

CHANGE ORDER No. 01
to PPP Loan Forgiveness SOW

This Change Order No. 01 (“**Change Order**”) specifies revisions to the Statement of Work (“**SOW**”) dated as of September 4, 2020. This Change Order No. 1 is effective as of January 6, 2021 (“**Change Order Effective Date**”) and is entered into between Concentrix CVG Customer Management Group Inc. (“**Service Provider**”) and PayPal Inc. (“**PayPal**”). Any terms not stated in this Change Order will be governed first by the SOW and then by the Master Services Agreement entered into between Concentrix CVG Customer Management Group Inc. f/k/a Convergys Customer Management Group Inc, and Paypal Inc., dated **June 10, 2016 and as amended** (“**Master Services Agreement**”).

The following provisions will be incorporated into the SOW and will be effective as of the Change Order Effective Date.

Changes to the Statement of Work are as follows:

1. The second paragraph of Section 1.1. Services Overview, of the SOW is amended and restated in its entirety to read as follows:

“The Service Provider shall provide the Service Provider Personnel (as defined in Section 1.4) to support the execution of the PPP loan origination and/or loan forgiveness processes. The Service Provider Personnel will execute the processes using procedures and systems developed or provided by PayPal. The Service Provider will provide supervisors at the Team Lead (as defined in Section 1.4) levels to assist with overseeing and managing the Service Provider Personnel (as defined in Section 1.4). It is expected that the Service Provider Personnel will be able to satisfy the daily production and quality goals established by PayPal.”

2. The third paragraph of Section 1.1, Services Overview, of the SOW is amended and restated in its entirety to read as follows:

“Any issues or exceptions to the processes identified by Service Provider will be promptly escalated to the appropriate PayPal supervisors. The Service Provider will work with PayPal to develop and provide management reporting acceptable to PayPal to support the reconciliation of monthly invoicing.”

3. The fourth paragraph of Section 1.1, Services Overview, of the SOW is amended and restated in its entirety to read as follows:

“PayPal acknowledges full responsibility for all policy decisions related to the interpretation of any SBA guidance regarding PPP implementation or administration and Service Provider will not, as part of the Services hereunder, be advising PayPal regarding such implementation or administration. Provided Service Provider performs the services consistent with the procedures and other written instructions or directions provided by PayPal, Service Provider assumes no liability and shall bear no risk related to the

accuracy of the information contained in such PPP loan applications or PPP loan forgiveness applications or the collectability of loan payments under the PPP program. Service Provider shall use good faith efforts to complete all PPP related tasks and responsibilities assigned to it by PayPal, including with respect to verifying information as required under the PayPal-provided procedures, checklists and other written instructions or directions for identifying errors, fraud omissions, conflicts, or ambiguities in any documents prepared by loan applicants in connection with PPP loan applications or PPP loan Forgiveness applications , including as required under related SBA requirements.”

4. Section 1.2 Services Locations is deleted in its entirety and replaced with the following:

“Service Provider will perform work on PayPal provided laptops from the office locations specified below, or due to the COVID-19 Pandemic, work from home may be required to perform this engagement. Service Provider will perform the Services by accessing PayPal systems through the PayPal provided Citrix platform.

Service Location	Customer Market	Language of Service	Channels	Hours of Operations*
103-375 Pleasant St., Dartmouth, Nova Scotia B2Y 4N4 (Canada)	North America (NA)	English	Voice, Email, Chat, Social Media (as requested by PayPal)	8:00 am to 6:00 PM US Eastern Time
Moncton, New Brunswick (Canada)	North America (NA)	English	Voice, Email, Chat, Social Media (as requested by PayPal)	8:00 am to 6:00 PM US Eastern Time

*Subject to change at request of PayPal with no less than two (2) weeks’ prior written notice (which may be by email), for example, to cover US West Coast Pacific Time Zone, provided that if Service Provider can reasonably accommodate such a request prior to the expiration of such two (2) weeks’ prior written notice period, it will do so.”

5. The second paragraph of Section 1.4 Team Structure and Staffing is amended and restated in its entirety to read as follows:

“The Service Provider’s team (collectively the “Service Provider Personnel”) will be comprised of: approximately 30 Loan Forgiveness Personnel, 3 Loan Forgiveness Team Leads, 1 Trainer, 1 Quality Assurance person and 2 Managers. The Service Provider may add additional resources as required by PayPal. Service Provider agrees to promptly remove any Service Provider Personnel or resources from this engagement where PayPal provide in writing sufficient detail explaining the concern, Service Provider will comply at PayPal’s request. The following additional Service Provider personnel will be available to start work on or about January 11, 2021: 30 Loan Application Processor

Personnel and 3 Loan Application Processor Team Leads. PayPal may, in its discretion, deploy Service Provider personnel to different roles or to more than one role.

