Updated April 30, 2026

General Terms

About Us. We're Remote, a group of companies established in countries around the world and a web platform (**Platform**), that makes it possible for You to easily access and manage global talent.

The Terms. These Terms of Service (**Terms**) set out the terms by which Remote provides the legal entities listed on your account and any of your Affiliates (**Customer, You** or **Your**) with the Services detailed below and access to the Platform. By agreeing to these Terms, You are entering into separate, legally binding agreements with:

- if Your address is in the United States, Remote Technology Services, Inc (**RTSI**; a Delaware company, with business address at 2261 Market Street STE 86540 San Francisco, CA 94114), and its Affiliate(s) providing You Services or invoicing You directly (**We**, **Us**, **Our**, or **Remote**); or
- if Your address is outside the United States, Remote Europe Holding B.V. (**Remote Europe**; a company incorporated under Dutch Law with registered number 76348946 and registered office at Kraijenhoffstraat 137A, 1018RG Amsterdam, the Netherlands), and its Affiliate(s) providing You Services or invoicing You directly (**We**, **Us**, **Our**, or **Remote**)
- An Affiliate means a company that directly or indirectly controls, is controlled by, is under common control with, or is otherwise in the same group of entities as a party.

Authority to act. You represent and warrant that any individual(s) or legal entities creating or operating Your account have the authority to bind You and take actions on Your behalf.

Updates. Remote will notify You of any changes to these Terms, which may be necessary to make updates to the Services or to prevent abuse or harm. If You continue to use any Services 30 days after notice of Update, You agree to the updated Terms. We will notify You if immediate Updates are needed for legal or compliance purposes.

Our Services. You are responsible for selecting Remote as the provider of the following **Services** and adhering to the applicable Service terms:

- **Employment Services**, where Remote engages individuals to provide You services (**Employees**),
- **Contractor Management Services**, where Remote helps You onboard and pay invoices for individuals You directly engage to provide You services (**Contractors**),
    - **Contractor Management Plus Services**, where Remote provides you with agreements that protect against misclassification of Your Contractors,
- **Contractor of Record**, where You contract with Remote for certain services and deliverables to be completed via individuals engaged by Remote (**Subcontractors**),
- **Payroll Services**, where Remote facilitates the processing of Your employees' payroll (**Payroll Employees**),

- **Human Resource Information System** (**HRIS**), where You use Remote's Platform to manage individuals You engage directly or via Remote's other Services,
- **Remote Recruit**, where You can source, track, and gain insights into global talent,
- **Ask an expert Services**, where You can access one-one, general guidance sessions with Our internal subject-matter specialists on employment-related topics,
- **Background Check Services**, where You can obtain background checks for Your Service Providers,
- **Equity Management** , where You can access tools and information to manage restricted stock units, stock options, virtual stock options/stock appreciation rights/phantom stocks and tokens awards (**Equity Awards**) for Employees,
- **Perform**, where You can streamline Your employee development and review process via the Remote Platform,
- **Remote Survey**, where You can create, distribute, and analyze surveys,
- additional services You may use on the Platform.

Individuals that You engage with via Remote's Services shall be collectively referred to as **Service Providers**.

Platform. These Services and additional services or requirements to use any Remote services will be managed through the Platform. Actions taken by You and information entered by You on the Platform are binding. So that We can improve Your experience, We may update the features, requirements, and offerings of Our Services.

Relationship. The relationship between You and Remote is of independent contractors and is commercial in nature. Nothing contained herein shall be considered to create a joint venture, partnership, employment, principal-agent, or labour relationship between You and (a) Remote, (b) Remote's Affiliates, or (c) Remote's Employees or (d) Remote's contractors or subcontractors.

Precedence. The General Terms shall apply to all Services offered under these Terms (unless stated otherwise). Service specific terms (**Service Terms**), terms agreed to via the Platform, and terms that are relevant to an Employee's jurisdiction (**Local Terms**, incorporated herein by reference), take precedence over the General Terms only where they directly conflict. Service Terms and Local Terms are only effective if You purchase or use that Service.

Terms agreed to via an Order Form and the Order Form Terms and Conditions take precedence over the General Terms and relevant Service Terms only where they directly conflict. Your use of the Platform is subject to the Remote Platform Terms of Use (**Terms of Use**), which is incorporated into these Terms by reference. These Terms take precedence over the Terms of Use only where they directly conflict.

