



## Master Services Agreement

This Master Services Agreement (the “**Agreement**”) is entered into effective as of the last signature dated below (the “**Effective Date**”) between Teton Group, LLC, a Michigan limited liability company d/b/a EASE Compliance Advisors (“EASE”) and the Client identified in the signature page.

1. **Term and Termination.** This Agreement commences on the Effective Date and continues for one (1) year (the “Initial Term”). Following the Initial Term, this Agreement will be automatically renewed for successive one (1) year term(s) (each a “Renewal Term”, and collectively with the Initial Term, the “Term”). This Agreement and any Statement of Service (“SOS”) may be terminated by either party by providing ninety (90) days’ prior written notice to the other party. If this Agreement or a SOS is terminated: (i) Client is fully responsible for and agrees to immediately pay for all Services (as defined below) rendered and all costs incurred by EASE prior to the termination date, and (ii) EASE has no further obligation to continue to perform such Services. Any right or obligation of the parties in this Agreement, which, by its express terms or nature and context is intended to survive termination of this Agreement shall survive such termination.
2. 1. **Scope of Services:** In consideration of payment by Client in accordance with the terms of this Agreement, EASE agrees to provide the compliance-related services (“Services”) selected in the signed Statement of Services (“SOS”), attached hereto as Exhibit 1 and incorporated herein by reference. Services are selected from EASE’s comprehensive service offerings as detailed in Exhibit 2 (“Pricing Overview & Tier Structure”) and Exhibit 3 (“Service Descriptions”), which are also incorporated herein by reference and made a material part of this Agreement. EASE reserves the right to update or modify the Service Descriptions set forth in Exhibit 3 from time to time to reflect changes in regulatory requirements, best practices, or service enhancements. Any material updates will be communicated to Client in writing, and such updates shall become effective as of the date specified in the notice unless otherwise agreed by the parties.
  - i. **Subscription Tiers:** Subscription-based Services are organized by defined service levels, with pricing and inclusions set forth in Exhibit 2. Client’s selected subscription plan is identified in Exhibit 1. Services included in the subscription may be adjusted upon mutual written agreement of the parties, and upgrades to higher levels shall be implemented as described in Section 2(b).
  - ii. **A La Carte and Flat-Rate Services:** Client may supplement or select Services on an à la carte or flat-rate basis, as outlined in Exhibit 2 and described in Exhibit 3. À la carte Services may be selected independently or in addition to a subscription plan and are identified in Exhibit 1. No new Master Services Agreement is required for the addition of services if a revised SOS or written confirmation is executed by the parties.
2. **Quarterly Tier Evaluations:** EASE will evaluate Client’s licensing and operational footprint on a quarterly basis. If Client’s business operations expand beyond the parameters of their current subscription tier or level, EASE shall notify Client in writing and automatically upgrade the subscription level and corresponding fees in accordance with the schedule outlined in Exhibit 2. Adjustments will take effect in the next applicable billing cycle.
3. **Documentation of Change:** Changes to Client’s Services, whether due to a subscription tier adjustment or the addition of à la carte services, shall be documented through written confirmation (including email), a revised SOS, or any other mutually agreed-upon format. Notwithstanding any future updates to EASE’s general pricing, all pricing, service levels, and included deliverables applicable to Client shall be governed solely by the terms set forth in this Agreement and the applicable SOS, unless otherwise agreed in writing by the parties.
4. **Payment Terms and Authorization.** As detailed above, EASE performs two types of Services: (i) Prepaid Flat Rate Services and (ii) Subscription Services. Prepaid Flat Rate Services are services where Client’s credit card on file is charged, in advance, a predetermined flat fee for the performance thereof. Subscription Services are reoccurring services where the fee is charged to Client’s credit card on file, in advance, on a monthly basis for such Services. Client understands and agrees that all charges for Prepaid Flat Rate Services and

