

NON-EXCLUSIVE PAYROLL DEDUCTION PLAN AGREEMENT

This Non-Exclusive Payroll Deduction Plan Agreement (Agreement) is entered into on _____, 2019, by and between the City of Fresno, California (Employer), and BMG Money, Inc., a Delaware corporation (BMG Money). Employer desires to offer as a benefit to its employees BMG Money's LoansAtWork program, and BMG Money, through and in collaboration with its affiliate BMG LoansAtWork, LLC (a California licensed finance lender (license numbers 60DBO-57636; 60DBO-61749; 60DBO-72945)), desires to loan money to such employees, in each case to be evidenced by a promissory note with the applicable employee (collectively, as amended or otherwise modified from time to time, the "Notes").

Agreement

A. Employer Acknowledgment. Employer acknowledges and agrees that it will comply with its employees' requests set forth in the Notes to (a) deduct from their wages, salary, commissions or other similar compensation (collectively, wages) the amounts to be so deducted as described in the respective Notes and (b) remit such amounts to BMG Money, in each case, solely to the extent of the maximum available wages of the applicable employee and in accordance with applicable laws, rules, regulations and orders (Program).

B. Payment Instructions. Employer agrees to remit available funds to deposit account number [] located at Bank of America N.A., wire routing number [] (or such other account as BMG Money may from time to time specify in writing) all amounts deducted from employees' wages in accordance with the applicable Notes on, or as promptly as practicable after, the date the applicable wages are payable.

C. Employee Communications. Employer agrees to provide BMG Money with opportunities to communicate the Program to eligible employees and to educate such employees about the Program. Subject to applicable law and Employer's sole discretion, such opportunities may include, without limitation, in-person meetings with employees, direct mail to employees, bulletin board postings, information made available through the Internet and e-mail messages to employees. Employer hereby authorizes BMG Money to disclose Employer's participation in the Program in any materials prepared by or on behalf of BMG Money. Under no circumstances shall BMG Money state, indicate, imply, or lead the employee to reasonably infer an official relationship between it and Employer or that the loan is being made directly by Employer.

D. Notice. Employer shall notify BMG Money as soon as reasonably practicable if any employee requests revocation of his or her payroll deduction request, ceases to be employed by Employer, or changes his or her employment status. Notwithstanding, Employer shall in no event be liable for any failure to provide the notice set forth in this section.

E. Further Assurances. Each party shall execute and deliver, or cause to be executed and delivered, such additional instruments or documents and take all such actions as the other may reasonably request for the purposes of implementing or

effectuating the provisions of this Agreement. Employer also agrees to provide BMG Money with access to all records (or copies thereof) necessary for BMG Money to implement or effectuate the provisions of this Agreement and/or the Program, except to the extent prohibited by any applicable law or regulation. Furthermore, the information requested shall consist entirely of publicly-available information, already subject to public disclosure. BMG Money will reimburse Employer for any and all of its direct, out-of-pocket costs in connection with the Program, including, but not limited to, bank wire or electronic fund transfer costs and payroll deduction processor charges associated with the Program (if any). Invoices of such costs shall be submitted to BMG Money on a quarterly basis. Reimbursement shall be made within 30 days from the date the invoice is issued.

F. Authority. BMG Money represents and warrants to Employer that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind BMG Money to its terms. BMG Money acknowledges that Employer has relied upon this representation and warranty in entering into this Agreement.

G. Public Records. This Agreement and all other documents and agreements flowing therefrom, including those executed by any employee, are subject to disclosure to the extent required by applicable law.

H. Licenses, Permits, and Certifications. BMG Money represents and warrants that it possesses and will maintain during the term of this Agreement all licenses, permits, and certifications required for its performance under this Agreement.

I. Compliance with Law. BMG Money must provide services in accordance with applicable Federal, state, and local laws, regulations, and directives. With respect to BMG Money's employees, BMG Money must comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

J. Confidentiality. BMG Money may not use or disclose any information it receives from Employer under this Agreement that Employer has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by Employer. Unless required to do so by law, including, but not limited to, the Ralph M. Brown Act or the California Public Records Act, Employer may not disclose to third parties any information it receives from BMG Money that BMG Money has previously identified as confidential. If Employer determines that it must disclose any information that BMG Money previously identified as confidential, then it shall promptly give BMG Money written notice of its intention to disclose such information and the authority for such disclosure. BMG Money shall have period of five calendar days thereafter within which to seek a protective court order to prevent such disclosure or to notify Employer that it will not seek such an order. Employer shall cooperate with BMG Money in any efforts to seek such a court order. Employer shall not disclose the information until the five day period has expired without a response from BMG Money, or BMG Money has notified Employer that it will not seek such an order or BMG Money has sought and a court has

declined to issue a protective order for such information. If BMG Money seeks a protective order for such information, BMG Money shall defend and indemnify Employer from any and all loss, injury, or claim arising from Employer's withholding of the information from the requestor. This includes any attorney's fees awarded to the requestor. The duty of Employer and BMG Money to maintain confidentiality of information under this section continues beyond the term of this Agreement.

