



SPRUNGER ALLIANCE MEMBERSHIP AGREEMENT

This Sprunger Alliance Membership Agreement ("Agreement") is made and entered into by and between Sprunger Administrative Support, LLC dba Sprunger Alliance ("SAS") and the below client ("Client"). SAS hereby offers the below terms and conditions for use of its platform and services. By accepting such terms electronically or submitting payment for part of all of the Membership Dues in anyway, Client hereby accepts such terms and conditions in exchange for the herein depicted SAS platform and services.

1. **Term.** The effective date shall be the date Client accepts this Agreement ("Effective Date"). The term of this Agreement shall begin on the Effective Date and shall continue for the later of one (1) year or the longest agreement with a Vendor on the Platform, unless automatically extended as herein provided, and shall automatically be renewed for successive one (1) year periods thereafter unless otherwise terminated pursuant to the conditions below ("Term"). The Term shall automatically extend to the latest agreement with a Vendor on the Platform.

2. **Platform Access & Discounts.** During the term of this Agreement, SAS will provide Client with access to a group of Vendors and management services ("Platform"). SAS has negotiated group pricing discounts, promotions, exclusive service or product offerings, commissions, or other such benefits ("SAS Discounts") between itself and Vendors on the Platform ("Vendors"). Client understands that when it utilizes a Vendor through the Platform, Client will agree to pay Vendor's then-current market rates. SAS will advance the expenses incurred by Client, pay the Vendor directly, and consolidate all such Reimbursable Expenses (RBE) and Membership Dues into one monthly invoice from SAS to Client. SAS will combine all SAS Discounts each month and will share a portion with Client ("Client Discounts") in form of an aggregated discount on SAS's invoice to Client. SAS' negotiations with the Vendors for SAS Discounts are ongoing and therefore Client Discounts can change at any time. Attached as Exhibit A is an example of Client Discounts as of the date indicated on such Exhibit, but may not be presently valid and may be changed at SAS's discretion at any time for any reason.

3. **Membership Dues.** Client agrees to pay SAS \$9.99 per month per employee or user in exchange for access to Vendors and the respective Client Discounts ("Membership Dues"). In the event that Client Discounts are less than Membership Dues, SAS will reduce the Membership Dues to the value of the Client Discounts for that month.

4. **Management Services.** This Agreement grants Client the option to enter into a subsequent agreement with SAS to provide "Management Services" for Client according to the Terms and Conditions as they exist at the time Client exercises its right to enter into such agreement ("Management Agreement"). If Client has not yet exercised such option, Client may instead access Management Services at the following rates: \$100/hour - Platform Assistants, \$200/hour - Platform Managers, \$250/hour - Chief Operating Officer/Vice Presidents, \$350/hour - Managing Partner/Attorney/Chief Executive Officer. Such rates and positions shall include other positions of roughly equivalent rank. Billings shall be to the nearest 1/4 of an hour, rounded up and a minimum of 1/4 of an hour. All labor provided by SAS shall be considered Management Services, including but not limited to: onboarding assistance with a Vendor, managing Vendors and their performance, or any other service SAS may provide. However, the following labor shall not be considered Management Services and therefore is offered to Client without any additional cost or billing: adding or subtracting employees/users of Client's company to the Platform or as a user with any Vendor software or system, introductions to Vendor or its representative, or advancing expenses for Client (including setting up billing with Vendor initially, advancing payment to Vendor, consolidating such reimbursable expenses into Client's monthly invoice, or calculating and applying Client Discounts).

5. **Billing Process.** SAS will calculate an estimate of Client's monthly expenses to be incurred with Vendors through the Platform and Membership Dues ("Estimated Monthly Spend"). Client agrees to deposit two (2) months of Estimated Monthly Spend ("Minimum Trust Balance") with SAS to be held in Trust for Client.

Client further agrees to establish an automated payment plan with SAS to deposit the Estimated Monthly Spend every month. Client promises to provide SAS with two payment methods. Client authorizes SAS to utilize such funds in Trust to pay Client's invoice in full each month, including actual expenses incurred with Vendors ("Actual Monthly Spend") and Membership Dues. SAS may revise the Estimated Monthly Spend for any reason, including but not limited to Client's Actual Monthly Spend exceeding the Estimated Monthly Spend or the addition of Vendors Client will utilize. In the event SAS revises the Estimated Monthly Spend, Client agrees and authorizes SAS to revise the monthly payment plan for automatic deposit to Trust and to use either of the Client's payment methods to initiate a one-time deposit to Trust to replenish the Trust balance to the new Minimum Trust Balance.

6. **Not Covered.** Subject to the foregoing, nothing in this Agreement shall be construed as SAS being required to provide or otherwise providing any legal advice, legal services, or other law or legal-related services, consultation or advice. The scope of the Services provided under this Agreement are limited to those set forth in this Agreement. Accordingly, in providing the Services hereunder, SAS is not acting as an attorney or lawyer and Client shall not rely on any information and/or statement provided by SAS as legal advice. Client understands that SAS may have secured various insurance policies that name SAS as the insured, to which Client may have benefit as a third-party claimant under certain circumstances. But Client is not a directly named insured and it may be in Client's interest to secure its own policies. Such policies may include, but are not limited to, General Liability Insurance, Crime Insurance and Cyber Insurance.

