment application, e.g., work history and education; (ii) Social Security Number verification, as applicable; and (iii) state and U.S. criminal history check.

6.3 Non-Discrimination in Hiring and Employment. CSC is an equal opportunity employer and does not discriminate on the basis of race, color, religion, creed, citizenship status, marital status, sexual orientation, sex, national origin, disability, veteran status or any other protected status under applicable state or federal law. CSC shall remain in compliance with all applicable civil rights and non-discrimination laws and regulations.

7. SUBCONTRACTORS.

7.1 Use of Subcontractors. Except as otherwise provided in subsection 7.2, CSC shall not use subcontractors to perform any portion of the services under this Agreement without Customer's prior permission.

7.2 Use of Local Third-Party Vendors. If the applicable SoW so provides, CSC may, at its sole discretion and without prior approval of Customer, engage Third-Party Vendors under the terms and conditions set forth in the applicable SoW.

8. PAYMENT TERMS.

Invoicing and Payment. CSC shall submit invoices for fees and reimbursable costs and expenses and Customer shall pay each invoice in the manner specified in the applicable SoW. Customer will also pay all related taxes and withholdings, except for those based on CSC's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to CSC if required by law. All amounts are due in the currency stated on the invoice and in full thirty (30) days after the date of CSC's invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate.

9. WARRANTY.

9.1 Warranty. CSC warrants that it will provide the services described on an applicable Schedule with due care and skill and in accordance with industry standards. Customer must notify CSC in writing of any failure to so perform under this MSA or a SoW within ten (10) days after the date on which such failure first occurs. CSC's entire liability, and Customer's sole remedy, for CSC's failure to so perform shall be for CSC to, at its option, (i) use reasonable efforts to correct such failure, and/or (ii) terminate the applicable SoW and refund that portion of any fees received that correspond to such failure to perform.

9.2 Disclaimer and Exclusions. Except as expressly stated in Section 9.1 above, CSC (including its employees and agents) provides Services "AS IS" and makes no other express or implied warranties, written or oral, and ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING,

BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

10. LIMITATION OF LIABILITY.

10.1 Limitation on Direct Damages. CSC'S TOTAL LIABILITY (INCLUDING THE LIABILITY OF ANY EMPLOYEE OR AGENT OF CSC), AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY CSC'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE FEES PAID BY CUSTOMER TO CSC OVER THE LAST TWELVE MONTHS FOR THE SPECIFIC SERVICE FROM WHICH SUCH CLAIM DIRECTLY OR INDIRECTLY ARISES.

10.2 No Indirect Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 Indemnification. Subject to the limitations on damages in this Section 10, each party (each an "Indemnifying Party") agrees to indemnify, defend and hold the other party (the "Indemnified Party") and any Indemnified Party affiliates and each of the Indemnified Party's and the affiliate's respective shareholders, directors, officers and employees harmless from and against any and all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") which any Indemnified Party may incur, or may be asserted against any Indemnified Party by any person, entity or governmental authority, in connection with or arising out of a demand, litigation, claim or other cause of action based on or resulting from either: (i) the Indemnifying Party's breach of its confidentiality and information security obligations set forth in this Agreement, including the unauthorized disclosure or access to any of the Customer's Confidential Information; (ii) an allegation that any of the Services, software, documentation, or security devices, or other technology or process provided by CSC (collectively, "Technology"), violate or infringe on the U.S. patent, copyright, trademark, trade secret or other intellectual property right of a third party; provided, however, that the foregoing indemnity shall not apply to any Losses attributable to the Indemnified Party's use of such Technology inconsistent with the terms of this Agreement; or (iii) a claim or complaint by a customer or regulator of Customer that results in a fine against or payment by Customer to the customer or regulator.

11. INSURANCE.

11.1 Coverage Amounts. CSC shall at all times during the term of this Agreement maintain insurance coverage with insurers holding minimum A.M. Best ratings of at least A-VIII, in the following minimum amounts.

