

## MASTER SERVICES AGREEMENT

This Master Services Agreement (this “**Agreement**”) is entered into on 1.27.23 (the “**Effective Date**”) by and between Domuso Inc., a Delaware corporation, with offices located at 2110 Main St. Suite 302, Santa Monica, CA 90405, (“**Domuso**”) and Lindy Property Management Company, a corporation, with offices located at 309 Yorktown Road Suite 211, Jenkintown, PA 19046 (“**Client**”).

### RECITALS

**WHEREAS**, Domuso provides online electronic payment services that facilitate the payment of reservation holds, rents, deposits, dues, fees, and other rental-related expenses (collectively “**Payments**”) between real property renters and property managers and/or real property owners; and

**WHEREAS**, Client manages certain rentable real properties on behalf of property owners, and Client and such property owners desire to provide renters of such properties with the opportunity to make Payments to property owners using Domuso’s services.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, the parties hereby agree as follows:

### AGREEMENT

#### 1. DEFINITIONS.

For purposes of this Agreement, capitalized terms used and not defined herein shall have the respective meanings ascribed to them below:

- 1.1. “**Affiliate**” means, with respect to any specified party, any other person or entity who, directly or indirectly, controls, is controlled by, or is under common control with such party.
- 1.2. “**Client**” means, collectively, the entity entering into this Agreement as set forth in the preamble and any of its Affiliates that provide management services to Properties.
- 1.3. “**Client Content**” means any and all data, materials, information, and content (a) provided by Client or a Property Owner to Domuso for use on the Domuso Service or in connection with Domuso’s setup of the Domuso Service for Client or such Property Owner or (b) posted by Client or a Property Owner directly onto the Domuso Service.
- 1.4. “**Confidential Information**” means any and all information disclosed by one party to the other party, directly or indirectly, in writing, orally, electronically, or in any other form, that is marked as “confidential” or “proprietary” or with a similar designation at the time of the disclosure, or is or should be reasonably understood to be confidential or proprietary to the disclosing party given the nature of the information and the circumstances of the disclosure. “Confidential Information” includes, without limitation, (i) information about the Domuso Service, (ii) Trade Secrets, (iii) financial information, including pricing, (iv) business information, including sales presentations, products, intellectual property, policies, procedures, sales product and service plans, and business concepts, plans or strategies, (v) the terms of this Agreement, and (vi) other information of a similar nature not generally disclosed by the disclosing party to the public and which may be provided to receiving party or otherwise come into receiving party’s possession. Notwithstanding the foregoing, Confidential Information does not include information that (a) is or becomes generally available to the public through no breach of this Agreement or any other agreement by the recipient of the

information, (b) was known by the recipient of the information at or before the time such information was received from the discloser, as evidenced by the recipient's tangible (including written or electronic) records, (c) is received from a third-party that is not under an obligation of confidentiality to the disclosing party with respect to such information, or (d) is independently developed by the recipient of the information without any breach of this Agreement, as evidenced by the recipient's contemporaneous tangible (including written or electronic) records.

- 1.5. **"Documentation"** means such manuals, documentation and any other supporting materials relating to the Domuso Service that are provided to Client and/or a Property Owner by Domuso in connection with this Agreement.
- 1.6. **"Domuso Service"** means, collectively, (a) the object code version of the mobile application and web-based software application that enables online electronic payments and is made available to Client and Renters at [www.domuso.com](http://www.domuso.com) or via a mobile application and (b) any Updates to the foregoing.
- 1.7. **"Intellectual Property Rights"** means any and all rights existing from time to time under patent, copyright, trademark, trade secret, unfair competition, moral rights, publicity rights, privacy rights laws, and any and all other proprietary rights.
- 1.8. **"Legal Requirements"** means all applicable laws, rules, regulations, governmental permits, or other binding determinations of any governmental authorities.
- 1.9. **"Property"** means any rentable property owned by a Property Owner.
- 1.10. **"Property Owner"** means any owner of a Property (a) who wishes to use the Domuso Service to collect Payments from Renters of such Property and (b) on whose behalf the Client has entered into a Property Order Form under this Agreement.
- 1.11. **"Renter"** means any renter or tenant of a Property.
- 1.12. **"Property Order Form"** means a written Property Order Form that describes, among other things, the Property for which the Domuso Service will be used by Client and the applicable Property Owner pursuant to this Agreement.
- 1.13. **"Trade Secrets"** means Confidential Information that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, including patented products, new products for which patents will be sought, or are pending; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
- 1.14. **"Updates"** means any modifications, error corrections, bug fixes, new releases, or other updates to the Domuso Service and/or Documentation that are generally made available by Domuso to its customers at no additional charge during the term of this Agreement.

- 2. **CLIENT AUTHORITY.** Client is entering into this Agreement on behalf of Property Owners that elect to use the Domuso Service and who have authorized the Client to execute a Property Order Form. Client intends to manage each Property Owner's use of the Domuso Service. Client agrees to execute a separate Property Order Form for each Property Owner who wishes to use the Domuso Service. Any Property Order Form must be executed by Domuso and Client to be binding on the parties. Client represents and warrants that Client is authorized in writing to enter into this Agreement on behalf any Property Owner on behalf of whom the Client

executes a Property Order Form. Client will make available to Domuso, upon request, written confirmation of the relationship between Client and any Property Owner. This confirmation should include, without limitation, the applicable Property Owner's acknowledgement that Client is authorized to act on its behalf in entering into this Agreement and any Property Order Form. Client will provide a copy of this Agreement (including any applicable Property Order Form) to each Property Owner. Domuso, Client, and Property Owners are sometimes referred to collectively as the "parties" and individually as a "party."

