

## COLLECTION SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") effective the \_\_\_ day of January, 2026 ("Effective Date"), is entered into between the Jefferson County Clerk of the Circuit Court and Comptroller, Florida, ("CLERK") and Penn Credit Corporation, ("PENN"). For and in consideration of the compensation herein described and the covenants and conditions herein contained, the parties agree as follows:

1. Term and Termination. This Agreement is continuing and will remain in effect until terminated by either party. Under such circumstances, the terminating party shall provide the other party sixty (60) days written notice, unless the parties shall mutually agree to terminate the Contract, at which time the Contract may be terminated immediately. PENN will be entitled to compensation on collections which occur for up to sixty (60) days after the termination date.

Upon termination, PENN will cooperate with the CLERK to facilitate the duplication and transfer of any records or documents related to this agreement and to advise the CLERK as to the current status of all accounts.

2. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
3. Assignment of Accounts. CLERK will assign to PENN for collection such delinquent accounts (hereinafter referred to as "accounts") as CLERK deems appropriate. CLERK certifies that every account referred will contain accurate information and will be just and owing, and will not be subject to any valid defense, set-off or counterclaim, including that such account or the obligor of such account will not be subject to any bankruptcy proceeding, stay or discharge as of the time of referral. CLERK shall promptly inform PENN, in writing, of any notice it receives concerning any bankruptcy filing by any debtor. If the payment status of a referred account changes, the CLERK shall notify PENN in writing, and PENN's subsequent collection efforts shall be consistent with the change.
4. Collection Efforts and Compliance. PENN will use commercially reasonable efforts to collect accounts, which shall comply with federal, state and local laws, where applicable. As the service provider, PENN understands and acknowledges its responsibility for the security of cardholder data that it receives and processes during the performance of this contract; all applicable PCI-DSS requirements will be maintained by PENN.
5. Hold Harmless and Indemnification. PENN will indemnify and hold harmless the CLERK, and its officers, agents, owners, attorneys and employees from any claim, loss, cost, damage, expense, attorneys' fees, and liability of whatsoever nature or kind (collectively the "Claims"), arising out of or as a result of the negligent acts or omissions of PENN or any of its agents or employees. CLERK will indemnify and hold harmless PENN, its parent, subsidiary or affiliated companies and divisions, and their officers, agents, owners, attorneys and employees from any Claims arising out of or as a result of the negligent acts or omissions of CLERK, its employees or agents; and specifically agrees to indemnify and hold PENN harmless from and against all Claims resulting from errors in account information furnished to PENN by CLERK. The indemnities provided for herein shall survive the termination of this Agreement.
6. Compensation and Payment. Upon referral of an account to PENN, 25.0% will be assessed to the amount due, in accordance with section 28.246, Florida Statutes. PENN shall remit 80.00% of all funds collected and retain a commission fee of 20.00%. PENN shall remit the

CLERK'S portion of payment daily. PENN may hold payments made by checks until funds clear, but not more than 10 days, before remitting funds to the CLERK. PENN shall also be entitled to its commission fee for all payments made directly to the CLERK, except for those made during applicable "Green Light" events.

7. Remittance and Reporting. Payment will be accompanied by a collection report including, among other things, the amount of payments received, the date of payments, and the debtors' name and account number.

The CLERK shall have access to PENN's account information via the Internet at no cost to the CLERK. CLERK agrees to provide PENN with any updated information on the debtor data, including account financial information, biographical information, location and identifying data, and all other debtor information regardless of form.