11.1.1 Commercial General Liability Insurance including Premises & Operations, Products/Completed Operations, Contractual Liability and Personal Injury with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

11.1.2 Automobile Liability Insurance for all owned, non-owned, borrowed, leased, and hired vehicles to be used in connection with this Agreement, with a combined single limit of at least \$1,000,000 each accident.

11.1.3 Worker's Compensation Insurance applicable in all States where the Services are to be provided and including \$1,000,000 per Injury/Disease Employers Liability coverage.

11.1.4 Technology and Professional Errors and Omissions Liability Insurance in the amount of \$1,000,000 per Claim.

11.1.5 Network Security and Privacy Liability Insurance (aka "Cyber") in the amount of \$1,000,000 per Claim or Event.

11.1.6 Crime Insurance, including Employee Dishonesty and Client Property coverage, in the amount of \$500,000 per loss.

11.2 Certificate. CSC shall provide a certificate, ACORD or other industry-standard proof of insurance upon request of Customer.

12. INFORMATION SECURITY.

12.1 Information Security Program. During the term of this Agreement, CSC shall maintain and follow a data security program that meets or exceeds public records service industry standards and complies with the requirements of state and federal laws applicable to the protection of Confidential Information. At a minimum, such data security program will include appropriate safeguards designed to protect against unauthorized access to Confidential Information as well as protect against unauthorized disclosure, use or other threats to the security of Confidential Information.

12.2 Changes to Information Security Program. CSC shall promptly notify Customer of any material changes to its information security systems, policies and procedures that may adversely impact Customer.

12.3 Notification of Data Breach. In the event that CSC experiences a data breach or other security incident involving Customer's Personal Data, CSC shall notify Customer reasonably promptly following CSC's confirmation of the data breach or security incident.

13. BACKUP AND DISASTER RECOVERY.

CSC shall at all times during the term of this Agreement maintain a data backup and disaster recovery plan sufficient to satisfy U.S. government regulatory requirements applicable to the providers of public record services to financial institutions. Upon request, CSC shall provide to Customer a copy of its current backup and disaster recovery plan. CSC shall promptly notify Customer of any material changes to the backup and disaster recovery plan that may adversely impact Customer.

14. GOVERNMENT REGULATIONS.

14.1 Location of Services. The parties agree that the Services are performed by CSC within the United States. By providing personal information to a CSC employee or application, Customer and its users acknowledge and consent to the processing of such information within the United States.

14.2 User Locations. Users who access the Service from other locations do so on their own initiative and are responsible for compliance with local laws. Users agree to comply with all applicable laws and regulations regarding the transmission of technical data exported from the United States including all export regulations.

14.3 Compliance with Laws. CSC and Customer shall comply with all applicable laws and regulations. CSC further agrees that in performing the Services under this Agreement, CSC shall comply with all applicable: (a) federal, state, local and international laws, regulations and government-issued rules and guidance, and (b) self-regulatory standards (collectively, "Laws").

14.4 OFAC Representations. CSC and Customer each represent and warrant that it and its users are not Specially Designated Nationals or Banned Persons with which U.S. persons are prohibited from engaging in business transactions or on any restricted person or entity watch list.

15. NOTICES.

Any notices permitted or required under this MSA and/or any SoW entered into hereunder shall be in writing, and shall be deemed given when delivered (i) in person; (ii) by overnight courier, upon written confirmation of receipt; or (iii) by certified or registered mail, with proof of delivery. Notices shall be sent to the address set forth above, or at such other address as provided to the other party in writing.

16. INDEPENDENT CONTRACTORS.

The parties shall act as independent contractors for all purposes under this MSA and/or SoW. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other party (except as may be set forth in a SoW for CSC to act as statutory registered agent to receive service of process for Customer's group of business entities) or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other party and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party.