### 3. DOMUSO SERVICE.

- 3.1. **License.** Subject to the terms and conditions of this Agreement and the timely payment of all fees hereunder, Domuso grants to Client and any Property Owner for whom Client executes a Property Order Form a nonexclusive, nontransferable, non-sublicensable limited right and license, during the term of this Agreement, to access and use that portion of the Domuso Service used by property owners and property managers solely (a) in accordance with the Documentation, (b) for the Client's and the applicable Property Owner's own internal business use, and (c) subject to the limitations and restrictions set forth in this Agreement, including any applicable Property Order Form. For the avoidance of doubt, Domuso is not obligated to customize or alter the Domuso Service for Client or any Property Owner. Client and the applicable Property Owner may also permit each applicable Renter to access and use that portion of the Domuso Service that is used by Renters to make Payments.
- 3.2. **Limitations on Use of Domuso Service.** Client and Property Owners may only utilize the Domuso Service for the processing of Payments. Client and Property Owners may not use, and hereby represent that they will not use, the Domuso Service for any other purpose, including, without limitation, the payment for any illegal or illicit activity, good, or service. Client and Property Owners agree to comply with all Domuso policies relating to the use of the Domuso Service, including, without limitation, (a) Domuso requirements for data security, (b) any operating rules or policies of the credit or debit card associations or networks that are used to process the Payments and (c) any operating rules or policies of the National Automated Clearing House Association. Notwithstanding anything to the contrary in this Agreement, Domuso has the right (x) to change, suspend or discontinue the Domuso Service, in whole or in part and (y) to impose limits on features or restrict access to parts or all of the Domuso Service without notice and without liability when Domuso, in its sole discretion, determines necessary to protect the integrity of the Domuso Service or Domuso's goodwill, to avoid harm to others, or for any other reason. Domuso may decline to process any Payment in connection with, among other reasons, fraud prevention activities, Legal Requirements, or Domuso policies. Domuso reserves the right to suspend or permanently terminate any Renters use of the Domuso Service for any reason. Client and Property Owners shall not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Domuso Service.
- 3.3. **Responsibility for Other Parties.** Each Renter will be considered a tenant of the Property Owner and not a customer of Domuso. Domuso makes no representations or warranties for the benefit of any Renter. The client represents that it is an authorized agent of the Owner, and as agent of the Owner the Client agrees that use of the Domuso Service (as opposed to the Domuso Service itself) will comply with all Legal Requirements.

- 3.4. **Property Order Forms.** Client will execute a Property Order Form for each Property. All fully-executed Property Order Forms are hereby incorporated into this Agreement. If a Property Owner also executes a Property Order Form, such execution will be deemed to constitute such Property Owner's confirmation of its agreement to the terms and conditions of this Agreement.
- 3.5. **Client Content.** Client and each applicable Property Owner are responsible for providing to Domuso (a) all applicable Client Content necessary for Client and Property Owner to use the Domuso Service and as may be reasonably necessary by Domuso's bank partners to complete initial and periodic due diligence reviews and KYC checks and (b) a property information form ( "**Property Information Form**" ) for each Property (forms of which are available at [https://domuso.formstack.com/forms/property\\_level\\_information](https://domuso.formstack.com/forms/property_level_information) and [https://domuso.formstack.com/forms/file\\_upload\\_template\\_copy\\_1](https://domuso.formstack.com/forms/file_upload_template_copy_1)). Client certifies that (i) all information it provides pursuant to this Section 3.5 is true, accurate and complete as of the date provided and (ii) should there be any material change to the information so provided, Client will notify Domuso as soon as practically possible of any such change(s).
- 3.6. **Modification of Domuso Service.** Domuso may from time to time, without prior notice to Client or Property Owners, modify the Domuso Service; provided, however, that Domuso will not modify the Domuso Service in a manner that would, in its sole discretion, significantly adversely affect the Property Owners' use thereof without providing 60 days' notice to Client (e-mail being sufficient) of any such modification.
- 3.7. **Sub-Merchant Direct Agreement.** In the event that more than \$1,000,000 in Visa transactions and/or \$1,000,000 in MasterCard transactions (or such other amount provided by the operating regulations and rules of Visa and MasterCard) is processed through and on behalf of a Property Owner at a Property in any 12-month period, such Property Owner will automatically be deemed to have accepted, and will be bound by, the "Sub-Merchant Agreement" set forth in Exhibit A of this Agreement, the terms of which will be independently enforceable by the parties thereto.
- 3.8. **Payments.**
- (a) **Methods.** The Domuso Service will enable Renters to make Payments using the payment methods set forth on an applicable Property Order Form, which may include credit/debit card, check scanning, and electronic funds transfer. If Client elects to use Domuso's check scanning services on behalf of a Property Owner, (i) all scanning will be done by Client or the applicable Property Owner; (ii) Client and such Property Owner will be responsible for obtaining and maintaining its own scanning equipment; (iii) Client and such Property Owner authorize Domuso and Domuso's bank partners to process third party checks including, but not limited to, personal checks, certified checks, and money orders; (iv) Client and such Property Owner authorize the endorsement of checks to Domuso's bank partner as needed for processing and clearing, and in no circumstances shall Domuso deposit checks into its own account; neither receiving, nor holding, nor transmitting payment proceeds; and (v) Domuso's services in connection with the processing, clearing and settlement of check payments are done on behalf of and as an agent of Domuso's bank partner.
- (b) **Timing/Disbursement.** Subject to processing delays and risk holds, Domuso shall make commercially reasonable efforts to cause Payments to be made to the applicable Property Owner no later than two (2) business days following the day a Payment is posted to Domuso's accounts by batch deposit via ACH transfer to such Property Owner's bank

account. Domuso will not be responsible for batch deposit rejections originating from such Property Owner's bank.