7. **Disclosure.** It is hereby disclosed that Cory Sprunger and Allison Sprunger ("the Sprungers") are owners of SAS, Sprunger Professional Employer Organization, LLC and Law Offices of Cory & Allison Sprunger, LLC d/b/a Sprunger & Sprunger ("Sprunger & Sprunger"). Neither the Sprungers nor SAS will disclose any information relating to Client or Client's clients to any employee of Sprunger & Sprunger.

8. **Closed.** SAS is closed and does not provide services on the following holidays each year: New Year's Eve and New Year's Day, MLK Jr. Day, Good Friday, Memorial Day, Independence Day (July 4), Labor Day, Veteran's Day, Thanksgiving Day and the Friday after, Christmas Eve and Christmas.

9. **General Terms**

- A. At all times during this Agreement, Client shall comply with all local, state and/or federal laws, regulations and/or ordinances. Client shall not demand, request, require or instruct SAS or any of its employees to perform an act which violates any local, state or federal law, regulation or ordinance and further agrees not to require any employee to perform any act which may expose Client, SAS or the employee to any criminal or civil liability or penalty. Client warrants and represents that to the extent Client has any existing agreement, contract or other legal commitment or obligation, Client's engagement of SAS and the provisions of the Services hereunder, does not violate or otherwise breach any such agreement.
- B. The relationship between SAS and Client is one of independent contractor/vendor. Nothing in this Agreement, in providing the Services under this Agreement, or use of the word "Membership" shall create an employment, agency or joint venture relationship. During the Term of this Agreement, Client shall not act as an agent, either actual or constructive, or otherwise have the authority to bind SAS to any commitment, obligation, contract or agreement. Nothing in this Agreement is intended to create a fiduciary relationship between the parties. Accordingly, the parties do not owe one another a fiduciary duty and by executing this Agreement, each party specifically disclaims, waives and otherwise releases any fiduciary duty owed to the other.
- C. Client shall respond to any requests for information or records requested by SAS within seven (7) business days or as otherwise requested by SAS. SAS shall be entitled to review all business operations of Client and to audit all books and records of Client to assure compliance by Client with any/all legal obligations including all Client obligations under this Agreement.

- D. If Client fails to timely pay any amount due under this Agreement, Client will be charged a late fee in an amount equal to eighteen percent (18%) of the past due amount which shall be assessed and compounded monthly. Should SAS be forced to undertake collection action against Client for failure to pay in full, SAS shall be entitled to late fees, interest at the then current, Indiana statutory rate plus all costs/expenses associated with collection including reasonable attorneys' fees. Failure of Client to pay when due may, at the sole discretion of SAS, constitute a material breach of this Agreement warranting immediate termination and damages.
- E. Termination by Client - Client may terminate this Agreement by providing SAS a written notice of termination no less than sixty (60) days prior to the last day of the then current Term. Client may terminate this Agreement earlier than the end of the then current Term by providing SAS a written notice of termination no less than sixty (60) days prior and paying an early termination fee equal to 75% of the Estimated Monthly Spend through the end of the then current Term.
- F. Termination by SAS - SAS may terminate this Agreement at any time by providing Client thirty (30) days written notice of termination. Subject to the foregoing, SAS may terminate this Agreement immediately, with or without notice, where Client materially breaches this Agreement which shall include, without limitation, Client's failure to timely pay, Client's engaging in unprofessional and/or illegal conduct, or Client becoming insolvent or otherwise filing for bankruptcy.
- G. Client hereby agrees to indemnify and hold SAS harmless from and against any and all claims, demands, damages, liabilities, judgments, injuries, deaths, actions and causes of action, costs and expenses (including attorneys' fees and litigation costs and expenses), of any nature whatsoever, including liability to third parties, either known or unknown, without limit and without regard to the cause or causes thereof or the negligence of SAS, arising out of or otherwise related to Client's actions, inactions, negligence, professional negligence, malpractice or breach of this Agreement, the actions, inactions, negligence, intentional misconduct, wrongful conduct, professional negligence, malpractice or any other wrongful act of any of Client's employees or otherwise arising out of any violation/alleged violation of any local, state and/or federal law, regulation or ordinance. Client and SAS expressly agree that Client's obligation to indemnify and hold SAS harmless shall apply to claims, expenses and liabilities for which Client and SAS are jointly, severally and/or concurrently liable. In the event SAS advances funds in connection with any claim, expense or liability for which Client is obligated to indemnify SAS, Client shall pay or otherwise reimburse SAS for all amounts paid including any and all costs and/or attorneys' fees incurred within thirty (30) days of Client's receipt of written demand for payment. To the fullest extent permitted by law, the total liability in the aggregate for any alleged wrongdoing by SAS including any claim or allegation of negligence, malfeasance, malpractice, errors, omissions, strict liability, breach of warranty or otherwise alleging breach of this Agreement or for any other claim, loss, cost or damage, including attorneys' fees whatsoever arising out of, resulting from or in any way related to the Membership Dues provided under this Agreement for the duration of the Term of this Agreement or the twelve (12) month period prior to the date of the alleged wrongdoing, whichever is shorter. Client warrants and represents that as of the Effective Date of this Agreement, Client has no existing judgments, liabilities or delinquencies. Should it be determined that Client has any predecessor liability for which SAS may become responsible or otherwise liable, Client agrees to indemnify SAS from any and all liability associated therewith and to the extent SAS pays any such predecessor liabilities, Client shall reimburse or otherwise pay back SAS within thirty (30) days and otherwise consents to withholding payments and/or distributions in amounts sufficient to repay any predecessor liabilities paid by SAS. The indemnification and limitation of liability provisions contained in this section shall survive termination of this Agreement.
- H. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by all parties hereto. No waiver by any provision of this Agreement shall be effective unless