Subscription Services are non-refundable. Client authorizes EASE to charge any Payment Method (as defined below) associated to Client's account in case Client's primary Payment Method is declined or no longer available to EASE for payment of Client's Prepaid Services' fee or Subscription Services fee. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through Client's account with a third party. In accordance with this Agreement and the corresponding Statement of Services signed by Client and EASE, Client further authorizes EASE to utilize the Payment Method on file to pay for all costs incurred in connection with obtaining, transferring, or maintaining Client's and Client's loan officers' NMLS licenses and related licensing requirements, including but not limited to state application fees, registered agent fees, annual filings, doing business as (DBA) registrations, NMLS filing fees, and surety bond costs. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, EASE may suspend the Services until EASE has successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge Client certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details. Payment terms for Hourly Services are net fourteen (14) days from the invoice date. All sums not paid when due shall be subject to delinquency charges equal to the lesser of one and ½ percent (1.5%) per month or the highest rate allowed by law, prorated on a daily basis from the date such payment is due until paid. Any invoice unpaid sixty (60) days after its due date shall constitute a material breach of this Agreement. In the case of a Teton Group, LLC d/b/a EASE Compliance Advisors – Confidential – Do Not Distribute Page 2 of 7 2022-10-09 material breach, EASE may issue a one-time invoice for the total remaining amount due to EASE, which shall become due immediately. Client agrees to pay all of EASE's collection costs, including, but not limited to, any collection agency's and attorney's fees

3. **Confidential Information.** Client, on behalf of itself and its directors, managers, officers, employees and authorized representatives, acknowledges and agrees that Client may obtain knowledge of trade secrets, processes, methods, know-hows, intellectual property and other confidential information of EASE during EASE's performance of the Services, which is valuable, propriety, and unique to the continuing business of EASE, which information may be delivered or received in written, oral or electronic form ("Confidential Information"). Client shall hold the Confidential Information in strictest confidence and shall take all reasonable steps to ensure that Client's officers, directors, managers, employees, representatives and others who exercise controls shall hold the Confidential Information in strictest confidence. Client agrees that it will not, directly or indirectly, use, make available, sell, distribute, disclose, or otherwise communicate to any third-party regarding any of the Services, the terms of this Agreement, the communications of the parties, or the course of conduct between Client and EASE.
4. **Ownership of Work Product and Intellectual Property.** Client acknowledges and agrees that all materials, documentation, policies, procedures, risk assessments, examination responses, templates, analyses, methodologies, reports, and other compliance-related work products ("Work Product") developed, drafted, created, or otherwise provided by EASE during the performance of Services are, and shall remain, the exclusive intellectual property and proprietary materials of EASE. Subject to the confidentiality obligations set forth in Section 3 above, and upon full payment for the applicable Services, EASE hereby grants Client a limited, non-transferable, non-exclusive, royaltyfree license to use the Work Product solely for Client's internal business operations. Client agrees not to sell, transfer, reproduce, disclose to third parties, redistribute, or otherwise commercialize any Work Product, nor authorize or permit any third-party to do so, without obtaining prior written consent from EASE. Nothing in this Agreement grants or transfers to Client any ownership, interest, title, or rights in EASE's methodologies, templates, trade secrets, processes, or other intellectual property beyond the express license granted herein. Client acknowledges that any unauthorized use or disclosure of EASE's intellectual property or proprietary Work Product may result in irreparable harm to EASE, for which monetary damages alone may be insufficient, thus entitling EASE to seek injunctive relief or other equitable remedies.
5. **Warranty and Limitation of Liability.** Client understands and agrees that the Services provided by EASE are non-legal services. To the extent that Client requires legal services, Client shall obtain its own attorney. EASE expressly disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, and those arising from a course of dealing or usage of trade, with respect to any and all Services. In no event shall EASE be liable for any delays, inaccuracies, errors or omissions with respect to any of the Services or for any damages arising therefrom. Additionally, in no event, shall EASE be liable for any indirect, special, punitive or consequential damages (including, but not limited to, damages for loss of profits, interruption, or information). The cumulative aggregate liability of EASE for any and all claims arising in connection with this Agreement (regardless of the cause of action), shall be limited to direct damages and shall

not exceed the amount actually paid by Client to EASE under the applicable SOS during the six (6) month period immediately preceding the date such damages were first incurred by Client. Any claim brought by Client against EASE under this Agreement must be asserted within one (1) year from the date the cause of action arose.