17. AUDITS.

17.1 CSC Duties. CSC shall maintain complete and accurate payment records, in order for Customer to verify the accuracy and integrity of invoices and payment obligations under the Agreement, that Services charged for were actually performed, that Services have been and are being provided in accordance with the Agreement, the integrity of the systems that process, store, support, maintain, and transmit data with respect to any portion of Services provided under the Agreement, and that CSC is meeting applicable regulatory and legal requirements.

17.2 Audit Frequency. Upon reasonable notice and request, not more than once per year during the Term of the Agreement, unless specifically requested by government regulatory authorities, at Customer's sole cost and expense, and subject to CSC's then current confidentiality, security, and privacy obligations, policies and procedures, Customer or a third party auditor at Customer's request may confidentially inspect and audit CSC's security procedures and facilities, and CSC will reasonably cooperate with the foregoing. CSC will address in a timely manner, any security issues that constitute a breach of the Agreement which are discovered in such assessments.

17.3 Additional Audit Terms. CSC agrees to reasonably cooperate with Customer's audit staff or designees. Any such audit shall not include and Customer shall not request any confidential information of CSC's other customers, and such audit must not affect CSC's performance of the Services hereunder or CSC's performance of services to its other customers. Customer must provide CSC with reasonable advance written notice of its plans to audit CSC. Any such audit shall be scheduled at date and time mutually agreeable to the parties.

18. MISCELLANEOUS.

18.1 Entire Agreement. This MSA and any SoW(s) entered into hereunder (i) shall constitute the complete agreement of the parties with regard to the subject matter hereof and (ii) may be modified only by a writing signed by authorized representatives of both parties.

18.2 Force Majeure. Except for the payment of fees, neither party shall be liable under this MSA or any SoW because of a failure or delay in performing its obligations hereunder on account of any force majeure event, such as strikes, riots, insurrection, terrorism, fires, cyberattack, service attack, natural disasters, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party. CSC shall not be liable under this MSA or any SoW because of failure or delay in performing its obligations hereunder on account of Customer's failure to provide information to CSC on a timely basis as reasonably necessary for CSC to perform its obligations.

18.3 Assignment. Neither party may assign this MSA to a separate legal entity, without the other party's written consent. Neither party shall unreasonably withhold or delay such consent; provided, however, that such written consent shall not be required if (i) either party assigns this MSA to a separate entity in connection with a merger, acquisition, or sale of all or substantially all of its assets with or to such other separate entity, unless the surviving entity of the merger, acquisition, or sale of assets is a direct competitor of the other party.

18.4 Choice of Law. This MSA (including any SoW entered into hereunder) is governed by the laws of the State of Delaware, excluding its conflict of law rules.

18.5 Venue. The Parties agree that Delaware law shall apply to this Agreement, that any action related to this Agreement shall be brought in state or federal court in Delaware (United States), and that the Parties irrevocably submit to the personal jurisdiction of the State of Delaware.

18.6 WAIVER OF JURY TRIAL. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS MSA AND/OR ANY SoW

18.7 Conflicting Terms. All terms of any purchase order or similar document provided by Customer, including but not limited to any pre-printed terms thereon and any terms that are inconsistent, add to, or conflict with this MSA and/or an SoW, shall be null and void and of no legal force or effect.

18.8 Waiver. No waiver shall be deemed a waiver of any prior or subsequent default hereunder. If any part of this MSA and/or any SoW entered into hereunder is held unenforceable, the validity of the remaining provisions shall not be affected.

18.9 Modification. This MSA and any SoW hereunder may be amended or modified only by an instrument in writing duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this MSA to be executed by their duly authorized representatives as of the Effective Date.

CORPORATION SERVICE COMPANY

By (Sign): _____

Name (Print): _____

Title: _____

Date: _____

CUSTOMER

By (Sign): 

Name (Print): John D. Thompson

Title: CFO _____

Date: 5-22-2017 _____

STATEMENT OF WORK UCC & Related Services

This Statement of Work ("SoW") between Transfac Capital, Inc. ("Customer") and CORPORATION SERVICE COMPANY ("CSC") for CSC to provide UCC search, filing and related services under the Master Services Agreement dated May 17, 2017 between CSC and Customer (the "Agreement"), the terms of which are hereby incorporated into and made a part of this SoW.

