

ACCOUNTS RECEIVABLE SERVICING FOR COMMUNITY ASSOCIATIONS (FLORIDA)

THIS AGREEMENT (the “Agreement”), made by and between the below named Better In Belize HOA, INC.

Community Association Better In Belize HOA, Inc.	FEI or Document Number	Agreement Date OCTOBER 25, 2020
Business Address, City, State, ZIP CAYO, BELIZE CENTRAL AMERICA	County BELIZE	Total # Units of Association to be serviced:
For: Community Association's Legal Name Better In Belize HOA, INC.	Community Association Contact PAUL PRESCOTT & KATHIE MILLER	

and Axela-Technologies, Inc., a Delaware Corporation, located at 1401 Brickell Avenue, Miami, FL 33131, phone: 305-392-0389, fax: 888-677-6804.

WITNESSETH

WHEREAS, an Community Association is a governing body for a community, which consists of a number of real properties (the “Properties” or “Units”), the owners of which comprise the members of the Association (the “Members” or “Owners”), and which is incorporated and governed either by Florida Statute Chapter 718 (the “Condominium Act”) or Florida Statute Chapter 720 (the “Homeowners’ Act”) and the Association’s declaration, articles of incorporation, bylaws, rules and regulations, resolutions, and operating budget (the “Governing Documents”); and,

WHEREAS, the Members are required to pay with respect to their respective Units, regular periodic assessments or maintenance fees (the “Regular Assessments”) and, as may be determined by the governing body of the Association from time to time, special assessments (the “Special Assessments”, for purposes hereof, the Regular Assessments and Special Assessments shall be collectively referred to as the “Assessments”), and are responsible for applicable interest, late fees, collection costs and attorney fees with respect to such Assessments not timely paid and satisfied (collectively, the “Administrative Costs and Fees”), to the Association in accordance with the Association’s Governing Documents and applicable law. For purposes hereof, the Assessments and related Administrative Costs and Fees shall be collectively referred to herein as the “Accounts Receivable” or “A/R”; and,

WHEREAS, Axela-Technologies desires to perform Accounts Receivable servicing on behalf of the Better In Belize HOA, INC. in accordance with the terms and conditions herein (such transactions are collectively referred to herein as “AR Services”); and,

NOW, THEREFORE, in consideration of the mutual covenants and consideration herein contained and exchanged, the adequacy of which are hereby acknowledged, Better In Belize HOA, INC., and Axela agree as follows:

1. **ENGAGEMENT:** By its execution hereof, the Better In Belize HOA, INC. hereby grants Axela the exclusive right to provide AR Services as described herein and Axela agrees to provide such AR Services to Better In Belize HOA, INC., subject to the terms and conditions as set forth in this Agreement.
2. **TERM; TERMINATION:** This Agreement is made as of the agreement date first written on the top of this page (the “Agreement Date” or the “Effective Date”), and shall become binding upon its execution by all parties. This Agreement shall continue in full force and effect until terminated in writing by a duly authorized representative of either party for any reason upon ninety (90) days prior written notice to the other party. Notwithstanding anything contained herein to the contrary, upon termination of this Agreement for any reason, any and all amounts outstanding and owing to Axela hereunder shall immediately become due and payable by the Association, and Axela may retain all A/R received as a set-off or payment toward any then outstanding amounts owed to Axela hereunder.
3. **SERVICES:**
 - 3.1. **Accounts Receivable Servicing:** With respect to all Units in the Association, the Better In Belize HOA, INC. authorizes Axela to, (a) use commercially reasonable efforts to service and collect the related Accounts Receivable on behalf of the Association in accordance with the Association’s Governing Documents, the Fair Debt Collection Practices Act (FDCPA), and other applicable laws, (b) maintain all Unit ledgers of the Accounts Receivable due, (c) correct Unit ledgers for errors or undocumented amounts if necessary, (d) prepare certificates of account if requested, (e) send delinquent Units to Axela collections, pursuant to such collections agreement between

the Association and Axela, which may be in full force and effect during the term of this Agreement, or (f) take such other action as Axela may reasonably determine necessary to service and collect such Accounts Receivable. Axela shall apply the amounts collected on Units in accordance with applicable law, oldest to newest.

3.2. Service Fees:

- 3.2.1. With respect to each Unit, as Axela’s fee for the services provided under this Agreement, the Association shall be charged a service fee in an amount equal to the interest and late fees due to the association on such units, and Axela shall retain such interest and late fees upon collection as

payment against such amount due from the Association. In addition a per unit charge will be charged as per attached schedule.