6. Section 1.4 Team Structure and Staffing- Roles and Responsibilities, of the SOW shall be amended to read as follows:

“Roles & Responsibilities:

Manager

Manager has responsibility to train, oversee, and manage Service Provider Personnel:

- Oversee and manage the performance of direct reports and their staff, including planning and assigning work for Service Provider Personnel in accordance with the organization’s policies and applicable legal requirements.
- Provide leadership and guidance to direct reports to ensure consistent administration of company policies and standards; define and implement any corrective actions needed to meet operational performance.
- Conduct regular one-on-ones with direct reports to review individual performance, the performance of their teams and offer on-going developmental support.
- Lead dissemination of information and messaging from PayPal to assigned Team Lead(s) Loan Forgiveness Personnel and Loan Application Processor Personnel .
- Conduct regular status meetings with assigned Team Lead(s).
- Maintain responsibility for key metrics reporting, including tracking of resource levels and quality standards.
- Actively consult with PayPal leadership on headcount and performance management activities.
- Any other PPP Forgiveness or PPP Loan Application Processing related tasks assigned by PayPal.

Service Provider Personnel may be required to work within combined teams that may also include PayPal personnel and personnel provided by other service providers, as assigned by PayPal. Manager and Team Leads shall be responsible for coordination of Service provider Personal with the non-Service Provider team members and oversight and management of Service Provider Personal working within this team construct. Service Provider shall promptly bring to PayPal’s attention any conflicts or issues that arise in the context of this combined team structure.

Team Lead

Service Provider Team Leads will be assigned to train, oversee, and manage groups of Service Provider Loan Forgiveness Personnel and Loan Application Processor Personnel:

- Responsible for day-to-day quality assurance / monitoring and coaching of assigned Personnel
- Support the PayPal PPP loan forgiveness and loan application management teams in project governance at the team level.
- Ensure adherence to any messaging or communications, including SOP changes, delivered by PayPal to the Team Leader.

- Work with Service Provider Loan Forgiveness Personnel and Loan Application Processor Personnel not meeting quality standards to improve work product quality.
- Monitor team progress to identify areas for additional training and communicate such needs.
- Administrate day to day schedules and attendance for their team.
- Work closely with PayPal's PPP loan forgiveness and PPP loan application management teams to utilize proper corrective action procedures as required.
- Any other PPP Forgiveness/PPP loan Application processing related tasks assigned by PayPal

Trainer

Trainer may be assigned to train individual or groups of Loan Forgiveness Personnel, Loan Application Processor Personnel, and other non-Service Provider personnel, as assigned by PayPal:

- Responsible for conducting the required training as needed to support the onboarding of new resources to the loan forgiveness and loan processing teams.
- Support and partner with Managers and Team Leads to transition of the Loan Forgiveness Personnel and Loan Application Processor Personnel from training to production environment, ensuring competency levels meet business needs (where required).
- Responsible for maintaining and updating the training material, as required and directed to by PayPal.
- Forgiveness Management or Loan Application Processing Teams, to stay current with changes that are made in the PPP loan forgiveness and Loan Application processes by the SBA.
- Recommend modifications to training materials on the basis of internal customer feedback and/or Training Needs Analysis.
- Any other PPP Loan Forgiveness /PPP loan Application processing related tasks assigned by PayPal.

Loan Forgiveness Personnel

- Analyze borrower provided documentation to support their loan forgiveness application.
- Execute all PayPal provided procedures and enter appropriate data into PayPal systems.
- Achieve PayPal performance and quality goals as outlined by Project Manager and Team Leads.
- Any other PPP Loan Forgiveness related tasks assigned by PayPal.
- Follow all required PayPal policies and procedures.

Loan Origination Processor Personnel

- Analyze borrower provided documentation to support their PPP Loan application and requested loan amount
- Execute all PayPal provided procedures and enter appropriate data into PayPal designated systems

- Achieve PayPal performance and quality goals as outlined by Project Manager and Team Leads
- Any other PPP Loan application processing related tasks assigned by PayPal
- Follow all required PayPal policies, procedures and instructions”

7. The third paragraph of Section 1.5 Reporting, of the SOW is amended and restated in its entirety to read as follows:

“The Service Provider will provide written updates as needed on any challenges Service Provider Loan Forgiveness Personnel or Loan Origination Processor Personnel are encountering with PayPal process, systems, or guidance.”