API Integration(s). If You are using Remote's products and services via a full or partial integration of Remote's application programming interface (**API**) with another web platform or provider (**External Provider**), You hereby acknowledge and agree to be bound by these Terms. **Account** as used in these Terms shall mean Your account with the External Provider (and/or

Your account with Remote, as applicable); **Platform** as used in these Terms shall mean the API (or Remote's Platform, as applicable). Additional terms that are relevant to API Integrations (**API Terms**) will take precedence over these Terms only where they conflict.

Our Services

1.1 Our obligations. As part of Our obligations, We agree to:

- comply with all laws, including all tax, labour, and employment laws applicable to Our provision of the Services to You under the relevant Service Terms,
- follow Your reasonable instructions and requests for the provision of Services under these Terms, and
- provide You with information and reasonable assistance, when relevant, to support You in performing Your obligations.

Remote does not have an obligation to engage a Service Provider (whether due to right to work, regulatory issue, or otherwise).

1.2 Your obligations. You agree to:

- not prejudice Our ability to comply with Our obligations under these Terms,
- cooperate and promptly provide Us with true, accurate, and complete information and documents to allow Us to provide You Services, including, but not limited to:
    - updating Remote immediately if the working relationship between You and a Service Providers changes,
    - notice of any claims against You or any Service Provider that may impact the Services, and
- not violate laws applicable to Your jurisdiction and the jurisdiction where Services are provided.

1.3 Third Parties. If You make any of Our Services or Service Providers available to any of Your clients or customers, or other third parties (each a **Third Party**), You are responsible for:

- ensuring that such Third Parties are aware of the Terms under which We provide the Services,
- any applicable Fees, and
- any acts and omissions of the Third Party as if they were Your own.

1.4 Remote Content. We may provide data, insights, analytics and other information, including information on global employment laws, on the Platform (**Remote Content**). Remote Content does not constitute legal or HR advice. You may use Remote Content for Your own internal business purposes. We make no warranties or guarantees regarding the accuracy, timeliness, or completeness of Remote Content nor are We responsible for any actions taken based on such content. Remote Content may not be shared or distributed to third parties without Our prior written consent. We may remove Remote Content at Our sole discretion.

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Fees and Payment terms

2.1 Fees and Taxes. Fees payable by You for Our Services may include a flat, recurring fee (exclusive of Tax and any applicable discounts) (**Service Fees**), applicable reserves, and any other amounts specified in the Service Terms, or detailed via the Platform or an Order Form (**Fees**).

All Fees shall be paid in full without set-off, counterclaim, deduction or withholding of any kind. **Tax** in this clause refers to any sales taxes, value-added taxes, withholding tax or other similar governmental assessments. Should payment of Fees be subject to any withholding tax, You will reimburse Us for such withholding tax.

2.2 Changes in Service Fees. We may increase Service Fees each year and will provide You with at least 30 days' notice in writing. The increase will not apply if You choose to terminate the relevant Services in those 30 days. Any reduction in Service Fees will take effect immediately.

2.3 Invoices. Payment for invoices are due within 14 days of receipt, unless specified otherwise in the relevant Service Terms. Invoices related to Late Fees, reserves, contractual guarantees, or other costs under these Terms that require immediate payment to Remote are due on the date specified on the invoice.

2.4 Payment charges. To cover Our cost and risk:

a. Your payment method may be subject to an additional charge, and
b. where foreign exchange applies, We may also apply a transaction fee or margin.

2.5 Late Fees. If any Fees or amounts properly charged to You are not paid by their due dates (**Late Fees**), Remote may charge interest on the unpaid amounts at .1% per day or the maximum fee permitted by law, whichever is lower.

2.6 Reserves. Remote may require You to pay a reserve or provide a standby letter of credit or other form of guarantee to provide You Services. Remote may offset any Fees owed or amounts due with payments or reserves.

2.7 Additional payment terms. If You fail to pay any reserves or Late Fees owed, We may immediately suspend additional Services or end any Services and terminate any related agreements at Your cost.

Confidentiality and Data Protection

3.1 Confidential Information. **Confidential Information** is all information relating to You or Us, and Our businesses, products, finances, and affairs, in any media or form, that is marked as confidential or would reasonably be considered confidential. Confidential Information does not include information that:

a. was already known to the recipient of the information (**Receiver**) at the time of disclosure by the party who has shared the information (**Discloser**),
b. is subsequently disclosed to the Receiver without any obligations of confidentiality by a third party,
c. is or becomes generally available to the public other than through any act or omission of You or Us in breach of these Terms, or
d. is or was independently developed by the Receiver without the use of the Discloser's Confidential Information.

