

AdComp Systems Inc. Master Agreement

THIS AGREEMENT is made on the 17th day of December 2019 by and between Webb County, Texas (hereinafter **CLIENT**) located at 1000 Houston St., Laredo, Texas 78040 and AdComp Systems Inc. (hereinafter **ADCOMP**) located at: 1720 S. Edmonds Lane Suite 201 Lewisville, Texas 75067. ADCOMP and CLIENT may be referred to individually as PARTY or collectively as PARTIES.

ADCOMP and THE CLIENT agree to the following terms and conditions: ADCOMP will provide to the CLIENT with PRODUCTS and SERVICES that are selected in Annexure A attached herewith, that will be used by the CLIENT and their customers or end-users, (hereinafter called CONSUMER).

TERM OF AGREEMENT: The CLIENT shall commit to using all PRODUCTS and SERVICES for a minimum term of one (1) year from the date of the first Live transaction through the PRODUCT and/or SERVICE. The Agreement shall remain in effect unless either PARTY provides a written notice of termination, given 30-days in advance preceding the expiration of the current term.

EARLY TERMINATION: CLIENT may not terminate this agreement without cause. To terminate the agreement, CLIENT must provide ADCOMP notice with valid reasons for requesting early termination. CLIENT must provide time for ADCOMP time to cure any such conditions to avoid early termination. CLIENT agrees to pay an early termination fee covering the costs of set-up, configuration and data import to ADCOMP to terminate the agreement early without cause.

PROMOTION: THE CLIENT allows ADCOMP to promote their PRODUCTS in various service locations; such as: kiosks, websites and similar venues/sites.

COMPENSATION FOR ADCOMP: Compensation for ADCOMP for the PRODUCTS that the CLIENT selects to purchase, or use are listed in Annexure "A".

ADCOMP'S RESPONSIBILITIES: ADCOMP shall provide the CLIENT online access to reports of activities and transactions by the CONSUMER. ADCOMP will pay through ACH, any transaction payments due to the CLIENT the next business day. The payment will be remitted to the CLIENT'S bank, whose ACH information is provided by the CLIENT in Annexure "B".

TRAINING: First-rate service is the core focus of ADCOMP and the premise of the corporation's success. The CLIENT'S employees will receive unlimited, one-on-one training, timely service for any questions concerning transactions and other activities.

THE CLIENT'S RESPONSIBILITIES: THE CLIENT will complete Annexure "B" to provide ADCOMP with their banking information to receive ACH funds directly into their bank account.

CONFIDENTIALITY And NON-DISCLOSURE: Both parties agree that any confidential information will not be disclosed to anyone without prior consent of the other party. To the extent authorized by the law, the parties may wish, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other ("Confidential Information"). Each party will prevent the disclosure of any of the other party's Confidential information to third parties.

AMENDMENTS TO AGREEMENT: Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by both parties.

INCONSISTENCIES: Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

SEVERABILITY: Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

PROHIBITION AGAINST ASSIGNMENT: There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

ENTIRE AGREEMENT: This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.

AMENDMENT: No changes to this Agreement shall be made except upon written agreement of both parties.

WAIVER: The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

RULE OF CONSTRUCTION: The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

GOVERNING LAW: This Agreement is governed by, and is to be construed in accordance with, the laws of the State of Texas, without regard to conflict of laws rules. Any action brought to enforce the terms of this Agreement shall be brought in the federal and state courts of Texas.

IMMUNITY: Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

Webb County, Texas	AdComp Systems Inc.
Date:	Date: December 17 , 2019
Signature:	Signature:
Name:	Name: Mansur Plumber
Title:	Title: CEO
Email:	Email: mansur@adcompsystems.com

Annexure A

All platforms include unlimited users, real time reporting, alerts, training, 24-7 support, and software updates

UTILITY PAYMENTS

- Convenience Fee charged to CLIENT
- ADCOMP will bill CLIENT on a monthly basis
- CLIENT absorbs all Merchant Processing Fees

Item	Convenience Fee	Remarks
Web /IVR /Utility Express Credit Card Payments	\$0.75	PER TRANSACTION

Annexure B

**** Please email the completed and signed agreement to merchantservices@adcompsystems.com ****