3.2.2. In addition to the foregoing, the Association shall be charged any costs and fees incurred in the collection pursuant to Axela's administrative costs and fees schedule (attached and included herein by reference) which may change from time to time. Collection costs will be charged monthly to the association or Better In Belize HOA, INC.

3.2.3. All Assessments or other Association charges collected in excess of the foregoing will be paid to the Association.

3.3. **Better In Belize HOA, INC.:** The Better In Belize HOA, INC. agrees to and shall cause its association client officers, directors, managers, employees, agents and representatives (collectively, the "Representatives") to cooperate with Axela's efforts to collect the Accounts Receivable, including providing required information in digital format as requested. In connection with the foregoing;

3.3.1. The Better In Belize HOA, INC. shall provide timely written notification to Axela upon: (a) any change to the contact information for the Association, (b) any notice of a change of ownership in a property, change of mailing address, (c) the commencement of any bankruptcy/receivership/foreclosure or similar action on a Unit, the owner of a Unit, or the Association,

(d) any change to the Governing Documents that may affect the terms of this agreement, or (e) any change to the current Operating Budget, or a change to or addition of a Special Assessment.

3.3.2. The Association or its Better In Belize HOA, INC. shall not accept, divert, or request, orally or in writing, any payment with respect to any Unit, and shall direct such payments to Axela, or to the Association's attorney if the Unit is currently with such attorney. If any payment is received or deposited by the Association or its Representatives, such payment shall be held in trust, and the Association shall cause such payment to be immediately forwarded to Axela, or to the Association's attorney respectively.

3.3.3. Notwithstanding anything herein to the contrary, if any amounts on a Unit ledger are reduced by the Association, then Axela requires the Better In Belize HOA, INC.

to advise Axela as soon as reasonably possible. The Association, Board of Directors, Better In Belize HOA, INC. shall not waive any late fees or late interest that has been properly charged without written approval of Axela.

3.4. **Reports:** Axela shall provide monthly reports to the Association of the status of its Units. Upon reasonable request, Axela will provide the Association or Association's attorney with account statements on its Units.

3.5. **Payments to the Association:** Any amount due the Association shall be paid to the Association monthly after the grace period as per the association's governing documents. In order to allow for efficient payment of amounts due, the Association may provide authorization and any information necessary for Axela to send payments by electronic methods (e.g. Automatic Clearinghouse {ACH}). In the event Axela discovers that any amount paid to the Association was incorrect or otherwise exceeded the limitations set forth herein then the association shall immediately reimburse Axela for such overpayment. If no such arrangements for ACH transfer payments are made Axela will remit payment via check to be mailed to the Better In Belize HOA, INC.

4. INDEMNITY:

4.1. Axela agrees to indemnify, save and hold the Better In Belize HOA, INC., Association, including its directors, officers, managers, agents, members, and employees, harmless from and against all losses, damages, claims, liabilities and causes of action of every kind, character and nature (including reasonable attorneys' fees and costs, whether occurring

at the trial or appellate level, in or out of court) solely to the extent caused by Axela's breach of any of its material obligations under this Agreement, any material violation of law by Axela, or the gross negligence or willful misconduct of Axela, its agents or employees. In the event of any claims made or suits filed against the Association which may give rise to any indemnity obligation of Axela hereunder, Axela shall be given prompt written notice thereof and Axela shall have the right to defend or settle the same to the extent of its interests hereunder, provided that Axela shall not, without the prior written consent of Better In Belize HOA, INC.

consent to the entry of any judgment or enter into any settlement agreement which does not include as an unconditional release from all liability by the claimant or plaintiff to the Association and its officers, directors, managers, members, and employees with respect to such claims. Axela will rely upon the information provided by the Better In Belize HOA, INC. on behalf of the Association, and the Better In Belize HOA, INC. agrees to hold harmless and otherwise indemnify Axela with respect to any liability thereof.

4.2. The Better In Belize HOA, INC. agrees to indemnify, save and hold Axela, including its directors, officers, managers, agents, members, and employees, harmless from and against all losses, damages, claims, liabilities and causes of action of every kind, character and nature (including, but not limited to, any reasonable attorneys' fees and costs, whether occurring at the trial or appellate level, in or out of court) solely to the extent caused by the Association's breach of any representation or warranty made herein or any material obligations under this Agreement, any material violation of law by the Better In Belize HOA, INC.