1. Description of UCC Services & Pricing. Customer shall have access to the following filing, search and retrieval services for UCC and related records as more fully described below.

1.1 UCC On-line Search Services. CSC maintains a database of public domain UCC, statutory lien, and business entity records (the "Data") acquired directly or indirectly from government filing offices. The specific types of records included in the Data vary by state. CSC grants Customer access to its CSCFinancialOnline internet-based application ("CFOA"), which allows users to search the Data, generate search reports, download available images of disclosed records, and order manual retrieval of record images not available online. Customer may have CSC conduct searches using the CFOA for an additional fee.

1.2 UCC Off-line Search Services. Customer may order searches of UCC records, statutory liens, and other public domain records that are not available online through the CFOA. CSC will conduct these "off-line" searches either in-house or through its national vendor network. Off-line search results will be returned to Customer through the CFOA as data and images in electronic format. CSC does not independently verify the accuracy of data received directly or indirectly from a filing office. Customer agrees to bear sole responsibility for any loss arising from reliance on filing office data.

1.3 UCC Filing Services. Customer may use the CFOA to generate UCC records for submission to a filing office either electronically or as written forms. Customer may also submit UCC records for filing electronically through web services or other method mutually agreeable to the parties. CSC shall file UCC records only at the direction of and in the filing office designated by Customer. The CFOA automatically includes expiration date tracking for financing statements filed through the system, allowing Customer to receive alerts and run custom reports of approaching lapse dates. Customer agrees that it is solely responsible for preparation and content of all records submitted for filing. Customer further agrees that CSC has not been engaged to review or advise on the sufficiency, correctness, or appropriate place of filing of any UCC record, and that Customer will consult with legal counsel for any such advice.

1.4 Tracking Services. Customer may subscribe to debtor tracking, corporate tracking, and/or bankruptcy tracking services that CSC may elect to offer.

1.5 Auto Continuation Service. Customer may subscribe to CSC's Auto Continuation Service ("ACS") for existing UCC-1 financing statements and prior continuation filings in Customer's UCC portfolio. ACS provides for the automatic filing of UCC-3 continuation statements prior to the lapse date of records in Customer's portfolio under the following terms:

1.5.1 Time of Continuation. Customer will select the time for filing of automatic continuation statements at not less than 30 days nor greater than 150 days prior to the scheduled lapse date of the UCC-1 financing statement. CSC cannot guarantee timely filing of continuation statements for records added to Customer's portfolio within 10 days of the lapse date and disclaims all liability for missed deadlines.

1.5.2 Creation of Continuation Statement. CSC will map relevant information set forth on the related UCC-1 financing statement to the continuation statement. CSC will file the continuation statement in the same state or county office where the original UCC-

1 financing statement was filed. CSC does not exercise judgment or discretion regarding where to file a continuation statement.

1.5.3 Acknowledgment. CSC will send the completed filing acknowledgment record to the email address for the customer that is on file with prior filing orders related to the particular UCC-1 financing statement.

1.5.4 Rejection. CSC will alert Customer of any rejected continuation statements submitted for filing using ACS. Customer must notify CSC within 5 days after receipt of the rejection notice with instructions to make any necessary corrections and resubmit the rejected continuation statement. If Customer fails to notify CSC of its intention within that time, CSC will take no further action and the record will lapse.

1.6 Pricing. Customer agrees to pay any fees and related expenses as set forth on the attached fee schedule.

1.7 Invoice and Payment. CSC shall send Customer an invoice on a monthly basis for work performed in the previous calendar month. Customer shall pay each invoice in accordance with the Section 8 of the Agreement.