3.2 Obligations. You and We agree to:

a. maintain the confidentiality of any Confidential Information shared by You or Us,
b. not disclose to any third party, copy, or modify Confidential Information without the owner's prior written consent, and
c. disclose Confidential Information: (i) only to employees, Affiliates, agents, subcontractors, vendors, and professional advisers on a need-to-know basis who are bound in writing to confidentiality obligations similar to these; (ii) if necessary to comply with applicable laws or regulations, provided that the owner of Confidential Information has been notified before any disclosure has been made if legally allowed; or (iii) if necessary to exercise the rights and perform the obligations under these Terms.

3.3 Maintaining confidentiality. On the termination of these Terms, You or We, upon request by the other or as legally necessary, will destroy or return to the owner all Confidential Information it has in its possession. Your and Our confidentiality obligations will survive after the termination of these Terms.

3.4 Data protection. You and We will both comply with the requirements of all applicable data protection legislation and the Data Processing Addendum (**DPA,** incorporated herein by reference).

Intellectual Property

4.1 Our Intellectual Property. We and Our licensors own, and will continue to own, all Intellectual Property Rights in and to: (i) all works, materials, data, processes, software, information, and other items (whether tangible or intangible) created, owned, licensed, or developed by or on behalf of Remote or any third party that have not been created or developed specifically for You pursuant to Our Services; and (ii) the Platform, including any new or amended versions that We develop (together, **Remote Materials**). We grant You a non-exclusive right to use the Remote Materials solely to the extent necessary to allow You to use the Services and perform Your obligations under these Terms. We reserve all rights which have not been expressly granted or assigned to You under these Terms.

Intellectual Property Rights means ALL intellectual property rights of any kind, in any jurisdiction, existing now or in the future (such as rights in business, company or trade names, rights in domain names, patents, rights in and to inventions, utility models, copyrights and

related rights (including rental and lending rights), database rights, design rights, rights in data, know-how and information, topography rights, trademarks, service marks, the right to sue for passing off and rights to use, and protect the confidentiality of, confidential information), whether registered or unregistered, and includes without limitation all extensions, renewals, rights to apply for or renew the registration and rights related to any lapsed application or registration, of such intellectual property rights.

4.2 Your Materials. You grant Us a non-exclusive right to use the data, information, or materials You provide to Us, along with Your Intellectual Property Rights (**Your Materials**) solely to the extent necessary to provide You with the Services and perform Our obligations under these Terms. You reserve all rights which have not been expressly granted or assigned to Us under these Terms. We agree that all Your Materials will remain Your property. You warrant that You have full authority and all necessary rights and licences to allow Remote to use Your Materials, and that Remote's use of Your Materials does not and will not infringe any third party's Intellectual Property Rights.

Indemnities

5.1 Our indemnities. We will indemnify, defend, and hold harmless You and Your employees, agents, directors, officers, and representatives against any third party claims, including all losses, damages, liabilities, costs, and reasonable legal fees, to the extent they are due to:

a. a breach of Remote's obligations, warranties, or responsibilities under these Terms, and
b. Your or a Service Provider's permitted use of the Remote Materials.

5.2 Your indemnities. You and Your Affiliates will indemnify, defend, and hold harmless Us and Our employees, agents, directors, officers, and representatives against any third party claims, including all losses, damages, liabilities, costs, and reasonable legal fees to the extent they are due to:

a. a breach of Your obligations, warranties, or responsibilities under these Terms, and
b. Our or a Service Provider's permitted use of Your Materials.

5.3 Conduct of claims. In order to receive an indemnity, the indemnified party must provide the other party with prompt written notice of any third party claims. The indemnifying party will have control over the defence of any claims and any settlement, provided that:

a. no settlement or compromise will be agreed if it attaches liability or fault to the indemnified party without the indemnified party's written approval (not to be unreasonably withheld, delayed, or conditioned),
b. the indemnified party has the right to participate, at its own expense, in the defence and/or settlement in order to protect its own interests, and
c. the indemnified party must cooperate and provide all information reasonably needed for the indemnifying party to conduct the defence and/or settlement.