6. **Class Action Waiver.** Client agrees that any claims brought arising out of or relating to this Agreement will be adjudicated on an individual basis, and waives its right to participate in a class, collective, PAGA or other joint action with respect to the claims.
7. **Force Majeure.** EASE shall not be liable for any delay in performing or failing to perform its obligations under the Agreement to the extent that and for so long as the delay or failure results from an event beyond its control such as war, riot, strikes, pandemic or epidemic, government action, or acts of God.
8. **Independent Contractors.** EASE and its employees are independent contractors and shall not be considered under this Agreement or any other agreement between the parties as having any employee status of Client. This Agreement shall not be construed as creating or constituting a partnership or joint venture between the parties.
9. **Assignment; Subcontracting.** Other than Client assigning this Agreement to a business entity created by EASE as part of this Agreement, Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's written consent, except that EASE may assign this Agreement (or any of its rights, obligations, and/or duties) to: (i) its subsidiaries, affiliates, or other owned companies, or (i) to the surviving party in a merger of that party into another entity or in an acquisition of all or substantially all its assets. Client understands and agrees that EASE may utilize any subcontractor in connection with providing the Services.
10. **Non-Hire/Non-Solicit.** Client covenants that, during the Term and for a twelve (12) month period after, Client will not, without EASE's prior written consent, hire or directly or indirectly solicit or induce, attempt to solicit or induce, or aid or assist in the solicitation or inducement of any EASE employee, or any EASE representative or consultant, to terminate or otherwise change his/her relationship with EASE.
11. **Notices.** All notices, requests, demands, and other communications that are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given (a) upon receipt if delivered in person, (b) the third business day after mailing by first-class certified or registered mail, return receipt requested and postage prepaid, (c) the following business day after mailing by recognized overnight courier, with proof of delivery requested and charges prepaid, or (d) the same business day if sent by email prior to 4:00 PM EST and proof of such email delivery can be reasonably established, when sent to the mailing or email addresses first set forth Teton Group, LLC d/b/a EASE Compliance Advisors – Confidential – Do Not Distribute Page 3 of 7 2022-10-09 above or below, or to such other mailing or email address as a party may specify by written notice to the other party in accordance with this section, Notices to EASE shall also include a required copy to [info@easeca.com](mailto:info@easeca.com) and [tpfund@easeca.com](mailto:tpfund@easeca.com).
12. **Applicable Law; Waiver of Jury Trial.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Michigan, without giving effect to the conflict of law principles in Michigan. The parties irrevocably consent to the jurisdiction and venue of the appropriate courts in Oakland County, Michigan, or, if original jurisdiction can be established, in the United States District Court for the Eastern District of Michigan, Southern Division, as the forum for any such relief under this Agreement. The parties stipulate that the venue referenced in this Agreement is convenient. Each party irrevocably and unconditionally waives any right it may have to a trial by jury for any court proceeding arising out of or relating to this Agreement or the transactions contemplated hereby for which a party may bring such a court proceeding.
13. **Entire Agreement; Amendments.** This Agreement (including any exhibits, schedules and documents delivered pursuant to this Agreement) constitutes the entire agreement between the parties, and supersedes all prior discussions, negotiation, agreements, and understandings between the parties with respect to the subject matter of this Agreement. To the extent there is a conflict between this Agreement or any SOS, this Agreement shall prevail unless a SOS makes specific reference to the conflicting section of this Agreement as a substitute provision and in such case, the terms of the individual SOS shall prevail only with respect to the deliverables provided pursuant to such SOS; no contrary terms contain in any SOS shall in any way modify or alter this Agreement with respect to any other SOS except as may be expressly agreed between the parties in a signed writing. No representation, inducement, warranty, or promise has been made by EASE, or is relied upon by Client, unless set out in this Agreement or any SOS. This Agreement may not be amended or modified except by

an instrument in writing signed by authorized persons of each party. EASE shall not be subject to any provision of any preprinted form, purchase order, acknowledgment, or other terms and conditions even if executed by both parties, unless such other document expressly states that they shall be adopted as substitute provisions of this Agreement with reference to the section of this Agreement such provisions are substituting.