2. Term. This SoW shall have the term specified in the Agreement.

3. Service Levels. CSC will make reasonable efforts to respond to requests and questions from Customer in a timely manner during normal business hours. CSC will perform services through a service team and/or customer service representatives, who will work with Customer for prompt and professional resolution of any issues that arise while providing services.

4. Implementation. CSC shall establish an account for Customer and provide login information for CFOA users designated by Customer. Customer agrees to cooperate with CSC as necessary to fulfill the services, including by providing necessary information needed to implement the services.

4.1 Data Integration. CSC will integrate Customer's historic UCC record data into the CFOA. CSC will develop mutually agreeable time frame for integration after receipt and review of representative data from Customer.

4.2 Training. CSC will contact team members designated by Customer to schedule training once CSC has completed System implementation. Customer can attend public training sessions for CFOA as often as desired.

5. Filing Services Release. Customer hereby releases CSC from all liability for any loss arising from incorrect, inaccurate, incomplete, inappropriate, or legal insufficient information furnished by Customer for filing in the public record, including, without limitation, the names and addresses of parties, the description of collateral, dates of events, references to previous financing statements and the like. CSC shall have no duty to correct any information furnished by Customer or to notify Customer of any change that may be advisable; in connection therewith no knowledge concerning the correctness, completeness or accuracy of information provided by Customer may be imputed to CSC.

6. Data Disclaimer. CSC does not independently verify data obtained directly or indirectly from filing offices and makes no warranty regarding accuracy or completeness of the Data. Customer relies on the Data at its own risk.

7. Use of Third-Party Vendors. "Third-Party Vendor" shall have the meaning set forth in the Agreement. CSC may engage a Third-Party Vendor without prior approval by Customer to fulfil a particular search, filing, document retrieval or similar request (each an "Order") when, based on CSC's experience in the public records service industry and at CSC's sole discretion, the use of a Third-Party Vendor is necessary or advisable to fulfil that Order.

7.1 Engagement. CSC shall only engage a Third-Party Vendor under the following conditions:

7.1.1 Engagement of a Third-Party Vendor by CSC shall be in accordance with the usual, customary, and standard practices of the public record service industry.

7.1.2 CSC shall not provide the Third-Party Vendor with Confidential Information, Personal Information, or Customer Data as those terms are defined in the Agreement.

7.1.3 CSC shall be solely responsible to Customer for the acts and omissions of its Third-Party Vendors. CSC shall remain solely responsible for compliance with the requirements of the Agreement and this SoW.

AGREED TO AND ACCEPTED BY THE PARTIES:

CORPORATION SERVICE COMPANY

By (Sign): _____

Name (Print): _____

Title: _____

Date: _____

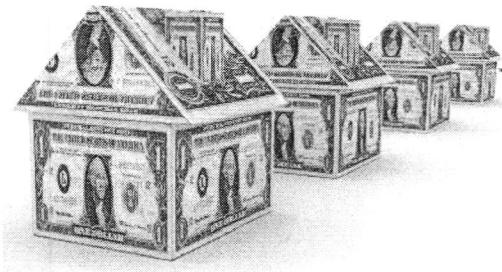
CUSTOMER

By (Sign): 

Name (Print): John D. Thompson

Title: CFO _____

Date: 5-22-2017



Transfac Capital CSCFinancialOnline UCC Pricing

Price List

LIEN SEARCH SERVICES

Online Search Services

Debtor Name Search – per State	\$20.00
Secured Party Name Search – per State ^A	\$55.00
Search by File Number (Online Copy Request)	\$20.00
Online Corporate Name Search ^B	\$20.70
DE Online Corporate Name Search ^C	\$20.00
Suit, Tax & Judgment Liens Search	\$26.00
Online Image Retrieval (first 100 pages) ^D	\$19.00

A. Add \$0.08 record if CSC runs the search.
 B. Only \$8.00 when ordered in conjunction with filing.
 C. Additional \$15.00 fee for each instance a name is selected for more detailed information.
 D. Page 101 and up add \$2.25 per page. Except for AL, AR, CC, GA, IA, KY, MA, ME, MO, ND, NY, OK, SC, SD, TN, VA, and WY, per page fee is \$2.75 per page.