LIABILITY

6.1 **Liability We can't exclude. Neither You nor We can exclude liability for fraud, death, or personal injury caused by gross negligence or wilful misconduct.**

6.2 **Exclusions. Neither You nor We are liable for any indirect or consequential losses of any kind, whether or not You or We were advised of the possibility of such loss. We will also not be liable to You for claims, losses, penalties, damages or negative consequences that result from or are caused by (in whole or in part):**

a. **Service Provider's improper use of Intellectual Property Rights, Your Confidential Information and/or Personal Data,**
b. **a breach of these Terms due to the acts, omissions, or breach of any agreements by a Service Provider,**
c. **a breach of these Terms due to Your acts, omissions, or breach,**
d. **a Service Provider's failure to have the applicable certifications, qualifications, insurance policies, or other professional qualifications necessary to provide You services,**
e. **Your previous employment of or engagement with any Service Providers,**
f. **any agreements or policies between You and a Service Provider,**
g. **the use of Our Services by a Third Party, and**
h. **an authoritative governmental body determining, despite these Terms, that Your presence in a particular country amounts to a permanent establishment.**

6.3 **Limitation on liability. Except for any Fees, Your failure to pay Us any amounts owed, or Your violation of Our Platform's Prohibited Uses in Our Terms of Use, each party's aggregate liability in a Contract Year (defined below) under these Terms is limited to the total amount of Service Fees paid for the relevant Service in that Contract Year (the General Cap). For any Indemnities applicable to the Services (with the exception of those stated below), or breaches of the Confidentiality or Intellectual Property provisions, or Data Processing Addendum, each party's aggregate liability in a Contract Year under these Terms is limited to five times (5x) the total amount of Service Fees paid for the relevant Service in that Contract Year (the Super Cap).**

Indemnities for Employment Services and Contractor of Record services are not subject to the General Cap or the Super Cap.

A "Contract Year" means each successive twelve (12) month period starting on the Effective Date and each anniversary of that date.

Term and termination

7.1 Duration. These Terms will commence on the date You agree to the Terms on Our Platform (**Effective Date**) and will continue for 12 months (**Initial Term**). After the Initial Term, these Terms will automatically renew for additional 12-month periods (each a **Renewal Term** and together with the Initial Term, the **Term**).

7.2 Termination. You or We may terminate these Terms or a Service at any time, by providing at least 30 days' prior written notice. You or We may immediately terminate these Terms or a Service by written notice if:

a. You or We materially breach these Terms, and are unable to cure the breach within 15 days of receiving notice of the breach,
b. (i) We determine, using Our reasonable judgement, that the payments necessary for the Services cannot be made by You, (ii) You cease trading or wind down Your operations, or (iii) You or We are or will become subject to administration, insolvency, bankruptcy, or other similar event, or
c. You have accrued Late Fees.

Termination is subject to any applicable Service Terms.

7.3 Survival. Any provisions in these Terms which are intended to remain in force on or after the Termination of these Terms, will continue to remain in full force, including, but not limited to:

a. Your and Our obligations until all Services are concluded in accordance with these Terms,
b. Your obligations to pay any Fees or amounts owed to Us, and
c. Your and Our confidentiality obligations.

Other important terms

8.1 Entire agreement. These Terms are the entire agreement between You and Us. Unless agreed to in writing or via the Platform by You and Us, anything outside of these Terms, such as discussions or other agreements not expressly mentioned in these Terms are superseded by these Terms.

8.2 Notices. Any legal notices sent under these Terms to:

a. Remote - will be in writing to legal-notices@remote.com,
b. You - will be in writing to the email address listed on Your account.

8.3 Marketing. We may publish Your name and logo on Our website as Our customer, publish marketing materials about Our provision of Services to You, or use You as a reference for the press or Our prospective customers, unless You notify Us otherwise in writing.

8.4 Force majeure. We will not be liable or in breach of these Terms for any delays or failures in Our performance that result from an event beyond Our reasonable control (including, but not limited to, if Remote is forced to cease operating Employment Services in a particular jurisdiction). If this type of event occurs, We will promptly notify You, provide information regarding the delay, and make all reasonable efforts to resume performance as soon as possible.

8.5 No waiver. No delay or failure to exercise any right or remedy available under these Terms will prevent the future exercise of any such right or remedy.

8.6 Assignment. Neither You nor We may assign any of the rights and duties under these Terms without the prior written consent of the other, except to an Affiliate or successor. Any assignment by You shall be subject to prior written notice of 30 days to Us, and a successful compliance check of the relevant parties. These Terms shall be binding upon and for the benefit of the respective successors and permitted assigns. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void.

8.7 Invalidity. If any provision of these Terms is held to be illegal, invalid, or unenforceable, that provision is agreed to have effect to the extent possible to reflect its original intent. The remainder of these Terms will remain valid and enforceable.