8. Under Section 2. Period of Performance the first sentence will be revised as follows:
The Services for PPP loan forgiveness will commence on or around Sept 14, 2020 and the Services for PPP loan originations will commence on or around January 11, 2021 and continue, in the case of Services for PPP loan originations until April 30, 2021 and in the case of Services for PPP loan forgiveness until September 30, 2021, unless otherwise extended by mutual written agreement of the Parties. Notwithstanding the foregoing, PayPal may terminate this Statement of Work for convenience upon thirty (30) days’ prior written notice to the Service Provider.

9. The Second paragraph of Section 4, Fees and Payments, A. Fees of the SOW is amended and restated in its entirety to read as follows:

“The number of Service Provider Personnel, including, without limitation, Team Leads, Loan Forgiveness Personnel, Loan Application Processing Personnel, Managers, Quality Assurance Personnel and Trainers required by PayPal at any time during the period of performance under this SOW shall be determined by PayPal in its sole discretion. No minimum spend or retention of any minimum number of Service Provider Personnel is required under this SOW. Any approved and requested overtime, will be paid for hourly rate workers at a rate of \$1.5 X the hourly rate stated above. Overtime rate shall only apply to Loan Forgiveness Personnel and Loan Application Processing Personnel. If this SOW is extended beyond December 31, 2021 the agreed rates in this section shall be adjusted annually. Effective on January 1 of each year thereafter, an inflation rate of 2% will be applied to the then prevailing production and training rates.

If local, regional, state or federal/national government minimum wage laws are substantially changed throughout the term of this SOW beyond its regular annual adjustments, the Parties will come together to discuss and negotiate in good faith any commercial impact to the rates.”

DARTMOUTH, NS Level / Role	Estimated Number of Resources	Production Rate in USD	Training Rate Rate in USD	Estimated Weekly Hours
Team Leads	6	\$3,900 per		40

DARTMOUTH, NS Level / Role	Estimated Number of Resources	Production Rate in USD	Training Rate Rate in USD	Estimated Weekly Hours
		month*		
Loan Forgiveness Personnel	30	\$29.25 per hour	\$29.25	40
Loan Origination Personnel	30	\$29.25 per hour	\$29.25	40
Manager	2	\$4,290 per month*		40
Quality Assurance Personnel	1	\$3,705 per month*		40
Trainers	1	\$32.05 per hour		40

10. A new Section 5. IT Requirements will be added as follows:

“5.1 IT Requirements

PayPal will be responsible for

- Providing one imaged laptop for each teammate and staff member assigned to the PPP program.
- Providing tokens or equivalent for the Service provider personnel to be able to access PayPal’s systems. Management of the tokens once received is the Service Provider’s responsibility.
- Providing access to such PayPal or PayPal designated systems as deemed necessary by PayPal for Service provider to perform the services. Any Licenses necessary for the PayPal tools that the Service Provider personnel will be using specifically related to what they will be working on for PayPal
- Providing monitoring capabilities to record voice transactions

5.2 Service Provider will provide the following, at Service Provider’s sole cost and expense, to accompany each PayPal laptop:

- One 21” flat panel monitor to be used in conjunction with each laptop
- Mouse – 3-button Optical Surf Mouse
- Keyboard – needs to be specific to English language requirements
- Power cords as required for the above
- Headset
- In addition, Service Provider shall not reassign laptops as between Service Provider personnel, as all laptops that have been in use on the program must be returned to PayPal for a 30-day quarantine for PayPal to reimage the machine before further use

11. Section 5. General will be renumbered to Section 6. General and the following Section C. added thereto.

“C. Unless otherwise defined herein, each term used in this Change Order shall have the meaning as set forth in the SOW or the Master Services Agreement. Except as modified herein, all other terms and conditions of the SOW and the Master Services Agreement, as previously written, shall remain unchanged and in full force and effect.”

Notwithstanding anything in this Change Order that could be construed to the contrary, nothing in this Change Order shall be deemed to amend, modify, change or alter in any manner the terms and conditions of the Master Services Agreement.

By signing below, the parties agree that the complete agreement consists of 1) this Change Order, 2) the SOW and 3) the Master Services Agreement.

IN WITNESS WHEREOF, the parties have executed this Change Order as of the Change Order Effective Date.

PayPal, Inc.

DocuSigned by:

Bernardo Martinez

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Signed

Name: Bernardo Martinez

Title: VP Global Business Financing

Date: January 7, 2021

Concentrix CVG Customer Management Group Inc.

DocuSigned by:

Wendy Wilson

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Signed

Name: wendy wilson

Title: Corp. Counsel

Date: January 11, 2021