8. Negotiable Instruments. PENN agrees to accept all commercially acceptable forms of payment on delinquent accounts, including: personal and business checks, money orders, credit cards and debit cards. CLERK authorizes PENN to send notices of dishonor or other notices on CLERK'S behalf for dishonored instruments, to assess and collect any permissible dishonored instrument fees, and to retain any recovered fees, whether such instruments were issued before or after assignment of the account.
9. Assignments. Neither party to this Agreement shall assign this Agreement, nor any interest, right or responsibility arising herein, without the written consent of the other party.
10. Waiver. Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.
11. Jurisdiction. This Contract shall be governed by the laws of the State of Florida, and the sole and exclusive venue for any disputes arising out of this Agreement shall be any state court located within Jefferson County, Florida, or federal court located within the same venue.
12. FTC Red Flag Rules. PENN shall maintain an Identity Theft Prevention Program in accordance with 16 C.F.R. Part 681 FTC Red Flag Rules throughout the life of the Agreement.
13. Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.
14. Public Records Compliance. Notwithstanding any other language in this Agreement, PENN acknowledges that this engagement and any related correspondence, email, financial records, audits, reports, plans, and other documents created or received by PENN in the performance of this engagement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Accordingly, PENN will provide the CLERK with access to and copies of its documents in response to a public records request pursuant to Chapter 119, Florida Statutes. Further, PENN will ensure that exempt or confidential and exempt information contained within the public records is not disclosed except as authorized by law for the duration of the engagement and thereafter if PENN does not transfer all public records to the CLERK. Upon completion of the engagement, PENN will transfer to the CLERK, at no cost, all public records in the possession of PENN and destroy all duplicate

public records that are exempt or confidential and exempt from disclosure. If PENN keeps and maintains the public records upon completion of the engagement, PENN shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CLERK, upon request, in a format that is compatible with the IT system of the CLERK. Notwithstanding any other language in this engagement, in the event PENN fails to abide by the provisions of Chapter 119, Florida Statutes, the CLERK may, without prejudice to any other right or remedy and after giving PENN seven days written notice during which period PENN still fails to allow access to or copies of such documents, terminate this engagement effective immediately. IF PENN HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PENN'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CLERK@JEFFERSONCLERK.COM.

15. Non-discrimination. PENN, in its collection efforts, will not discriminate against any DEBTOR on the basis of race, color, creed, religion, sex or national origin. PENN will comply with the requirements of the Americans with Disabilities Act of 1992, and all regulations interpreting or enforcing said Act.
16. E-Verify Requirements. In accordance with Florida Statute §448.095, PENN, prior to commencement of services or payment by the CLERK, PENN will provide to the CLERK proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the CLERK. PENN will not hire any employee who has not been vetted through E-Verify. PENN may not subcontract any work for the CLERK to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.
17. Dealings with Foreign Countries of Concern. PENN is aware of and agrees to comply with the requirements of Florida Statutes 287.138 and 288.007. To the extent that, under this Agreement, PENN has access to personal identifying information, PENN agrees that: PENN is not owned by the government of a foreign country of concern; the government of a foreign country of concern does not have a controlling interest in PENN; and PENN is not organized under the laws of and does not have its principal place of business in a foreign country of concern. Per Florida Statutes 287.138(1)(c), "foreign country of concern" means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern. Breach of this provision, or if PENN: is found to have submitted a false certification under Florida Statute 287.135(5); has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria, shall be considered a material breach of this Agreement and shall entitle CLERK to, in his sole discretion, terminate this Agreement.
18. Notices. All notices, requests, demands, consents and other communications hereunder shall be in writing and shall be deemed to have been duly given when either (a) personally delivered; or (b) when deposited via certified mail, return receipt requests, postage prepaid to the intended recipient set forth below:

If to PENN:

Thomas Foley Jr., CEO  
Penn Credit Corporation  
2800 Commerce Drive  
Harrisburg, PA 17110

If to CLERK:

Cecil "Trey" Hightower, Clerk of Circuit Court & Comptroller  
Jefferson County Clerk of Courts  
1 Courthouse Circle  
Monticello, FL 32344

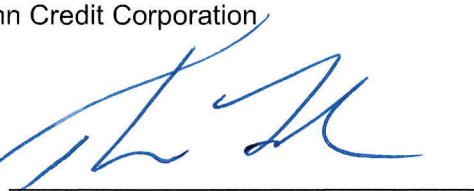
19. Entire Agreement. This Agreement constitutes the entire understanding between PENN and CLERK regarding collection services provided to CLERK by PENN and may not be modified except by written agreement signed by both parties. This Agreement supersedes any prior Agreement, unless incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this contract on the date last written below.

Penn Credit Corporation

Jefferson County Clerk of Circuit Court & Comptroller

BY:



Thomas Foley Jr., CEO

BY:



Cecil "Trey" Hightower, Clerk of Circuit Court & Comptroller

Digitally signed by Trey Hightower  
Date: 2026.01.29 13:05:32 -05'00'

DATE:

1/27/2026

DATE: 01/29/2026