, or the gross negligence or willful misconduct of the Better In Belize HOA, INC., or its employees. In the event of any claims made or suits filed against Axela which may give rise to any indemnity obligations of the Better In Belize HOA, INC. hereunder, Axela shall give prompt written notice thereof to the Better In Belize HOA, INC., and the Better In Belize HOA, INC. shall have the right to defend and/or settle the same to the extent of its interests hereunder; provided that Better In Belize HOA, INC. shall not, without the prior written consent of Axela, consent to the entry of any judgment or enter into any settlement agreement which does not include as an unconditional release from all liability by the claimant or plaintiff to Axela and its officers, directors, managers, members, and employees with respect to such claims.

4.4. Notwithstanding anything herein to the contrary, no director, officer, manager, agent, member, or employee of AXELA or the Better In Belize HOA, INC. shall have any personal liability under this Agreement absent fraud or willful misconduct.

4.5. It is expressly understood and agreed the provisions of this section shall survive termination of this Agreement.

5. **ACTS BEYOND ITS CONTROL; CHANGE IN LAW:** Axela shall not be liable for delays or failure to deliver or perform due to acts of God; acts of other parties beyond the control of the non-performing party; acts of civil or military authorities; acts of federal, state or local government or regulatory agencies; fires; strikes; floods; accidents; hurricanes; micro or macro market or economic conditions, business or financial conditions, or, other similar events beyond its control. If in Axela's determination there is a change in or judicial interpretation of applicable law or the Governing Documents, which adversely affects the ability of Axela to perform the AR Services as contemplated hereunder, then Axela may, at its option, require the Better In Belize HOA, INC., INC. to reimburse Axela for such affected amounts.
6. **CONFIDENTIAL INFORMATION:** Neither party shall disclose any non-public or confidential information of the other party to the general public, or use such information to negatively affect the business of the other party in any way, without written permission from the other party or as may be required by law. Among other things, the terms of this Agreement and any related documents shall constitute confidential information of Axela, provided however that Axela shall be authorized to disclose the existence of this Agreement for marketing purposes.
7. **VENUE; ATTORNEY'S FEES; JURY WAIVER:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to legal principles pertaining to conflict of laws. In the event of a dispute concerning this Agreement, the venue shall be in Miami-Dade County, Florida, and the prevailing party shall be entitled to recover its reasonable attorney's fees, administrative fees, and all costs incurred in connection to said dispute, whether incurred in or out of court. Axela reserves the right of setoff on any amounts owed against any amounts due to the Association. If any provision of this Agreement is held to be invalid or unenforceable or otherwise violates existing applicable law or subsequently enacted legislation, then such provision shall be modified to reflect the parties' intention solely to the extent necessary to comply with applicable law, and all remaining provisions of this Agreement shall remain in full force and effect. THE BETTER IN BELIZE HOA, INC. AND AXELA HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, CROSS CLAIMS OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT. THE AQUA VISTA TOWNHOMES CONDOMINIUM ASSOCIATION, INC. HEREBY CERTIFIES THAT NO AGENT OR REPRESENTATIVE OF AXELA HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT AXELA WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.
8. **CERTIFICATION:** By execution of this Agreement, the Better In Belize HOA, INC., INC. represents, warrants and certifies to Axela and agrees that it shall not challenge the following: (a) all of the information provided by the Better In Belize HOA, INC. to Axela shall be true and correct in all material respects to the best of its knowledge after diligent review by the parties responsible for such information, and Axela may rely on said information and shall not be liable for errors attributable to said information, (b) the Better In Belize HOA, INC. is duly organized, validly existing, and in good standing under the laws of the State of Florida, (c) this Agreement and any related documents constitute a legal, valid and binding obligation of the Better In Belize HOA, INC., (d) the Better In Belize HOA, INC. has been and shall continue to charge and collect its Accounts Receivable pursuant to its Governing Documents and applicable law, (e) this Agreement and any related documents have been read and approved by the Better In Belize HOA, INC. the undersigned officer/s of the Better In Belize HOA, INC. are authorized by the Association to execute and deliver and have duly executed and delivered this Agreement, (f) the Better In Belize HOA, INC. has determined that entering into this Agreement and engaging in the contemplated transactions with Axela is in the best interests of the Association and its Members, (g) the parties hereto acknowledge and agree that in no event shall the services provided hereunder constitute a purchase of any underlying Accounts Receivable, (i) the Association's Governing Documents do not prohibit or otherwise restrict the Better In Belize HOA, INC. from; (i)

entering into this Agreement In addition the foregoing, the execution, delivery and performance by the Better In Belize HOA, INC. of this Agreement, and all other agreements contemplated herein, and the fulfillment of and compliance with the respective terms of this Agreement or any other agreement between the parties, do not and will not (i) conflict with or result in a breach of the terms, conditions or provisions of the Association's Governing Documents, (ii) constitute a default or event of default under (whether with or without due notice, the passage of time or both) any material agreement to which the Association is a party or the Association's Governing Documents, (iii) require any authorization, consent, approval, exemption or other action by, notice to, or filing with any third party or governmental authority pursuant to, the Associations' Governing Documents or any applicable law, rule, regulation or contract to which the Association is subject.

