

## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") is dated and made effective as of the date specified in the signature block of the Statement of Work (the "Effective Date") between Enlighten Financial, a Wisconsin limited liability company ("Enlighten"), and the business entity that has executed a Statement of Work ("Client"). Enlighten and client hereby agree as follows:

### RECITALS:

Enlighten Financial is in the business of providing various consulting services to financial institutions regarding loan review, credit underwriting, portfolio management, consulting, and related services. Client desires to engage Enlighten to perform the services described in this Agreement; and Enlighten is willing and able to perform the services for Client in accordance with the terms of this Agreement.

FOR AND IN CONSIDERATION of the mutual covenants contained in this Agreement, Client and Enlighten (the "Parties") agree as follows:

Section 1. Statements of Work. Enlighten shall perform the Services as described in the relevant Statement of Work ("SOW"). The parties shall execute a SOW for each engagement, which shall be dated and numbered sequentially to facilitate identification. When fully executed, each SOW shall constitute an addendum to this Agreement, each of which is hereby incorporated herein by reference. In the event of any inconsistency between the provisions of this Agreement and any SOW, the provisions of this Agreement shall govern. The authorized signatories of the respective parties shall sign all SOWs. Enlighten shall not be liable for additional work unless it has first been approved in writing in accordance with Section 11. This Agreement does not constitute an agreement by either party to any minimum quantity of services, except as expressly set forth in a SOW. Enlighten represents and warrants to Client that (i) Enlighten is qualified to provide the Services required by the Statement of Work and this Agreement as and when required hereunder, and to the specifications required hereby; (ii) Enlighten has all right, power and due authority to perform the Services required by the Statement of Work and this Agreement; and (iii) the Services will not, to the best of Enlighten's knowledge, infringe any third party's intellectual property or third party proprietary rights. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ENLIGHTEN FINANCIAL MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES TO CLIENT OR ANY THIRD PARTY; AND ALL OTHER REPRESENTATIONS, WARRANTIES, AND/OR GUARANTEES, EXPRESS OR IMPLIED, AND WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE, ARE SPECIFICALLY AND EXPRESSLY DISCLAIMED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.

### Section 2. Site and Security Regulations; Key Personnel.

(a) Enlighten and any and all representatives of Enlighten, shall comply with all federal, state and local laws, rules, ordinances and regulations, as well as Client's written site and security regulations provided to Enlighten. Any representative of Enlighten who fails to comply with all federal, state and local laws, rules, ordinances and regulations as well as Client's site and security regulations may be prohibited from performing any further work under this Agreement. Upon Client's written request, Enlighten will perform a police/criminal background check on any or all representative of Enlighten who are scheduled to be located on Client premises for one (1) month or longer, and Enlighten shall obtain proper releases from its employees, agents, officers, directors or subcontractors to allow the results/findings of such background checks to be provided to Client's loss prevention/security personnel. Enlighten Financial hereby agrees to assign to the Work, only persons who are legally authorized to work in the United States.

(b) Enlighten shall assign the representatives of Enlighten identified in the Statement of Work to performance of the Services for so long as the parties deem necessary, so long as they are employed by or associated with Enlighten. Client hereby accepts same. These representatives shall only be removed from

performing the Services (i) with the prior written consent of the Client, (ii) if performance of the Services is suspended by the Enlighten for more than five days, or (c) if this Agreement is terminated by the Client. The Client shall have the right to direct replacement of any of these representatives for reasonable cause.

Section 3. Enlighten Financial's Fee. In consideration of Enlighten Financial's performance of the Services, Client agrees to pay Enlighten the applicable charges set forth in this Agreement and the applicable SOW. If the project becomes delayed to the Client imposed circumstances, a progress payment may be required. All invoices for the balances shall be paid by Client within thirty (30) days after the date of the invoice. Any payments not made when due shall accrue interest at the rate of 1.5% per month, or the highest legal rate, whichever is less, from the date when due until paid in full. We invoice mileage at the IRS milage rate at the time we incurred the milage. We invoice meals at the IRS approved per diem rates at the time we incurred the expense. We invoice all other expenses, such as hotels, at the actual cost incurred.

Section 4. Invoices and Records. All Fees and reimbursables (incidental or out-of-pocket expenses) shall be payable upon receipt of Enlighten Financial's invoice. Enlighten Financial shall have the right to suspend services if payments are not received by Client, until payment is received. Enlighten Financial shall keep full and accurate records and documentation to substantiate the amounts claimed in any invoice, which records shall be made available to Client.