- (c) **Property Management System.** Domuso shall post Payments into Client's Property Management System via the approved integration to the designated accounting ledger for each Renter. Domuso will post Payments using a standard naming convention that reflects the accounting code determined by the Client. If the accounting code is not available, then the transaction will be disbursed to the Client without posting to the Renter's ledger. Domuso will not be responsible for Renter late fees incurred due to a delay in the acceptance of a Payment, the Client's failure to post a Payment, or any other reason beyond Domuso's control.

#### 4. ACCOUNTING.

- 4.1. **Fees.** Each Property Owner shall pay Domuso the fees as described in the applicable Property Order Form. Renters may also be required to pay Domuso fees in order to make online Payments, as described in the applicable Property Order Form ("**Renter Fees**"). Client and Property Owners agree not to misrepresent to any Renter the amount of any Renter Fee. Domuso reserves the right to modify any fees charged to Client, Property Owners or Renters upon sixty (60) days' prior notice to Client.
- 4.2. **Invoices and Terms.** At the beginning of each calendar month, Domuso will deliver an invoice to each Property Owner for the fees owed by such Property Owner to Domuso for such calendar month and any prior calendar months. The applicable Property Owner will pay each invoice in United States dollars within thirty (30) calendar days of the invoice date or by such other date specified on the applicable Property Order Form. If any fee or other amount owed is past due, Domuso reserves the right to suspend Client's and/or the applicable Property Owner's access to the Domuso Service.
- 4.3. **Authorization for Debits and Credits.** Client and each Property Owner hereby authorize Domuso to credit and/or debit such Property Owner's bank account(s) set forth on the applicable Property Information Form (or such other new or updated bank account(s) communicated to Domuso) for the following purposes: (a) to deposit Payments and (b) to debit any chargebacks, refunds, reversals or returns.
- 4.4. **Set-Off.** If Domuso is unable to debit a Property Owner's bank account for any chargebacks, refunds, reversals, fees or charges owed to Domuso pursuant to this Agreement, Domuso may offset such amounts against any Payments collected by Domuso.
- 4.5. **Provision of Information.** Client and each Property Owner shall keep such Property Owner's bank account information current and up-to-date with Domuso at all times. Failure to do so will result in Payments being misdirected, held by Domuso pending confirmation, or returned to the Renter. Domuso disclaims all liability for Payments if the bank account information provided is inaccurate or is not kept current at all times. Domuso may immediately shut off the Domuso Service and suspend a Property Owner's access to the Domuso Service without notice if Client and such Property Owner fail to keep such Property Owner's bank account information current or blocks Domuso's ability to debit the bank account. Client and each Property Owner shall provide Domuso with any other information as Domuso may lawfully require in order to promptly and

accurately perform its obligations under this Agreement. Client and/or each Property Owner shall promptly notify Domuso of any inaccuracies in, or changes to, the information (including bank account information) set forth on a Property Information Form for a Property. Domuso shall in no event be liable for any damages directly or indirectly resulting from Client's or any Property Owner's failure to provide current and correct information.

- 4.6. **Fraud and Risk Reviews.** Domuso is permitted to collect and verify the information provided by Client or a Property Owner on any Property Information Form (or equivalent form). Domuso will use this information as well as other information collected during onboarding to perform Client and Property Owner due diligence, verify Client's and Property Owners' identities, and perform various fraud and risk reviews on Client and Property Owners.
- 4.7. **Privacy & Data Security.** Client and Property Owners will at all times comply with all applicable Legal Requirements relating to data security and privacy as well as Client's privacy policy. Domuso will comply with the Payment Card Industry Data Security Standards as they apply to the Domuso services provided hereunder. Client, Property Owners, and Domuso agree to be bound by the terms of the Domuso privacy policy as posted online at [www.Domuso.com](http://www.Domuso.com) and as may be updated by Domuso from time to time (the "**Domuso Privacy Policy**"). Each of Client and Property Owners represents that it will not have access to credit card information of Renters used in relation to the Domuso Service. Domuso will not be responsible for any unauthorized use or access of Renter's personal data or financial data by Client, any Property Owner, or any of their respective employees or Affiliates, except to the extent such use or access is due to Domuso's negligence. Client and Property Owners agree to maintain all necessary data security standards to ensure Renters' financial data is kept secure including setting access restrictions and strict password requirements. Domuso may use any and all information gathered in the performance of its services or the operation of the Domuso Service in accordance with the Domuso Privacy Policy. In addition, Client and Property Owners agree that Domuso may use such information for any lawful purpose, excluding any use for marketing or advertising.
- 4.8. **Chargebacks, Returns and Certified Payments.** Any Payment by a Renter is subject to a right of chargeback if paid by credit or debit card ("**Chargeback**") or a right of return ("**Return**") if paid by paper check or ACH. The rights to a Chargeback and a Return exist between the Renter and their respective bank or card issuer, and such rights allow Renters to dispute potentially fraudulent transactions and for the respective bank or card issuer to return failed payments for a variety of reasons, including due to insufficient funds. In the event of a Chargeback or Return on any Payment (other than a payment that the Domuso Service identifies as a certified payment), Domuso may automatically deduct such amount plus any fees associated with the Chargeback ("**Chargeback Fee**") or Return ("**Return Fee**"), as applicable (as such fees are set forth on the applicable Property Order Form), from the applicable Property Owner's bank account. Upon request by Client or applicable Property Owner, Domuso will use commercially reasonable efforts to investigate the validity of the Chargeback or Return, as applicable, on Client's behalf. Client agrees to cooperate with Domuso and to provide any information that may be reasonably requested by Domuso in its investigation of a Chargeback or Return.

