

SCHEDULE M

VMS PROCESS AND CONVERSION

These VMS process and conversion terms and conditions (“**Terms**”) constitute an agreement between MoneyGram Payment Systems, Inc. (“**Customer**”) and you (“**you**” or “**Supplier**”) related to your provision of Goods and/or Services to Customer.

1. **Services.** During the Term of this Agreement, as defined therein, Supplier agrees to render Services to Customer, as authorized by Customer from time to time at Customer’s discretion as set forth in this Section (the “**Services**”). Customer has implemented a centralized vendor management solution (“**VMS**”), owned and hosted by Beeline.com, Inc. (“**Beeline**”), which Customer will use to acquire, process and manage its contracted labor and Services needs. Supplier shall complete the Beeline registration process resulting in a registration link (“**VMS Registration**”). As part of the VMS Registration and to enable and authorize Supplier’s use of the VMS, Supplier will be required to enter into separate agreements directly with Beeline (collectively, the “**Beeline Agreements**”). Supplier may provide Services to Customer only upon successful completion of the VMS Registration. All Services will be authorized and agreed to by Customer through Customer’s approval in the VMS of Assignments, Projects, Bids, SOW or other mechanisms described and defined in the VMS and/or the Beeline Agreements (“**VMS Authorizations**”). For Services requiring detailed requirements definition and/or the creation and delivery of Deliverables (“**Project Services**”), the execution of a written SOW, signed by Supplier and Customer may also be required by Customer, in addition to a VMS Authorization. In the event Services are purchased through a VMS Authorization only, and no SOW is executed, the VMS Authorization shall be deemed an SOW, governed under the terms of this Agreement. Supplier shall not be authorized to render any Services until a VMS Authorization occurs.

2. Payment to Customer

- (a) As may be specified and required by the VMS, Supplier shall submit an itemized and detailed Timesheet, Expense, Milestone / Deliverable, and/or Miscellaneous Fees (if applicable) including but not limited to Sales Tax. Such submissions shall be completed weekly, monthly, upon completion, or as otherwise agreed by the Parties, or as may be specified by the VMS. Upon review of submissions by Supplier and verification/approval by the appropriate Customer Representative, Customer may approve each submission. If the submission is approved by Customer, the VMS will generate an Invoice for Services. Such Invoice will then be routed to Customer’s Accounts Payable Department for disbursement of payment per the Agreement. Collectively, all activities described in this Section shall be defined as “**VMS Approval.**”
- (i) With the exception of Miscellaneous Fees, Expenses, and Sales Taxes (if applicable), a two percent (2%) service fee shall be deducted from each Invoice (“**Supplier Fee**”). Supplier shall not increase their fees to offset and/or change the Supplier Fee.

- (ii) Supplier Personnel shall not be authorized for overtime without prior approval by the appropriate Customer Representative.
- (iii) Each Invoice shall reference the Invoice Number, Assignment Number, and/or Project Number.
- (iv) All Invoices must be generated electronically through VMS.
- (v) SUPPLIER UNDERSTANDS THAT ANY SERVICES PROVIDED TO THE CUSTOMER WITHOUT VMS ARE DONE SO AT SUPPLIER'S OWN RISK, AND CUSTOMER WILL NOT BE LIABLE TO SUPPLIER FOR PAYMENT IN CONNECTION WITH ANY SERVICES PERFORMED OUTSIDE VMS PROCESS.

- (b) **Payment Terms.** Invoices shall be paid net sixty (60) days from VMS Approval. Customer may, at its sole discretion, take a two percent (2%) discount if payment is sent within ten (10) days from VMS Approval (Invoices processed as **2% 10 net 60**).

- 3. **Conversion.** Supplier understands that from time to time, Customer may wish to hire a Supplier employee that is providing Services to Customer under a Purchase Order. In such event, and notwithstanding the limitations and restrictions set forth in the MSA, the GTC's or Contract Documents regarding the non-solicitation and non-hire of any employee of Supplier, Supplier shall waive any restrictive covenants that would otherwise prohibit Customer from hiring any such Supplier employee. Additionally, Supplier agrees no fees shall apply if Customer requests such conversion after ninety (90) days from Supplier Personnel's start date. In consideration of this section, Supplier will not enforce any non-solicitation covenant or covenant against competition that it may have with its employee, to the extent that such covenant would penalize or limit the employee's ability to be hired by Customer.

Number of Days	Conversion Fee
0 – 30 Days	15% of annual starting salary
31-60 Days	10% of annual starting salary
61-90 Days	5% of annual starting salary
91+ Days	No Fee