

# ESCROW ACCOUNT AGREEMENT

The following Terms and Conditions apply to The Compliance Group’s (“TCG”) establishment, management, and utilization of an Escrow Account for the sole and exclusive purposes described herein, and as otherwise set forth in the Master Service Agreement, applicable Service Schedule(s), and approved Service Order(s)(hereafter, collectively “Terms”).

Pursuant to the Terms, TCG serves as Customer’s duly and contractually authorized agent for purposes of managing and administering Compliance Reporting before designated Governmental Agencies.

Pursuant to this Escrow Account Agreement, Customer grants TCG the legal authority to use the Escrow Account established and maintained by TCG on Customer’s behalf for the limited purpose of:

- A. Remitting payments of Governmental Fees to Governmental Agencies, and
- B. If authorized by Customer’s Terms, payment of TCG invoices for services and expenses.

Customer agrees to fund the Escrow Account with the amount requested by TCG (and supported by specific itemization of any Governmental Fees, or other fees or expenses) in a timely manner.

*Deposit shall be in United States currency, by wire transfer or check payable as follows:*

<b>Mailing Address</b>	<b>Wire Transfer Instructions</b>
<p>Checks Payable to:</p> <p>The <i>Comm</i>pliance Group, Inc. 1430 Spring Hill Road, Suite 315 McLean, VA 22102</p>	<p>Bank Name: PNC Bank N.A. Bank Address: 6805 Old Dominion Dr, McLean, Virginia 22102 Account Name: The <i>Comm</i>pliance Group, Inc. Address: 1430 Spring Hill Road, Suite 315, McLean VA 22102 Account Number: 5303560518 Routing/ABA Number: 054000030 Wire (Routing-in)/ ABA#: 031000053 SWIFT Code: PNCCUS33</p>

## DISCLAIMER OF TCG RESPONSIBILITY TO REMIT ABSENT ADEQUATE ESCROW FUNDS

TCG is under no obligation to remit Applications and/or Filings or associated expenses if the amount in the Escrow Account is insufficient to cover the required payment(s). **Customer agrees to hold harmless TCG for failure to file Applications and/or Filings or make any payments to Governmental Agencies if the amount in the Escrow Account is insufficient.**

Customer understands and agrees that timely funding of the Escrow Account is an essential prerequisite to TCG's fulfillment of its obligations under the Terms. In the event Escrow Account funding is not made or is untimely/delinquent, it is likely that the required filings and/or remittances will not be made (either by the applicable reporting deadline or at all, depending on when and how Customer cures the unfunded/underfunded Escrow Account). Under these circumstances, Customer may be exposed to fines, penalties, interest and additional expenses associated with curing deficiencies. Customer agrees that failure to adequately fund the Escrow Account, when requested and in a timely manner, may result in liabilities for which Customer is solely responsible. Customer agrees to waive any rights it may have against TCG for the failure to take otherwise required actions on behalf of Customer. **Timely funding is non-negotiable.**

TCG is not responsible for making Governmental Agency payments or remittances, nor is it liable in the event of non-payment, associated with bills or invoices sent directly to Customer by Governmental Agencies.

This Escrow Agreement remains in full force and effect until the Company terminates its relationship with TCG, pursuant to and consistent with the Terms.