8.8 Third party rights. Nothing in this Agreement is intended to confer any rights or remedies on anyone other than the parties to the Agreement and their respective successors, representatives and assigns. The provisions of this Agreement shall not entitle any person not a signatory to this Agreement to any rights as a third-party beneficiary, or otherwise, it being the specific intention of the parties hereto to preclude any and all-non-signatory parties from any such third party beneficiary rights, or any other rights whatsoever, including any rights of enforcement of the Terms under the Contracts (Rights of Third Parties) Act 1999.

8.9 Dispute resolution.

a. Arbitration. Except for disputes regarding non-payment of Fees, if a dispute arises that cannot be resolved within 30 days, then We and You will attempt to settle the dispute through mediation under the International Chamber of Commerce's Commercial Mediation Procedures within 90 days. If the dispute remains unresolved, We and You will settle it via arbitration by the International Chamber of Commerce under its Commercial Arbitration Rules. If possible, the mediation or arbitration shall be conducted remotely, in English, by a single arbitrator, using secure video conferencing. Any arbitration or mediation shall be confidential. Either You or We will have the right to injunctive or equitable relief, pending a final decision by the arbitrator.
b. Unpaid Fees. All disputes regarding any Fees owed to Remote may be brought against You in the country listed on Your account, any country in which You are legally registered, or the courts of England and Wales. Remote will be entitled to reasonable attorneys' fees and costs in the event a court of competent jurisdiction determines that You owe Fees to Remote. We may use a collections or similar agency to obtain any unpaid Fees.

8.10 Governing law. Disputes for Unpaid Fees brought in the United States of America are governed by the laws of the State of California and shall be brought exclusively in the state or federal courts of San Francisco, California, without regard to conflict of law principles. All other disputes under these Terms are governed by the laws of England and Wales.

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Employment Services

Employment Services. Through Our Employment Services, We, as the **Employer**, engage and employ individuals to provide You services (**Employees**).

1.1 Our obligations. We will perform the following Employer obligations to industry standards:

- confirming that an Employee has the right to work in the relevant jurisdiction,
- managing payroll and benefits (including paying Employees' salaries, applicable taxes, and withholdings),
- hiring and onboarding onto the Platform,
- managing absences and time off requests,
- managing disciplinary issues, and
- terminating Employees.

Employer tax or other obligations relating to any equity, token, option, or similar grant may be handled by Remote at our discretion, subject to timely notification of taxable events by You, provision of all required documents and information by You, and applicable laws.

1.2 Your obligations. You agree to:

- provide Us accurate information to allow Us to provide You Employment Services (including, but not limited to, paid time off, holiday balances, hours worked, overtime, sick leave and any additional information necessary for Us to properly classify Employees in accordance with applicable laws),
- ensure that Employees have the professional licenses, credentials, and qualifications required to provide You services,
- ensure that Employees' working environments meet applicable occupational health and safety requirements, and
- not enter into any agreement with an Employee that is in breach of these Terms or may place Us in breach of these Terms.

Any payments required to be made by Us to the Employee (including, but not limited to, paid time off or overtime balances) are based on the documents and information available to Us and applicable laws.

1.3 Employment Agreements. Employment Agreements will be based on local law and may include Your additional specifications for the services provided. We also require Employees to:

- follow any codes of conduct or similar policies Remote or You may provide (subject to the Employment Agreement and applicable law),
- keep Your information confidential (You may ask Employees to sign a confidentiality agreement with You in addition to the confidentiality provisions contained in Our Employment Agreements),
- comply with applicable laws while providing their services to You, and

- agree to intellectual property terms to facilitate the transfer of intellectual property from the Employee to You.

1.4 Terminating or Changing Employment Services. You acknowledge that We, as the Employer, will implement any changes to Employment Agreements or Employment Services and take any administrative actions concerning Employees (such as terminating Employees) at Our sole discretion. If You want to request changes or actions related to the provision of services, You must notify Remote in advance via the Platform and provide Us with the relevant information We may require. We will implement and inform Employees of any such changes or actions (as limited by these Terms, Remote's business model in a jurisdiction, and Our position as Employer); You may not inform Employees without Remote's prior consent.

1.5 Employment Claims. As the Employer, We will conduct the defence and settlement of any claims, actions, lawsuits, concerns, allegations, grievances, inspections, investigations, or regulatory matters against Us in connection with Employment Services (**Employment Claims**). We will take reasonable steps to consult with You and agree with You on any defence, response, settlement, or compromise (Your agreement not to be unreasonably withheld, delayed, or conditioned). In the event of any withholding, delay, unreasonable conditional approval, immediate Termination under these Terms, or breach of these Terms, We will have the right to defend or settle any Employment Claims without Your consultation or agreement. In all cases, You will cooperate and provide all information We reasonably request to conduct the defence and/or settlement of Employment Claims and We will have the right to charge You any applicable Employment Fees.