explicitly set forth in writing and signed by the party so waiving. The failure of any party to require performance of any obligation under this Agreement shall not be deemed a waiver of future compliance herewith and shall not affect the right of a party to require compliance at any time thereafter. This Agreement shall bind and inure to the benefit of the parties and their respective legal representatives, heirs, successors and assigns.

- I. Client may not assign this Agreement or the duties and responsibilities hereunder to anyone. SAS may assign all rights and obligations under this Agreement to any person or entity and by executing this Agreement, Client consents to the assignment of this Agreement by SAS as may be determined in its sole discretion.
- J. The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision contained herein and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.
- K. All disputes between the parties hereto including any and all disputes arising out of this Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the substantive and procedural laws (and not the conflict of law rules) of the State of Indiana. Any dispute arising under or out of this Agreement or between the parties hereto shall be heard by either the Adams County Circuit or Superior Court located in Decatur, Indiana or the United States District Court for the Northern District of Indiana, Fort Wayne Division. Should suit be filed in a venue or forum other than as provided herein, the filing party shall pay to the other all costs, including attorneys' fees, travel costs and local counsel fees, associated with dismissing the improperly filed matter or otherwise related to transferring said action to the proper court and/or venue. Subject to the foregoing, SAS shall be permitted to domesticate and/or seek enforcement of any court order or judgment in any county or state which may be necessary to carry out the terms thereof.
- L. Each party irrevocably and unconditionally waives any right that it may have to a trial by jury in respect to any legal action arising out of any dispute between the parties hereto including any legal action arising out of or relating to this Agreement or the Services provided hereunder.
- M. SAS shall be entitled to recover from Client any/all costs, including attorneys' fees, associated with any dispute arising between the parties hereto or otherwise arising out of or under this Agreement including any collection action that may be instituted by SAS for the recovery of unpaid invoices.
- N. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but together the counterparts shall constitute one and the same document. This Agreement is the entire agreement between the parties and supersedes any prior understandings, agreements or representations by and between the parties, written or oral, regarding the subject matter hereof. The section headings contained in this Agreement are provided for convenience and ease of reference only, and shall not be utilized in any manner to interpret the terms of this Agreement or the intent of the parties. For purposes of interpreting and construing this Agreement, neither party shall be considered the drafter of this Agreement.
- O. Any individual accepting this Agreement represents and warrants that he/she has the actual authority to do so and has full authority to bind the parties hereto.

IN CONSIDERATION hereof, Client and SAS hereby enter into this Agreement this day.

Exhibit A

Membership Discounts:



| <u>Service</u> | <u>Vendor</u> | <u>Discount</u> |
|-----------------------------|---|-----------------|
| Phone Receptionists |  smith.ai ANSWERING OPPORTUNITIES | 15% |
| Phone Service (VoIP) |  dialpad | 8% |
| Marketing & Web |  REUSSER | 10% |
| Employee Benefits & Payroll |  SPRUNGERPEO PROFESSIONAL EMPLOYER ORGANIZATION | Custom |
| Employee Benefits & HR |  BestFit PEO Solutions | \$7.50/employee |
| IT & Security |  BROWNS Integrated Technologies | 10% |
| IT & Security |  CENTRACOMM Trusted to secure and manage hybrid networks. | Custom |
| Bookkeeping & Taxes |  B | 10% |
| Mail Processing |  edex MAILING When Proof Matters™ | 10% |
| Microsoft Licenses |  ITS | Varies |
| Remote Notary |  NotaryPro | 46% |
| Practice Management |  Clio | 5% |
| Clio Wraparound |  SPRUNGER ALLIANCE | Custom |
| Ai Software |  Tempello AI-CAPTURED TIME ENTRY | 10% |
| E-Filing/Recording |  doxpop™ | 10% |
| Medical Document Review |  LAXTON CONSULTING LLC CERTIFIED LEGAL NURSE CONSULTANT | 5% |

www.SprungerAlliance.com

*Discount negotiations are ongoing and will fluctuate. These discounts reflect the discounts as of May 17, 2025.