## 5. PROPRIETARY RIGHTS.

- 5.1. **Domuso.** As between Domuso, Client, and any Property Owner, Domuso will exclusively own and retain all right, title, and interest, including all Intellectual Property Rights, in and to (a) the Domuso Service, including, without limitation, all software, technology, information, content, and materials relating thereto, (b) the Documentation, (c) any Domuso API, (d) all Confidential Information of Domuso, (e) information gathered by Domuso relating to Client and Renters' use of

the Domuso Service, (f) any suggestions, recommendations, or other feedback relating to the Domuso Service provided by Client, any Property Owner, or any Renter to Domuso, and (g) any modifications, Updates, copies, translations, improvements, derivative works, or adaptations of any of the foregoing, irrespective of who authored, invented, or made same.

- 5.2. **Client.** As between Domuso and Client, Client will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to (a) all Confidential Information of Client and (b) all Client Content. Client hereby grants Domuso a royalty-free, worldwide, non-exclusive right and license to use, reproduce, distribute, transmit, perform, display, and make derivative works of the Client Content, or any portion thereof, solely for the purpose of performing its services under this Agreement.
- 5.3. **Property Owners.** As between Domuso and any Property Owner, such Property Owner will exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to (a) all Confidential Information of such Property Owner and (b) all Client Content. Each Property Owner hereby grants Domuso a royalty-free, worldwide, non-exclusive right and license to use, reproduce, distribute, transmit, perform, display, and make derivative works of the Client Content, or any portion thereof, solely for the purpose of performing its services under this Agreement.

## 6. LIMITED WARRANTY

- 6.1. **Mutual.** Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement (a) is within its corporate powers, (b) has been duly authorized by all necessary corporate action on such party's part, and (c) does not and will not contravene or constitute a default under, and is not and will not be inconsistent with, any judgment decree or order, or any contract, agreement, or other undertaking, applicable to such party.
- 6.2. **General Disclaimers.** EXCEPT FOR ANY EXPRESS WARRANTIES CONTAINED IN SECTION 6.1, THE DOMUSO SERVICE (INCLUDING ALL CONTENT, SOFTWARE, DATA TRANSMISSION, IMAGES, FUNCTIONS, MATERIALS AND INFORMATION PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH THE DOMUSO SERVICE) ARE PROVIDED "AS IS", AND DOMUSO, ITS AFFILIATES, AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LEGAL REQUIREMENTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE DOMUSO SERVICE, ANY OTHER SERVICES PROVIDED BY DOMUSO, OR ANY OTHER ASPECT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. DOMUSO DOES NOT WARRANT THAT THE DOMUSO SERVICE'S ACCESSIBILITY OR OPERATION WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE, OR THAT THE DOMUSO SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. DOMUSO SHALL NOT BE LIABLE TO CLIENT OR ANY PROPERTY OWNER DUE TO ANY DISRUPTION OR NON-AVAILABILITY OF THE DOMUSO SERVICE DURING WHICH RENTERS ARE UNABLE TO ACCESS OR USE THE DOMUSO SERVICE OR ANY FAILURES THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF A PAYMENT. DOMUSO IS NOT LIABLE TO CLIENT OR ANY PROPERTY OWNER FOR ANY LOSS OR CORRUPTION OF CLIENT CONTENT ON THE DOMUSO SERVICE. CLIENT AND EACH PROPERTY OWNER ACKNOWLEDGES THAT ACCESS TO INFORMATION STORED IN THE DOMUSO SERVICE IS NOT GUARANTEED AND AGREES TO EMPLOY APPROPRIATE BACK-UP PROCEDURES FOR DATA STORAGE IN

ORDER THAT ANY LOSS OF DATA CAUSED BY THE DOMUSO SERVICE OR ITS UNAVAILABILITY WILL NOT ADVERSELY AFFECT CLIENT OR A PROPERTY OWNER. TO THE EXTENT DOMUSO MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

- 6.3. **Payment Disclaimers.** Client and each Property Owner acknowledge and agree that (a) such Property Owner's receipt of Payments are transactions between such Property Owner and the relevant Renter and not with Domuso or any of Domuso's Affiliates, (b) the Domuso Service acts as a third party payment processor for such Property Owner, and Domuso is not a party to any Payment transaction, (c) Domuso is not a bank or other chartered depository institution, and (d) funds processed by Domuso or its service providers (including any bank service providers) in connection with the processing of Payments are not deposit obligations and are not insured for Client's or such Property Owner's benefit by any governmental agency.