1.6 Employment Fees. Fees payable by You for Employment Services will include:

- Our **Management Fee**, the flat monthly Service Fee charged per Employee,
- all salaries, bonuses, incentives, taxes, levies, benefits (such as disability, sick leave, life insurance, pension, severance, and paid time off), along with any other costs paid in connection with Employment Services, and
- any applicable discounts.

Where applicable, Employment Fees may also include:

- expenses incurred by Employees and approved by You via the Platform or in writing (such as travel, food allowances, and equipment reimbursements),
- all costs and expenses, including losses, damages, fines, penalties, settlements, and reasonable legal fees, incurred in connection with Employment Services (including any costs or expenses related to Employment Claims), except to the extent such costs or expenses are solely due to Our violation of these Terms,
- applicable indirect taxes You are responsible for paying (such as VAT, GST, consumption tax, stamp tax, or sales tax), and
- any other fees, costs, or charges agreed to by You (including, but not limited to, fees for visa or other applications, translations, and intellectual property letters, forms, or registrations).

Remote will inform You if changes in local law, collective agreement, or regulations change the amount of these fees.

1.7 Invoicing. You will be invoiced for Employment Fees (such as Management Fee, salary, taxes, and benefits) in the month preceding the date(s) when an Employee is paid. After an Employee is paid, You will receive either (a) an invoice that includes a charge for any Employment Fees not included in the original invoice; or (b) a credit note that will be applied to a subsequent invoice.

Intellectual Property

2.1 Your Intellectual Property. Each Remote Affiliate providing You with Employment Services hereby immediately transfer and assign to You absolutely, with full title guarantee, all Intellectual Property Rights in any Works to the extent permitted by law. Each such Affiliate hereby waives, and shall cause each Employee to waive, all moral rights in any Work to the extent permitted by law.

Works means ALL works or materials created or developed by Employees selected by You that are owned by (or transferred, conveyed, or licensed to) Remote under Remote's corresponding Employment Agreements or any other agreement (**Works**).

2.2 Further Assurances. Remote (together with any Remote Affiliate providing You with Employment Services) will take all action and execute all documents as You may reasonably request to confirm and effectuate the transfer and assignment of the Intellectual Property Rights in any Works in accordance with this section. In addition, to the extent permitted by applicable law, Remote will, at Your request and sole cost and expense, but without additional compensation, execute all applications, specifications, oaths, assignments, and other instruments and perform such other acts necessary in order to apply for and obtain these Intellectual Property Rights in any Works. Remote's obligation to provide assistance will continue after the termination or expiration of this Terms. Remote will not register or apply for, in its name or any third party's name, any Intellectual Property Rights (in any country) related to the Works.

2.3 Background IP. To the extent that any Work is based on, incorporates, or is an improvement or derivative of any Background IP, each Remote Affiliate providing You with Employment Services hereby transfers to You, to the maximum extent permitted by law, any right or interest that it has or may have in or to such Background IP.

Background IP means any Intellectual Property Rights owned by any party other than a Remote Affiliate.

LIABILITY

3.1 **Limitation of Liability. Indemnities for Employment Services are not subject to the General Cap or the Super Cap.**

3.2 **Exclusions. We will also not be liable to You for claims, losses, penalties, damages or negative consequences that result from or are caused by (in whole or in part) an authoritative governmental body determining, despite these Terms, that an Employee is employed by You.**

Termination

4.1 Termination. Notice of termination will result in Remote terminating - as part of Our rights and responsibilities as Employer - all Employment Agreements in accordance with these Terms.

Contractor Management Services

Contractor Management Services. Our Contractor Management Services allow You to onboard and pay invoices for individuals You directly engage to provide You services (**Contractors**).

1.1 Our obligations. We will:

- onboard Your Contractors and carry out an identity verification,
- allow You to upload Your own agreement or execute one of Our local agreements with Your Contractors through the Platform, and
- process Your payments to Contractors.

1.2 Your obligations. You are responsible for:

- ensuring that a Contractor's information on the Platform is accurate,
- ensuring that a Contractor has the right to work in their jurisdiction,
- selecting and executing the contract between You and Your Contractors,
- reviewing and approving any invoices,
- any applicable direct or indirect taxes (such as levies, withholdings, deductions) or costs and fees, and
- handling all problems arising from an invoice or contract directly with the Contractor.