K. Indemnification. To the furthest extent allowed by law, BMG Money agrees to indemnify and defend Employer against, and hold it harmless from, any and all losses, liabilities, claims, costs, expenses and damages of any nature (including but not limited to attorneys' fees) in any way arising out of any services provided under this Agreement. Notwithstanding the foregoing, BMG Money shall not be liable to Employer for any special, indirect, exemplary, or consequential damages. The indemnification obligation under this paragraph shall survive termination of this Agreement. Employer does not guarantee BMG Money against any risk of credit losses and has no obligations other than as expressly set forth herein.

L. Assignment. BMG Money and its assignees may assign all or any of BMG Money's rights, but none of its obligations, under this Agreement in connection with any financing of Notes or of the loans evidenced by such Notes or otherwise, *provided, however*, that Employer shall, notwithstanding any such assignment, be entitled to deal solely and directly with BMG Money in connection with Employer's rights and obligations under this Agreement. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Notwithstanding any such assignment, Employer's obligations, rights, and responsibilities shall be governed exclusively by this Agreement.

M. Termination. Employer and BMG Money may terminate this Agreement upon thirty (30) days' prior written notice to the non-terminating party, at the address shown below. Notwithstanding any termination of this Agreement, this Agreement shall survive as to any Notes outstanding as of such termination until final payment in full of such Notes.

N. Miscellaneous. This Agreement supersedes any prior agreements with respect to the subject matter hereof and may only be amended or otherwise modified by a writing signed by both parties. If any provision of this Agreement is found to be unenforceable, this will not affect the validity or enforceability of any other provision. Any provision of this Agreement that conflicts with any mandatory provision of applicable law shall be deemed to be amended to conform to such applicable law. Time is of the essence under this Agreement.

O. No Exclusivity. This Agreement shall be non-exclusive. Employer retains the right to contract with other persons for the procurement or provision or comparable or unrelated services, including the provision of services similar or identical to those offered under this Agreement by BMG Money.

P. Conflict Of Interest. (a) At all times during the performance of this Agreement, BMG Money must comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to, Government Code Section 1090 et seq., and the Political Reform Act, Government

Code Section 81000 et seq. and regulations promulgated by the California Fair Political Practices Commission. The statutes, regulations, and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including, BMG Money for this purpose, from making any decision on behalf of Employer in which the officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee, or consultant/contractor participates in or influences any Employer decision that has the potential to confer any pecuniary benefit on BMG Money or any business firm in which BMG Money has an interest, with certain narrow exceptions.

(b) BMG Money agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interests laws, then it will immediately inform Employer and provide all information needed for resolution of this question.

Q. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES PROVIDING FOR THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION). THE PARTIES AGREE THAT THIS AGREEMENT IS MADE IN AND WILL BE PERFORMED IN FRESNO COUNTY, CALIFORNIA.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

BMG Money, Inc.,
A Delaware Corporation

By: _____
Wilma Quan-Schechter,
City Manager

By: _____
Name: Thomas C. McCormick

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: Chief Growth Officer
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: _____ 3-29-19
John Hastrup Date
Deputy City Attorney

By: _____
Name: Ricardo Janini

ATTEST:
YVONNE SPENCE, MMC CRM
City Clerk

Title: Chief Executive Officer
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

By: _____
Deputy Date

REVIEWED BY:

Addresses:
CITY:
City of Fresno
Attention: Jessica Ortiz
Payroll Manager
2600 Fresno St
Fresno, CA 93721
Phone: (559) 621-2489

BMG MONEY:
BMG Money, Inc.
Attention: Thomas C. McCormick
Chief Growth Officer
444 Brickell Avenue, Suite 250
Miami, FL 33131
Phone: (305) 851-6137
tom.mccormick@bmgmoney.com