7. **LIMITATION OF LIABILITY.** IN NO EVENT AND UNDER NO LEGAL THEORY (WHETHER IN TORT, CONTRACT, INDEMNITY, STATUTORY, OR OTHERWISE) WILL ANY PARTY, ITS AFFILIATES OR ITS SUPPLIERS, BE LIABLE TO ANY OTHER PARTY, OR TO ANY THIRD PARTY, FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, BUSINESS, GOODWILL, OR DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM SUCH PARTY'S OR THIRD PARTY'S PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR THE OPERATION OF SUCH PARTY'S BUSINESS. IN NO EVENT WILL DOMUSO'S AGGREGATE LIABILITY TO CLIENT OR ANY PROPERTY OWNER, COLLECTIVELY, FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PROPERTY ORDER FORM, UNDER ANY LEGAL THEORY (WHETHER IN TORT, CONTRACT, INDEMNITY, STATUTORY, OR OTHERWISE), EXCEED THE FEES THAT DOMUSO HAS RECEIVED AND RETAINED UNDER THE APPLICABLE PROPERTY ORDER FORM DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTIES HAVE ENTERED INTO THIS AGREEMENT RELYING ON THE LIMITATIONS OF LIABILITY STATED IN THIS PARAGRAPH AND THAT THESE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

8. **INDEMNIFICATION.**

- 8.1. **Client Indemnification.** Client shall, at its sole expense, indemnify, defend, and hold harmless Domuso, Domuso's Affiliates, and each of their respective directors, officers, employees, and agents ("**Domuso Indemnified Parties**") from and against any and all damages, losses, liabilities, costs or expenses, including reasonable attorneys' fees (collectively, "**Losses**"), resulting from third-party claims, demands, suits, or proceedings (collectively, "**Claims**") arising out of or in connection with (a) any alleged breach by Client or any Property Owner of any representation, warranty or covenant in this Agreement, (b) any Client Content, (c) Client's or any Property Owner's gross negligence, fraud, misrepresentation, willful misconduct, alleged or actual violation of any Legal Requirement, or violation, infringement, or misappropriation of the rights, including Intellectual Property Rights, of Domuso or any third party, (d) any Property Owner's acts and omissions in connection with the Domuso Service or this Agreement, (e) a data breach, not caused by, or alleged to have been caused by, the acts or omissions of any Domuso Indemnified Party, and (f) any dispute that arises for any reason between any of the following persons or entities: Client, a Renter, an individual or entity who pays the rent on behalf of a Renter, or any Property Owner,



except where such claim or dispute arises from any conduct by Domuso for which Domuso has an indemnification obligation as set forth in Section 8.2 of this Agreement.

- 8.2. **Domuso Indemnification.** Domuso shall, at its sole expense, indemnify, defend, and hold harmless Client, Property Owners, and their respective Affiliates directors, officers, employees, and agents (“**Client Indemnified Parties**”) from and against any and all Losses resulting from third-party Claims arising out of or in connection with (a) any alleged breach by Domuso of any representation, warranty, or covenant in this Agreement, (b) Domuso’s gross negligence, fraud, misrepresentation, willful misconduct, alleged or actual violation of any Legal Requirement, or violation, infringement, or misappropriation of the rights, including Intellectual Property Rights, of Client or any third party, and (c) a data breach occurring within the Domuso Service or on the Domuso premises that results in the unauthorized disclosure of any Client’s, Property Owner’s, or Renter’s personal information.
- 8.3. **Property Owners’ Indemnification.** Each Property Owner shall, at its sole expense, indemnify, defend, and hold harmless Domuso, Domuso’s Affiliates, and each of their respective officers, directors, agents and employees from any and all Losses resulting from third-party Claims arising out of or in connection with (a) any alleged breach by such Property Owner, or any Renter of such Property Owner, of any representation, warranty or covenant of such Property Owner in this Agreement, (b) the Client Content, (c) acts or omissions of such Property Owner, or any Renter of such Property Owner, in connection with such Property Owner’s use of the Domuso Service, (d) any Client Content, and (e) Property Owner’s gross negligence, fraud, misrepresentation, willful misconduct, alleged or actual violation of any Legal Requirement, or violation, infringement, or misappropriation of the rights, including Intellectual Property Rights, of Domuso or any third party.
- 8.4. **Indemnification Process.** Any party seeking indemnification under this Agreement (the “**Indemnatee**”) shall (a) promptly notify the other party (the “**Indemnitor**”) in writing of the Claim for which indemnification is sought, but in no event longer than seven (7) business days after the Indemnatee’s acquires knowledge of the Claim (provided that any delay in notification will not relieve the Indemnatee of its obligations hereunder except to the extent that the Indemnitor is actually prejudiced by such delay), (b) make all reasonable efforts to provide Indemnitor with all information and material in Indemnatee’s possession regarding the Claim (at the Indemnitor’s expense, to the extent of any out-of-pocket expenses), (c) furnish to Indemnitor such assistance as Indemnitor may reasonably request in connection with the investigation, settlement and defense of the Claim (at the Indemnitor’s expense, to the extent of any out-of-pocket expenses), and (d) grant Indemnitor sole control over the defense and settlement of the Claim, subject to the Indemnatee’s approval of any such settlement, which approval will not be unreasonably withheld or delayed; provided, however, that Indemnatee may participate in such defense at its option and expense. Any counsel retained by the Indemnitor for such purposes shall be reasonably acceptable to the Indemnatee, whose consent shall not be unreasonably withheld.