Section 5. Independent Enlighten Financial Relationship. The Parties intend that an independent contractor relationship will be created by this Agreement. Client is interested only in the results of Enlighten Financial's work and shall not exercise any control over the conduct or supervision of the Work or the means of its performance. Enlighten Financial shall have full responsibility for the payment of all federal, state and local taxes and contributions, including penalties and interest, imposed pursuant to unemployment insurance, social security, income tax, workmen's compensation or any other similar statute, and Enlighten Financial shall be solely responsible for any liability to third parties resulting from the negligent or intentional acts or omissions of Enlighten Financial, its agents, employees or subcontractors arising from or occurring in the course of the Work.

Section 6. Indemnification.

Each party agrees to indemnify, defend and hold harmless the other, together with its directors, officers and employees, from any and all liabilities, damages, losses, expenses, demands, claims, suits or judgments, including reasonable attorneys' fees and expenses, in any way related to, or arising from: (i) a party's negligent acts or omissions or its employees' intentional misconduct, or (ii) material, uncured breach of this Agreement, for all work provided, either previously or in the future. The Parties' obligation to so indemnify, defend and hold harmless hereunder shall survive the expiration or earlier termination of this Agreement. This agreement is in effect for all current, previous, or future work between Enlighten Financial and Client.

Section 7. Ownership of Documents. All documents, information, specifications, renderings, data, software, material, and recordings comprising part of the Work shall be the property of Client and shall be delivered to Client upon its request but in any event upon the expiration or earlier termination of this Agreement. Pursuant to this Agreement, Enlighten Financial waives all claims to, and relinquishes to Client all right, title and interest as Enlighten Financial may have in the Work and any materials relating to the Work, including copyright and patent rights. Notwithstanding the foregoing, Enlighten Financial shall own, hold and retain all right, title and interest in its pre-existing intellectual property and other proprietary rights in Enlighten Financial's business methods, know-how, processes, trademarks, service marks, logos, and other work product which existed prior to the date of this Agreement and which was not created specifically for Client as part of the Work.

Section 8. Standard of Performance. The Work shall be performed in a good, workmanlike manner in accordance with the standards of Enlighten Financial's profession and such other accepted standards as may be applicable to Work of this kind.

Section 9. Changes in Work and Compensation.

(a) Client may order extra work or make changes by altering or adding to or deducting from the Work by executing a Change Order, as approved by Enlighten Financial. Any additions to the Work so ordered shall be performed subject to the conditions of this Agreement. Enlighten Financial shall not be obligated to perform extra work and may not claim additional compensation for extra work unless first ordered to perform such extra work by a Change Order.

(b) Upon receipt of a written request from Client for changes in the Work or for extra work which would affect the Fee or the time for Enlighten Financial's performance, Enlighten Financial shall submit a statement detailing Enlighten Financial's proposal for accomplishing the changes proposed by Client and the effect, if any, on the Fee, and/or the for completing the Work. If Client accepts Enlighten Financial's proposal, a Change Order shall be executed by the parties and the Fee shall be adjusted as agreed.

Section 10. Intellectual Property Indemnification. Enlighten Financial will indemnify Client against, and hold it harmless from, any liability, cost, loss, or expense arising out of any claim, demand, or action alleging that any documentation or items, including, but not limited to, software, hardware and manuals, or any portion thereof as furnished under this Agreement and infringes any third party rights in a valid copyright, trademark, patent or other intellectual property issued on or before the Effective Date of this Agreement; provided that (i) Client first promptly gives written notice of the claim, demand or action to Enlighten Financial; (ii) Client gives proper assistance to Enlighten Financial, at Enlighten Financial's sole cost and expense, in connection with the defense and/or settlement; and (iii) Enlighten Financial directs, controls, and fully participates in the defense of or any settlement of such claims, demands or actions. Client must approve of any settlement that directly or indirectly affects Client.

Section 11. Default; Cure; Remedies. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party fails or refuse to perform according to the material terms of this Agreement, such party may be declared in default thereof by the other party by a written notice; provided, however, that no default shall be deemed or construed to exist unless and until the non-defaulting party has permitted the defaulting party full and fair opportunity for thirty (30) calendar days (or, in the case of the failure of a party to pay Fees when due, five (5) calendar days) to cure the nonperformance identified in such notice. In the event that the default has not been corrected or begun to be corrected, or the defaulting party has ceased to pursue the correction with due diligence, the party declaring default may elect to (a) terminate the Agreement and seek damages; or (b) treat the Agreement as continuing and require specific performance.