9. **NOTICES:** All notices, which the parties hereto may be required to give in writing hereunder, shall be deemed to have been properly given and shall be effective if; (a) sent by email or facsimile with confirmation of delivery by the recipient, which shall not be unreasonably withheld if requested, or by United States Postal Service certified mail with return receipt requested, or by national delivery services with proof of delivery, and, (b) addressed to Axela at 1401 Brickell Avenue, Suite 320, Miami, Florida 33133 or info@axela-tech.com or facsimile 1-888-677-6804, or addressed to the Association at any address designated herein or to any contact on the public records of the State of Florida, or to either party at such other address hereafter designated.
10. **ENTIRE AGREEMENT:** This Agreement, including any attachments, exhibits, amendments or addendums which are incorporated in this Agreement as if set forth in full, constitute the entire Agreement between the Better In Belize HOA, INC. and Axela solely with respect to the subject matter hereof, and replace any prior understandings, written or oral. This Agreement and every provision hereof shall bind, apply to and run in favor of the Better In Belize HOA, INC. and Axela and their respective successors in interest, and may not be changed, waived or orally terminated. Any amendment to this Agreement must be in writing and signed by a duly authorized representative of each party. The above "Whereas" clauses are true and correct and are incorporated into this Agreement in their entirety. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Axela is authorized to assign this Agreement. The terms of this Agreement shall be interpreted and applied in neutral fashion without regard to which party was the drafter hereof. A party's waiver of any right under this Agreement must be in writing and signed by a representative of the party and no waiver is deemed to be a continuing waiver of the same specified right. Whenever the masculine pronoun is used, it includes the feminine pronoun, and the singular includes the plural, and vice versa, where the context requires. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one of the same instrument. Facsimile, scan and photo copies of this Agreement shall be treated as an original and shall be binding. Axela is authorized to sign this Agreement using its digital signature which shall be binding.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first written above.

For: Community Association

(Once signed, fax all pages, without a cover page, to 1-888-677-6804)

Community Association Officer X	Date	Community Association Legal Name Better In Belize HOA, INC.	FEIN NUMBER
Community Association Officer Name & Title		Community Association Physical Address T CAYO, BELIZE, CENTRAL AMERICA	

For: Axela-Technologies

Signature, Name, Title, Date

**AXELA-TECHNOLOGIES
ACCOUNTS RECEIVABLE COSTS AND FEES
SCHEDULE AS OF 1/1/2019**

Below please find a summary of the value billable fees and costs effective as of the date above (the "Costs and Fees Schedule"). Please note that although costs and fees are ultimately a liability due to Axela by the Association. All such costs and fees will be passed through to the unit owner's ledger and is payable to the Association.

Standard Charges for Accounts Receivable Servicing Accounts (if applicable, varies by service needs):

Regular Statement Sent by Email	No Charge
Payment Received Exception Requiring Research	\$5.00
Delinquency Courtesy Letters	\$25.00

Standard Charges for All Accounts (if applicable, varies by service needs):

Payment Received by USPS Mail	No Charge
Online Payment Via Payer's Bank Bill Pay	\$00.00
Online Payment Portal, Single Payment Convenience Fee	3.5%
Online Payment Portal, Recurring Payment Processing Fee	3.5%
Payment Returned NFS	Maximum Allowed by State Law
Mail Returned, Skip Trace/Re-Route/Re-Send	No Charge
Certificate of Account, Regular Service (Estoppel)	\$250.00
Foreign Check Fee	\$50.00

Hourly Fee (if applicable): For all other work not itemized above or extraordinary work requests, our standard rate is \$150 per hour.

This costs and fees schedule is not an exhaustive list of all costs, fees, and/or other charges that may be applicable to accounts receivable servicing and/or collection matters, and may change from time to time at Axela's sole discretion or based on increases in third party costs. If the Agreement is terminated, all accrued costs and fees become immediately due. Should you have any questions regarding the above or as to any fees or costs not itemized above, please contact our office.

Accounts Receivable Servicing Fees: \$9.00 per pay period (annual)

Plus The equivalent of the Late Interest and Late Fees permitted to be charged to a unit owner who has paid their maintenance fees after the due date and grace period.