Jurisdiction Search Services

UCC Search (SOS)	\$26.40
Local Search Services (Federal Tax Lien, State Tax Lien, Judgment Lien) per Search ^E	\$26.40
3 Local Search Package	\$57.00
3 Local Search Package with Summary Report	\$71.00
4 Local Search Package	\$67.00
4 Local Search Package with Summary Report	\$88.00
Litigation Search (Suit, Court Judgment, Federal Suit, Federal Judgment & Bankruptcy) per Search	\$26.40
Corporate Document Retrieval	\$26.40
Good Standing Retrieval	\$26.40
Copy Request	\$26.40
Jurisdiction Copy Fees (Minimum per page) ^F	\$2.75

E. Or \$22.00 if ordered in conjunction with local UCC search.
 F. For all local & offline state search services.

UCC Filing Services

UCC Filing ^G	\$18.00
Document Preparation by CSC	\$28.00
Create Filing & Self-File	\$7.00
Search-to-Reflect – Online	\$20.00
Search-to-Reflect – At Jurisdiction	\$26.40
Indiana Notification Letter	\$12.00

G. UCC Filing fee includes Expiration Tracking and Portfolio Management.

Tracking Services

Bankruptcy Tracking (per Debtor Name) ^H	\$6.00
Corporate Tracking (per Corporation) ^I	Free
Debtor Tracking (per Debtor Name)	\$6.00
H. \$6.00 annually per entity tracked.	
I. DE Corporate Tracking is \$6 annually per entity tracked.	

Additional statutory correspondent and/or rush expedite fees may apply. Prices are subject to change without notice. Tax not included.

|

REAL PROPERTY SEARCH SERVICES (Jurisdiction)

Property Report (O&E Search) - Commercial	\$75.00
Grantee/Grantor Search	\$30.00
Ownership Verification or Open Mortgage Search	\$30.00
Real Property Tax Search	\$30.00
Parcel Identification Number/Legal Description Search	\$30.00
Real Estate Document Retrieval	\$30.00
Online Flood Data Report – Basic	\$10.00
Online Flood Report – Life of Loan	\$16.00
Jurisdiction Copy Fees (Minimum per page)	\$2.75

*Other Real Property Search Services available upon request.

REAL PROPERTY FILING SERVICES

Record Release/Assignment Prepared in Rec Center	\$18.00
Prepare Recording in Recording Center and Self File	\$10.00
Property Document Recorded Without Rec Center	\$27.00
Borrower Notification Letter	\$7.00
Substitution of Trustee	Contact CSC

OTHER SERVICES

PPSA Services (Canadian UCC Equivalent)

PPSA Filing	\$25.00
PPSA or Other Canadian Lien Search	\$35.00

Purchase Money Security Interest (PMSI)

Order Processing Fee	\$20.00
Notification Letter – CSC Prints & Mails (per letter)	\$9.00 + Postage

Processing/Delivery Fees

Order Entry – Additional Processing Fee	\$8.00/Per order
QC Fee	\$6.00
Rush Fee	\$15.00
Fax or E-Mail	Free
FedEx	\$22.00

Special Services

Secured Party Representation Services	Contact CSC
Business Credit Report	\$52.00

PORTFOLIO MANAGEMENT

The CSCFinancialOnline System currently interfaces directly with many loan management software packages. To link your system with the CSC portfolio management system, please contact an Account Specialist at 800.858.5294.

This price list is property of CSC. It is intended for the recipient and should not be shared outside of the organization to which it was delivered.
The Price List identification number is 003-46-9872

© 2017 Corporation Service Company | Learn more about UCC services:
800.858.5294 | www.cscglobal.com