Section 12. Miscellaneous.

(a) Assignment. The terms of this Agreement shall be binding on the parties, and all successors to the foregoing. Neither party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other party's prior written consent except, upon prior written notice, pursuant to a transfer of all or substantially all of such party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. All modifications to or waivers of any terms of this Agreement must be in a writing that is signed by the parties hereto and expressly references this Agreement.

(b) Section Headings. All section headings and captions used in this Agreement are purely for convenience and shall not affect the interpretation of this Agreement.

(c) Exhibits. All exhibits described in this Agreement shall be deemed to be incorporated in and made a part of this Agreement, except that if there is any inconsistency between this Agreement and the provisions of any exhibit, the provisions of the Exhibit shall control. Terms used in an exhibit and also used in this Agreement shall have the same meaning in the exhibit as in this Agreement.

(d) Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of Wisconsin excluding: (i) its conflict of laws rules and (ii) the United Nations Convention on Contract for the International Sale of Goods.

(e) Modification. Except as otherwise provided, this Agreement shall not be modified except by written agreement signed on behalf of Client and the Enlighten Financial by their respective authorized officers.

(f) Exclusive Agreement. This Agreement supersedes all prior understandings, representations, negotiations and correspondence between the parties, constitutes the entire agreement between them with respect to the matters described, and shall not be modified or affected by any course of dealing, course of performance or usage of trade.

(g) Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired. Any illegal, invalid, or unenforceable provision in this Agreement shall be modified to conform to the law, rule, regulation, or guideline with which it conflicts.

(h) Waiver. The failure of either party at any time to require performance by the other of any provision of this Agreement shall in no way affect that party's right to enforce such provision, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision or any other provision.

(i) Survival. The rights and obligations of the parties shall survive the expiration of the Term or earlier termination of this Agreement. Specifically, the Enlighten Financial's obligations to indemnify Client shall survive this Agreement.

(j) Disclosure. The Enlighten Financial shall in each instance obtain the prior written approval of Client concerning exact text and timing of any news releases, articles, brochures, advertisements, publications, prepared speeches and of any information releases concerning this Agreement or the Work.

(k) Counterparts. This Agreement may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original.

(l) Employee Solicitation/Hiring. During the period of this Agreement or SOW, and for eighteen (18) months thereafter, neither party or end client will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party within six (6) months immediately prior to the alleged violation.

(m) Notices. All notices, approvals, requests, consents and other communications given pursuant to this Agreement shall be in writing and shall be effective when received if hand-delivered, sent by overnight courier service or sent by United States certified mail, addressed as follows (or to such other address as a party may designate by the giving of proper notice in accordance with this section):

Section 13. Confidentiality. The parties acknowledge and agree that this Agreement and its terms and conditions are confidential and contain confidential and proprietary information of both Client and Enlighten Financial. Neither Client nor Enlighten Financial shall disclose copies of this Agreement to any party for any purpose without the prior written consent of the other party, unless the disclosure is made by either party to its own accountants, attorneys or agents, or the disclosure is determined by a court of competent jurisdiction to be required by law.

Section 14. Further Assurances. Each party agrees that it will take such actions, provide such documents, do such things and provide such further assurances as may reasonably be requested by the other party during the term of this Agreement.

Section 15. Limitation of Liability. Neither party shall be liable for consequential, indirect, or incidental damages or other indirect costs, fees, or charges of any kind arising from any claims filed hereunder. The provisions of this Paragraph 17 shall survive any expiration or earlier termination of this Agreement. Enlighten Financial's aggregate liability to Client, if any, shall not exceed an amount equal to the actual paid by Client to Enlighten Financial. The pricing of the services under this Agreement reflects this allocation of risk and limitation of liability.

Section 16. Validity of Agreement. This Agreement shall not be valid or binding upon either party unless it shall have been executed by an authorized representative of Enlighten Financial and an acting officer of Client.