14. **Miscellaneous.** The headings contained in this Agreement are for ease of reference only and shall affect the meaning or interpretation of this Agreement. The parties desire and intend that all of the provisions of this Agreement be enforceable to the fullest extent permitted by law. If any provisions of this Agreement or the application thereof to any person or circumstance is, to any extent, construed to be illegal, invalid, or unenforceable, in whole or in part, then such provision shall be construed in a manner to period its enforceability under applicable law to the fullest extent permitted by law. In any case, the remaining terms of this Agreement or the application thereof to any person or circumstance other than those which have been held illegal, invalid or unenforceable shall remain in full force and effect. This Agreement is being entered into among competent and experienced businessperson and has been negotiated and reviewed by the parties. Therefore, the language in this Agreement shall not be construed against any particular party as the drafter of such language. This Agreement, and the rights and obligations under it, shall be binding on and shall inure to the benefit of each party's successors and permitted assigns. This Agreement is intended for the benefit of the undersigned only and nothing contained herein shall be deemed to give any third-party any intended or incidental claim or right of action against EASE that does not otherwise exist without regard to this Agreement. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of the party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. To be effective, each waiver of any right must be in writing, must be signed by the party waiving its rights, and may be made subject to written conditions. The remedies provided for in this Agreement are in all cases cumulative and not exclusive. In the event of a breach of this Agreement, the non-breaching party shall be entitled to all rights and remedies provided by this Agreement and by applicable law. The undersigned who signs on behalf of a party is authorized to (i) execute this Agreement on behalf of such party and (ii) bind such party and any of its affiliated companies to the terms and conditions of this Agreement. This Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

This Agreement shall be accepted, effective and binding, for all purposes, when the parties have signed and transmitted to each other, by facsimile or e-mail, copies of the signature pages hereto.

<b>CLIENT:</b>	_____
Signature:	_____
Print Name:	asdsa asdsd
Title:	asdasd
Date:	2025-12-01

<b>TETON GROUP, LLC D/B/A EASE COMPLIANCE ADVISORS</b>	
Signature:	_____
Print Name:	EASE COMPLIANCE ADVISORS
Title:	_____
Date:	2025-12-01

This Statement of Services (this "SOS") is entered into between Teton Group, LLC d/b/a EASE Compliance Advisors ("EASE") and the client identified in the signature block below ("Client"). It is effective as of last dated signature (the "SOS Effective Date"). This SOS is governed in all respects by, and issued pursuant to, that certain Master Services Agreement between EASE and Client (the "Agreement"). This SOS sets forth certain Services to be provided by EASE to Client pursuant to the Agreement and shall be deemed attached to the Agreement, which is hereby

incorporated herein by reference.

## 1. Service Engagement Type

- Full-Service Compliance Partnership Subscription  
 À La Carte Services Only

## 2. Subscription Plan Selection (only if Full-Service Compliance Partnership Subscription is selected)

Included services and pricing are defined by the selected plan and automatically update upon tier upgrade, per the Agreement.

Plan	Monthly Fee	Select
Launch–Grow	\$800	<input type="checkbox"/>
Launch	\$999	<input type="checkbox"/>
Grow	\$1499	<input checked="" type="checkbox"/>
Scale	\$2599	<input type="checkbox"/>
Thrive	\$4999	<input type="checkbox"/>

## 3. À La Carte & Flat-Rate Services (Optional)

Please check one box per service — either “Selected” or “Not Selected at This Time”. Additional services may be added in the future in accordance with Section 2 of the Agreement.