## 9. TERM AND TERMINATION.

- 9.1. **Term.** This Agreement will begin on the Effective Date and shall continue until the termination of this Agreement by Domuso or Client pursuant to the terms of this Agreement.
- 9.2. **Termination.** Client and Domuso may terminate this Agreement, and/or any individual or all Property Order Forms, at any time for any reason by providing the other party with thirty (30) days’ prior written notice at no penalty to the terminating party.

- 9.3. **Effect of Termination.** Upon the termination of this Agreement for any reason: (a) all rights and licenses granted to Client and all Property Owners hereunder will immediately terminate, (b) Client and all Property Owners will immediately stop using the Domuso Service, and (c) within ten (10) days, each party will, at the other party's option, either destroy or permanently erase all copies of the other party's Confidential Information under its control. Termination of this Agreement will not relieve Client and Property Owners of any obligation to pay Domuso the fees accrued upon the date of such termination. Domuso will complete any Payments in process at the time of termination and will deduct any fees owed to it at that time. However, Client and the applicable Property Owner will remain liable for Chargeback and Chargeback Fees after the termination of this Agreement. Any party's termination of this Agreement will be without prejudice to any other right or remedy that it may have at law or in equity, and will not relieve any party of breaches occurring prior to the effective date of such termination. Final disbursements to a Property Owner are required to be made via ACH batch deposit and in no event shall disbursements be made via any other payment method unless agreed to by Domuso.

## 10. CONFIDENTIALITY; PUBLICITY.

- 10.1. **Obligations.** Domuso, on the one hand, and Client and each Property Owner, on the other hand, will (a) hold all Confidential Information of the other party in strict confidence and will not disclose any Confidential Information to any third party except its officers, employees, contractors and agents who have a need to know such Confidential Information in connection with the performance of its obligations under this Agreement, (b) avoid the unauthorized use or disclosure of the other party's Confidential Information using the same degree of care that it uses in safeguarding its own confidential information, but in no event less than a reasonable degree of care, and (c) use the other party's Confidential Information only in connection with the performance of its obligations under this Agreement. Notwithstanding the foregoing, the restrictions on Confidential Information contained in this Section 10 will not apply to the extent that such disclosure is (i) approved in writing by the disclosing party, (ii) necessary for the receiving party to enforce its rights under this Agreement in connection with a legal proceeding, or (iii) required by law or by the order of a court or a similar judicial or administrative body, provided that the receiving party promptly notifies the disclosing party in writing of such required disclosure and cooperates with the disclosing party, at the disclosing party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- 10.2. **Equitable Relief.** The parties acknowledge that (a) the covenants contained in Section 10.1 are reasonable and necessary to protect the legitimate interests of the parties, (b) the parties would not have entered into this Agreement in the absence of such covenants, and (c) any violation or threatened violation of such covenants would cause irreparable harm for which monetary damages would not be adequate. Therefore, the parties agree that, in the event of a breach of Section 10.1 by a party, the other parties will be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law, and the breaching party will reimburse the non-breaching party for the reasonable costs associated with such enforcement (including any attorney's fees).

## 11. MISCELLANEOUS.

- 11.1. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Neither Client, nor any Property Owner, may assign this

Agreement (or any Property Order Form) or any rights or obligations under this Agreement (or any Property Order Form) without Domuso's prior written consent, which shall not be unreasonably withheld. Any attempted transfer of its rights or obligations under this Agreement (or Property Order Form) by Client or any Property Owner without Domuso's prior written consent will be null and void. Domuso may assign its rights and obligations under this Agreement at any time. Furthermore, if a Property is sold or undergoes a change in Property Owner, the applicable Property Order Form (as it relates to that specific Property) may be assigned automatically to the successor Property Owner upon such Property's continued use of Domuso's Services.

- 11.2. **Force Majeure.** Domuso will not be responsible for delays, errors, failures to perform, interruptions or disruptions in the Domuso Service resulting from any act, omission or condition beyond Domuso's reasonable control, whether or not foreseeable or identified, including without limitation acts of God, strikes, lockouts, riots, acts of war, governmental regulations, fire, power failure, earthquakes, severe weather, floods or other natural disasters or the failure of Client or any Property Owner's, Renter's or any third party's hardware, software or communications equipment or facilities.
- 11.3. **Entire Agreement.** This Agreement, including all Property Order Forms and exhibits hereto, contains the entire understanding and agreement between the parties with respect to its subject matter, and this Agreement supersedes all prior or contemporaneous representations, understandings, and agreements, whether oral or written agreements, between the parties with respect to such subject matter.
- 11.4. **Severability.** If any provision of this Agreement is found invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force and effect.
- 11.5. **Amendment and Changes.** This Agreement (and any Property Order Form) may only be changed or amended by a writing signed by Client and Domuso.
- 11.6. **Waiver.** The waiver by any party of a breach of or a default under any provision of this Agreement will be in writing and will not be construed as a waiver of any subsequent breach or default under the same or any other provision of this Agreement. No delay or omission on the part of any party to exercise or avail itself of any right or remedy that it has or may have hereunder operates as a waiver of any right or remedy.
- 11.7. **Survival.** Sections 1, 2, 3.3, 3.8, 4 (to the extent of any fees owed) and 5 through 11, and any other provisions in this Agreement, the Property Order Forms and exhibits to this Agreement that by their nature would reasonably be expected to survive, shall survive the termination of this Agreement.
- 11.8. **Notices.** All notices and other communications under this Agreement must be in writing and must be given (and will be deemed to have been duly given): (a) when delivered, if delivered in person; (b) when sent, if sent by email; (c) three (3) business days after sending, if sent by registered or certified mail (postage prepaid, return receipt requested); and (d) one (1) business day after sending, if sent by overnight courier, in each case, to the respective parties at the following addresses:

If to Client:

Lindy Communities

309 York Road, Suite 211  
Jenkintown, Pa 19046

Attn: Brian Kroker  
Email: [bkroker@comehometolindy.com](mailto:bkroker@comehometolindy.com)

If to Domuso:

Domuso Inc.  
2110 Main St. Suite 302,  
Santa Monica, California 90405  
Email: [legal@domuso.com](mailto:legal@domuso.com)

11.9. **Support; Material Updates.**

- (a) In the event Client encounters any operational failures, incidents, problems, issues concerns or complaints arising out of this Agreement, Client may contact [support@domuso.com](mailto:support@domuso.com) or (424) 272-1562.
- (b) Domuso will keep Client informed of any material updates relating to privacy, security or confidentiality commitments.

11.10. **Relationship.** The relationship of Domuso, on the one hand, and Client and each Property Owner, on the other hand, established by this Agreement is that of independent contractors, and nothing contained in this Agreement will create or be construed to create any partnership, joint venture, agency, franchise, sales representative, employment or fiduciary relationship between the parties or any of its respective agents or employees. Except as set forth in Section 2, nothing in this Agreement grants to any party the authority to make any promise, warranty, guarantee, or representation that will create any obligation or liability whatsoever, whether express or implied, on behalf of the other.

11.11. **Law; Venue.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any contrary choice of law rules, and applicable United States federal law. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Any action or proceeding brought by one party to this Agreement against any other party to this Agreement that seeks to enforce any provision of, or based on any right arising out of, this Agreement will be brought exclusively in a state or federal court located in Montgomery County, Pennsylvania. Domuso, Client, and each Property Owner consent to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

11.12. **Prevailing Party.** If any legal action, including, without limitation, an action for arbitration or equitable relief, is brought by one party against the any other party relating to this Agreement or the breach or alleged breach hereof, the prevailing party in any final judgment or arbitration award, or the non-dismissing party in the event of a voluntary dismissal by the party instituting the action, will be entitled to reimbursement from the other party for the full amount of all reasonable expenses, including all court costs, arbitration fees and actual attorneys' fees paid or incurred in good faith.

11.13. **Construction.** The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement will be deemed to be the language chosen by the parties to

express their mutual intent. This Agreement will be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under this Agreement.

- 11.14. **Headings.** The captions and section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.
- 11.15. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same Agreement. This Agreement may be signed and delivered electronically, including by electronic mail or by electronic mail in PDF form, or in person on a hard copy. Any electronic signatures must be electronically signed through the use of DocuSign, AdobeSign, HelloSign, or such other commercially available electronic signature software that are in compliance with applicable federal and state law. Any such electronic signatures shall be treated as an original signature that was duly and validly signed and may be used as a valid and effective signature for all purposes.

**[Signatures on the Next Page]**

IN WITNESS WHEREOF, the parties have executed this Master Services Agreement as of the Effective Date.

**Domuso Inc.**

By: *Sarah Hall*

Name: Sarah Hall

Title: Director of Operations

**Lindy Property Management Company**

By: *Brian Kroker*

Name: Brian Kroker

Title: Chief Operations Officer

*[signature page to Master Services Agreement]*

## **Exhibit A**

### **SUB-MERCHANT AGREEMENT**

This SUB-MERCHANT AGREEMENT (this “Agreement”), which shall only become effective in accordance with Section 4 below, is made among WORLDPAY, LLC, having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384 and its designated Member Bank (collectively “Acquirer”) and the relevant Property Owner (“Sub-merchant”) in connection with that certain Master Services Agreement and relevant Property Order Form (collectively, the “MSA”) entered into between Sub-merchant, Sub-merchant’s property manager and Domuso Inc. (“Provider”). Acquirer, through its relationship with Provider, will provide Sub-merchant with certain payment processing services (“Services”) in accordance with the terms of this Agreement. In consideration of Sub-merchant’s receipt of credit or debit card funded payments, and participation in programs affiliated with Mastercard International Inc. (“Mastercard”), VISA U.S.A. Inc. (“VISA”), and Discover (“Discover”) (collectively, “Associations”), Sub-merchant, through its relationship with Provider, is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By entering into this Agreement, Sub-merchant has fulfilled such requirement. However, Acquirer understands that Sub-merchant has, through its property manager (as agent) through the MSA, contracted with Provider to receive and obtain the processing Services and that Provider has agreed to be responsible to Sub-merchant for all or part of Sub-merchant’s obligations contained herein. Terms used but not defined herein shall have the meanings ascribed to them in the MSA.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. **Certain Sub-merchant Responsibilities.** Sub-merchant agrees to comply with each Association’s by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the Mastercard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations (collectively “Operating Regulations”). Sub-merchant may review the VISA, Mastercard, and Discover websites for a copy of the Visa, Mastercard and Discover regulations. The websites are: <https://usa.visa.com/support/small-business/regulations-fees.html> and <http://www.mastercard.com/us/merchant/> and <http://www.discovernetwork.com/merchants/>. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations (“Laws”). Sub-merchant hereby authorizes Acquirer to conduct background checks on Sub-merchant, including but not limited to credit checks and banking and financial history investigations. Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the USA PATRIOT Act, the Bank Secrecy Act, the Federal Trade Commission and obligations imposed by the US Treasury’s Office of Foreign Assets Control (OFAC), and provide all necessary documentation to Acquirer promptly upon request.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sale made by Sub-merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any fraudulent, unauthorized, illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities. All fees associated with each Associations’ transactions must be separate and distinguishable from fees associated with other Card transactions.



Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between Mastercard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 – Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between Mastercard, Visa, or any other acceptance brand.

2. **Sub-merchant Prohibitions.** Sub-merchant must not i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately); iii) request or use an account number for any purpose other than as payment for its goods or services; iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant; v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service; vi) submit any transaction receipt for a transaction that was previously charged back to the Acquirer and subsequently returned to Sub-merchant, irrespective of cardholder approval; vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt; viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable; or ix) submit a transaction that represents collection of a dishonored check.
3. **Settlement.** Upon receipt of Sub-merchant's sales data for card transactions, Acquirer will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Acquirer receives credit for such sales data, subject to the terms set forth herein, Acquirer will fund Sub-merchant through Provider to an account designated by Provider ("Provider Designated Account") for such card transactions. Sub-merchant agrees that the deposit of funds to the Provider Designated Account shall discharge Acquirer of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between Provider and Sub-merchant. Acquirer will debit the Provider Designated Account for funds owed to Acquirer as a result of the Services provided hereunder, provided that Acquirer may also debit Sub-merchant's designated demand deposit account ("Sub-merchant-Owned Designated Account") upon receipt of such account information from Sub-merchant or Provider, or if Acquirer deposits settlement funds into the Sub-merchant-Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Acquirer reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Provider.
4. **Effective Date; Term and Termination.** This Agreement shall become effective and be binding upon the parties only upon the triggering event identified in Section 3.7 of the MSA. The term of this Agreement shall be coterminous with the MSA and shall terminate automatically upon any termination or expiration of the relationship between Sub-merchant and Provider.

Notwithstanding the foregoing, Acquirer may immediately cease providing Services and/or terminate this Agreement without notice if (i) Sub-merchant or Provider fails to pay any amount to Acquirer when due, (ii) in Acquirer's opinion, provision of a service to Sub-merchant or Provider may be a violation of the Operating Regulations or any Laws, (iii) Acquirer believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Acquirer determines Sub-merchant poses a financial or regulatory risk

to Acquirer, Member Bank, or an Association, (v) Acquirer's agreement with Provider terminates, (vi) any Association de-registers Provider, (vii) Acquirer ceases to be a member of the Associations or fails to have the required licenses, or (viii) Acquirer is required to do so by Member Bank or any of the Associations.

5. **Limits of Liability.** Sub-merchant agrees to provide Acquirer, via a communication with Provider, with written notice of any alleged breach by Acquirer of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, ACQUIRER DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Acquirer arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, or obligations defined in this Agreement, Sub-merchant shall proceed against Provider and not against Acquirer, unless otherwise specifically set forth in the Operating Regulations. In no event shall Acquirer have any liability to Sub-merchant with respect to this Agreement or the Services. Sub-merchant acknowledges Acquirer is only providing this Agreement to assist in Provider's processing relationship with Sub-merchant, that Acquirer is not liable for any action or failure to act by Provider, and that Acquirer shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by Provider.

6. **Miscellaneous.** This Agreement is entered into, governed by, and construed pursuant to the laws of the Commonwealth of Pennsylvania without regard to conflicts of law provisions. This Agreement may not be assigned by Sub-merchant without the prior written consent of Acquirer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Acquirer and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Acquirer may amend this Agreement upon notice to Sub-merchant and Provider in accordance with Acquirer's standard operating procedure. An Association may audit or direct the audit of Sub-merchant at any time, and nothing herein shall limit an Association from limiting or terminating an agreement with Sub-merchant. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement. "Member Bank" as used in this Agreement shall mean a member of VISA, Mastercard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, N. A., located in Cincinnati, OH, 45263. The Member Bank is a party to this Agreement. The Member Bank may be changed, and its rights and obligations assigned to another similarly situated bank by Acquirer at any time without notice to Sub-merchant. This Agreement shall in no way replace or supersede the terms and provisions of the MSA, which shall continue in full force and effect.










# 2023.01.21 Domuso Master Services Agreement - Lindy Property Management\_ML edit 1.26.2023

Final Audit Report

2023-01-27

Created:	2023-01-27
By:	Sarah Hall (sarah@domuso.com)
Status:	Signed
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-  Signer bkroker@comehometolindy.com entered name at signing as Brian Kroker  
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