Section 17. Alternative Dispute Resolution. Any controversy, claim or dispute of whatever nature arising among the parties, arising out of or relating to this Agreement or the construction, interpretation, performance, breach, termination, enforceability or validity of this Agreement, whether such claim existed prior to or arises on or after the date of this Agreement, including the determination of the scope of this Agreement to arbitrate (an "Arbitrable Matter"), shall be resolved by, and the parties agree to submit to, final and binding arbitration administered by the CPR Institute for Dispute Resolution, in accordance with its Rules for Non-Administered Arbitration in effect from time to time, subject to the following:

- (a) Any party may demand that any Arbitrable Matter be submitted to binding arbitration. The demand for arbitration shall be in writing, shall be served on each other party in the manner prescribed herein for the giving of notices, and shall set forth a short statement of the factual basis for the claim, specifying the matter(s) to be arbitrated.
- (b) The arbitration shall be conducted by a single arbitrator (the "Arbitrator") appointed by the parties jointly within thirty (30) days after the submission of the Arbitrable Matter in accordance with subsection (a), above, or, if the parties cannot agree upon an arbitrator within such thirty (30) day period, by an arbitrator appointed in accordance with CPR Rule 6; provided, that the Arbitrator shall be a neutral and impartial party with substantial professional experience in commercial litigation and or financial institutions operation. The arbitration shall be conducted on an expedited basis, such that a final, binding decision and award shall be made not later than one hundred eighty (180) days following the Arbitrator's selection.
- (c) The Arbitrator shall conduct such evidentiary or other hearings as the Arbitrator deems necessary or appropriate, and any arbitration pursuant hereto shall be conducted by the Arbitrator according to the Federal Rules of Evidence as in effect from time to time as if they were applicable thereto. Each party shall be entitled to discovery in accordance with the Federal Rules of Civil Procedure and, if expert testimony is to be submitted by a party, each other party shall be entitled to a description of the matter as to which such expert testimony is to be submitted and the basis therefor and a deposition of such expert. Within sixty (60) days after the conclusion of such evidentiary or other hearings and proceedings, the Arbitrator shall make a written determination. All such arbitration proceedings shall take place in Green Bay, Wisconsin, or other place agreed upon by both parties, and shall be confidential.
- (d) The Arbitrator shall base his or her decision and award on applicable law and judicial precedent, and shall have the authority to award any remedy or relief that a Court of the State of Wisconsin could order or grant, including specific performance and injunctive relief. The Arbitrator's decision and award shall be in writing and shall be accompanied by a written statement containing a summary of the issues in controversy, a description of the award and an explanation

of the reasons for the decision and award, including findings of fact, conclusions of law and the reasoned application of applicable law to the facts and questions of law presented by the issues in controversy. In rendering such decision and award, the Arbitrator shall not add to, subtract from or otherwise modify the provisions of this Agreement. The Arbitrator's decision and award shall be final and binding upon the parties and shall be subject to judicial enforcement in any court having jurisdiction thereof, or modification in whole or part or denial of enforcement in whole or part, but any such modification or denial shall be only on the basis that there was Arbitrator bias or manifest disregard of the law which did, or which reasonably might have, affected the outcome. In any action to enforce, modify or set aside the Arbitrator's decision and award, the prevailing party shall be entitled to recovery of the party's costs and to reasonable attorneys' fees set by the court. Any action to modify or set aside the decision and award must be brought within ten (10) calendar days after receipt of a written copy of the decision and award by the party which brings the action.

- ( e ) Except as otherwise provided in this subsection (e), binding arbitration shall be a condition precedent to any legal action (except one to compel binding arbitration), and the enforcement of any final award shall be the sole and exclusive remedy, determinative of the Arbitrable Matter and of all defenses, counterclaims, accountings or other issues presented to the Arbitrator. Monetary awards shall be payable and paid promptly, in United States dollars. A monetary award may include interest from the date of any breach until the date of the award, and shall include interest from the date of the award until paid, at a commercially reasonable rate fixed by the Arbitrator. Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief, where appropriate, from a court of competent jurisdiction, pending the outcome of any arbitration concerning the subject of such arbitration, or when authorized by the Arbitrator's decision and award or when emergency relief is required.
  
- ( f ) Except as provided herein, each party shall bear all of its costs and fees incurred in connection with such arbitration proceedings, including, without limitation, administrative fees, attorneys' fees, fees of expert witnesses and travel expenses (collectively, "Costs and Fees"), and each party shall bear equally the fees and expenses of the Arbitrator and all other costs and expenses incurred in connection with the arbitration (collectively, "Arbitration Expenses"). Notwithstanding the preceding sentence, the Arbitrator shall be empowered to require any one (1) or more of the parties to bear all or any portion of the Costs and Fees and/or the Arbitration Expenses in the event that the Arbitrator determines that such party has acted unreasonably or in bad faith.