Service Name	Launch-Grow	Recurring?	Select	Not Selected At This Time
<b>Audits and Assessments</b>				
Foundational Compliance Assessment	\$2500	x	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Loan File Audit – Bundle (10 Files)	\$550	x	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Marketing Review – Website	\$400	x	<input type="checkbox"/>	<input type="checkbox"/>

Service Name	Launch-Grow	Recurring?	Select	Not Selected At This Time
Marketing Audit – Social Media	\$200	✓	<input type="checkbox"/>	<input type="checkbox"/>
Bond Audit	\$500	✗	<input type="checkbox"/>	<input type="checkbox"/>
<b>Licensing and Filings</b>				
New Company Licensing (per state)	\$750	✗	<input type="checkbox"/>	<input type="checkbox"/>
MCR / State Filing (per filing)	\$175	✗	<input type="checkbox"/>	<input type="checkbox"/>
<b>Policy and Training</b>				
Suite of 8 Compliance Trainings	\$350	✗	<input type="checkbox"/>	<input type="checkbox"/>
Policies and Procedures Package	\$1500	✗	<input type="checkbox"/>	<input type="checkbox"/>
<b>Support Services</b>				
Complaint Management (Monthly)	\$200	✓	<input type="checkbox"/>	<input type="checkbox"/>
Compliance Huddle (Monthly)	\$175	✓	<input type="checkbox"/>	<input type="checkbox"/>
Compliance Huddle (Biweekly)	\$300	✓	<input type="checkbox"/>	<input type="checkbox"/>
Exam Support (Monthly)	\$250	✓	<input type="checkbox"/>	<input type="checkbox"/>

#### 4. Loan Originator Band Add-On

EASE will manage the licensing of all new Loan Originators and guide internal teams through renewals. Please indicate the applicable LO Band:

LO Band	Loan Officers	Monthly Add-On	Select
Band 1	1-9	\$10	<input type="checkbox"/>
Band 2	1-9	\$30	<input checked="" type="checkbox"/>
Band 3	1-9	\$70	<input type="checkbox"/>

LO Band	Loan Officers	Monthly Add-On	Select
Band 4	1-9	\$150	<input type="checkbox"/>
Band 5	1-9	\$500	<input type="checkbox"/>
Band 6	1-9	\$800	<input type="checkbox"/>
Band 7	1-9	\$1303	<input type="checkbox"/>
Not Applicable	-	-	<input type="checkbox"/>

## 5. Summary of Fees

Subscription Services	
Monthly Subscription	\$ 1499.00
Add-In Services   Foundational Compliance Assessment (\$2500.00) Loan File Audit – Bundle (10 Files) (\$550.00)	\$ 3050.00
MCR Filing Service (Annual Recurring Support)	\$ 0.00
Number of States:	2
Loan Originator Band Fee (if applicable)	\$ 30.00
Preferred Partner Credit (if applicable)	0%
<b>Total Monthly Fee</b>	<b>\$ 4579.00</b>

Prepaid Flat Rate Services	
One-Time Services (Audits, Trainings, etc.)	\$ 0.00
New State Licenses   Number of States:	\$ 0.00
One-Time MCR Filings   Number of Filings:	\$ 0.00
Preferred Partner Credit (if applicable)	0%
<b>Total One-Time Fee</b>	<b>\$ 0.00</b>

## 6. Acknowledgment & Authorization:

Client acknowledges receipt, understanding, and acceptance of all services, terms, and conditions referenced above and detailed in this Exhibit A.

## 7. Quarterly Tier Adjustments:

Client understands EASE will conduct quarterly tier reviews and adjust subscription tiers and associated fees according to the parameters outlined in the Agreement.

Changes or additional services can be made at any time by mutual written agreement without requiring a new Master Services Agreement.

**CLIENT:** \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: asdsa asdsd

Title: asdasd

Date: 2025-12-01

**TETON GROUP, LLC D/B/A EASE COMPLIANCE ADVISORS**

Signature: \_\_\_\_\_

Print Name: EASE COMPLIANCE ADVISORS

Title: \_\_\_\_\_

Date: 2025-12-01