1.3 Acknowledgement. Contractors are not employees or contractors of Remote. We are not a party to any agreements between You and Your Contractors, and You agree not to inform or allow Contractors to believe otherwise. The performance of Contractors under any agreements, and any disputes or claims arising from any agreements, are solely Your responsibility.

1.4 Contractor Management Fees. Fees payable by You for Contractor Management Services will include:

- a monthly Service Fee charged for each Contractor (**Contractor Management Subscription Fee**),
- any Contractor invoices approved by You on the Platform (compiled in a **Transaction Receipt**), and

- any other fees charged in connection with Contractor Management Services.

You will be invoiced a Contractor Management Subscription Fee for any month in which a Contractor has: (a) signed a contract; (b) submitted an invoice; or (c) received a payment for an invoice. Invoices will be issued in the beginning of the following month.

Contractor Management Plus Services

Contractor Management Plus Services. Our Contractor Management Plus Services allow You to contract with and pay Contractors from around the world using Our Platform and Contractor Services Agreement (**CSA**), which includes standard **Terms and Conditions** tailored for each Contractor's jurisdiction and a **Statement of Work**. For these terms, Contractors shall mean only those Contractors for which You purchased Contractor Management Plus Services on the Platform. In addition to the terms for **Contractor Management Services**, the following terms shall apply when You purchase Contractor Management Plus, and take precedence over the terms for Contractor Management Services only where they conflict.

Warranty

1.1 Our Service Warranty. We warrant that We will:

- provide You with a CSA to use with each Contractor that is in compliance with applicable laws governing worker classification, and
- update the CSA (via amendment, new Terms and Conditions, or a new Statement of Work) as necessary to comply with applicable worker classification laws.

1.2 Your Warranty. You warrant that You will:

- execute Our jurisdiction specific CSA with each Contractor,
- execute any updates to the Statement of Work (as needed to accurately reflect the services between You and a Contractor), and
- execute any updates to the CSA (as provided by Remote) with Your Contractors to maintain compliance with applicable laws or regulations.

You warrant that You will NOT:

- sign any other service agreement with a Contractor other than the CSA,
- amend or modify the CSA except as explicitly approved by Us on the Platform or in writing,
- exercise control over the manner or method by which a Contractor provides the services and deliverables, including, but not limited to:
    - whether the Contractor uses third parties to provide the services and deliverables (subject to the CSA), and
    - the work schedule, hours, or total amount of any working time.

- prevent the Contractor from being engaged, concerned, or having any financial interest in any capacity in any other business or occupation during the term of the CSA (on the condition that, absent Your consent, such activities do not cause a breach of or interfere with the Contractor's obligations under the CSA),
- hold out a Contractor as an employee of Your business, including, but not limited to:
    - providing a Contractor benefits, such as health insurance, time off, allowances towards healthcare or pensions, or remuneration for professional liability or other insurances,
    - authorising a Contractor to supervise Your employees,
    - authorising a Contractor to incur any costs or expenses in Your name,
    - authorising a Contractor to bind You to any agreement, contract, or obligation other than those defined in the CSA,
    - failing to delineate a Contractor from employees in organisational charts, job catalogues, directories, emails, policies, and similar communication tools,
    - disciplining Contractors, putting them on performance improvement plans, or evaluating Contractors under the same review standards or processes applicable to employees, and
    - applying employee compensation rules or systems or the same pay rate (for similar services) to Contractors as You do to Your employees.

1.3 Contractors under Contractor Management Plus terms. Contractors are not employees or contractors of Remote. We are not a party to the CSA between You and Your Contractors, and You agree not to hold out or inform Contractors otherwise. The performance of Contractors under the CSA, and any disputes or claims arising from the CSA or the actions of You or Your Contractors (with the exception of those covered under Indemnities and Liability below), are solely Your responsibility.

Fees and Payment terms

2.1 Contractor Management Plus Fees. **Fees** payable by You for Contractor Management Plus Services will include:

- Our **Contractor Management Plus Subscription Fee**, the flat monthly Service Fee charged for each of Your Contractors (**Contractor Management Plus Subscription Fee**),
- any Contractor invoices approved by You on the Platform (compiled in a **Transaction Receipt**), and
- any other fees charged in connection with Contractor Management Plus Services.

2.2 Invoices. You will be invoiced a Contractor Management Plus Subscription Fee at the beginning of every month. Payment for Invoices is due within 14 days of receipt.

