

PayGOV.US, LLC.
5144 E. Stop 11 Road, Suite #17
Indianapolis, IN 46237

AGENCY SERVICE AGREEMENT

THIS AGREEMENT effective 5/6/2021 by and between **PayGOV.US LLC (Hereinafter PGV)**, with its principal address at 5144 E. Stop 11 Road, Suite #17 and the **ADRC of Eagle Country Sauk County- Baraboo office (Hereinafter The AGENCY)**, with its principal address at 505 Broadway, Room 102, Baraboo WI 53913 for a month to month term cancelable by 30 days written notice by either party.

PGV has designed and developed a payment processing system for Government agencies, to include operator-assisted and Internet processing services to enhance the collection of Payments or other obligations on a 24/7 basis. The person wanting to pay an obligation to **THE AGENCY** by credit or debit card, or any of its departments, may do so by calling the PGV toll-free number, or logging on to the designated website link (where applicable), at no cost to **THE AGENCY**. PGV will charge the cardholder a 3.00% convenience fee for all POS, ONLINE, or OVER THE PHONE IN OFFICE transactions. A minimum fee of \$1.00 will apply. PGV will charge the cardholder a 4.95% convenience fee for all OPERATOR ASSISTED transactions. A minimum fee of \$4.95 will apply. Service includes timely and accurate transaction processing, next business day reconciliation and funds transfer via ACH transfer, or check, from PGV to **THE AGENCY**.

PGV will be the provider of the agreed upon merchant services to the **AGENCY** for the awarded payment processing services during the period beginning on the date on which PGV and the **AGENCY** execute the Agreement. PGV agrees **THE AGENCY** is not responsible for any compensation for this service, nor shall **THE AGENCY** pay any associated operational costs, state or federal taxes on behalf of PGV. PGV accepts and agrees to perform all services associated with this agreement as an independent contractor and not as an employee of **THE AGENCY**. PGV and **THE AGENCY** each agree (i) to hold the other party's Confidential Information in strict confidence; (ii) not to disclose such information to any third parties without the prior written consent of the disclosing party or as required by law or regulation.

PGV will indemnify and save **THE AGENCY** harmless from any loss, cost damage, cardholder transaction disputes, charge-backs, and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to PGV's negligence or failure to perform any of its obligations under this service agreement. **THE AGENCY** agrees to assist PGV with (i) any efforts necessary to facilitate collection of funds from any cardholder to include reinstatement of the obligation owed **AGENCY**; (ii) all cardholder information pertinent to any inquiry or dispute regarding payment made to the **AGENCY** via the services of PGV.

PGV represents it is qualified to perform the aforementioned services as outlined in this agreement, and that all work shall be accomplished in a workmanlike manner. PGV agrees to observe and comply with all federal, state, and local law in performing the services listed. This Agreement shall be governed by the law of the State of Wisconsin.

The initial term of this Agreement shall be month to month. This Agreement shall automatically be extended for an additional one month terms at the end of each month. **IN WITNESS WHEREOF, AGENCY and PGV** have caused this Agreement to be effective on the date executed by **THE AGENCY**.

Reviewed and Approved:

[Signature]

Date: 5/6/2021

[Signature]

Laura J. Hiatt
PayGOV.US LLC.

Date:

5/7/21