Indemnities

3.1 Our indemnities. In addition to Our indemnities under the General Terms, We will indemnify, defend, and hold harmless You and Your employees, agents, directors, officers, and representatives for civil losses if a third party of competent legal authority classifies a Contractor as Your employee (**Misclassification),** including all losses, damages, liabilities, costs, taxes, fines, penalties, and reasonable legal fees, to the extent they are due to:

- a breach of Our Service Warranty under these Contractor Management Plus terms.

3.2 Your indemnities. In addition to Your indemnities under the General Terms, You will indemnify, defend, and hold harmless Us and Our employees, agents, directors, officers, and representatives against any third party claims, including all losses, damages, liabilities, costs, taxes, fines, penalties, and reasonable legal fees, to the extent they are due to:

- a breach of Your Warranty under these Contractor Management Plus terms.

LIABILITY

4.1 **Exclusions. We will not be liable to You for Misclassification that results from:**

- **Your breach of Your warranty,**
- **any subcontractors or third parties,**
- **a Contractor's economic reliance on You,**
- **incidents, injuries, or actions that arose prior to purchasing Contractor Management Plus Services,**
- **incidents, injuries, or actions that arise during a period in which You have failed to make payment to the Contractor for services rendered in accordance with the CSA,**
- **incidents, injuries, or actions that arise during a period in which You owe or owed Late Fees for Contractor Management Plus Services (Misclassification coverage will only resume upon payment of all Late Fees),**
- **incidents, injuries, or actions that occur following Termination of Contractor Management Plus Services,**
- **changes to laws or regulations made after Contractor Management Plus Services have been terminated for a particular Contractor.**

4.2 **Limitation on Liability. Liability for Misclassification (including all losses, damages, liabilities, costs, taxes, fines, penalties, and reasonable legal fees) is limited to:**

a. **A maximum aggregate of $100,000 per Contractor over the entire Term, and**
b. **Up to $1,000,000 total over the entire Term, where that total represents any indemnities claimed by You.**

Term and termination

5.1 Termination. You or We may terminate Contractor Management Plus Services for a particular Contractor at any time. Contractor Management Plus Services will terminate at the

end of the month following the month in which You or We provide notice. Upon termination, the standard Contractor Management Subscription Fee will apply to these Contractor(s).

Contractor of Record

Contractor of Record. For Contractor of Record services (**COR**), You are contracting with Remote to provide You with specific services and deliverables specified on the Platform (**Services and Deliverables**). As part of COR, Remote may engage with one or more **Subcontractors** to complete the Services and Deliverables via a Contractor Services Agreement (**CSA**), which includes standard terms and conditions and a statement of work. The following additional terms will apply when you purchase COR:

Relationship and Control

1.1 Independent Contractor. The relationship between You, Remote, and its Subcontractors shall be that of independent contractors as detailed in the **General Terms**.

1.2 Our responsibilities.

- provide a worker classification assessment - based on the information You enter in the Platform - of Your potential engagement with a Subcontractor, and
- handle administrative actions involving Subcontractors, including onboarding, issuing stop work orders (if necessary), updates to the statement of work, and terminating the services of any Subcontractors.

1.3 Your responsibilities. While utilising COR You will NOT treat Remote or any of its Subcontractors as an agent or employee of Your business, including, but not limited to:

- providing a Subcontractor benefits, such as health insurance,time off, or remuneration for professional liability or other insurances,
- authorising a Subcontractor to supervise Your employees,
    - supervision includes activities such as hiring, firing, or disciplining employees, directing or overseeing their day-to-day activities, providing company training, and managing work scheduling,
- authorising a Subcontractor to incur any costs or expenses in Your name,
    - this includes binding You to financial obligations, using Your credit cards or payment systems for expenses, negotiating rates or approving reimbursements, overseeing budgets, or having decision making in allocating Your resources,
- authorising a Subcontractor to bind You to any agreement, contract, or obligation,
    - this includes a Subcontractor finalizing agreements in Your name, acting as Your agent, or having authority to legally or financially commit You to contracts,
- failing to differentiate a Subcontractor from employees in organizational charts, job catalogues, directories, emails, policies, and similar communication tools,
    - this includes providing an email address similar to those of employees or applying employee policies to Subcontractors,

- disciplining Subcontractors, putting them on performance improvement plans, or evaluating Subcontractors under the same review standards or processes applicable to employees, and
- applying employee compensation rules or systems or the same pay rate (for the same or similar services) to the Services and Deliverables as is applied to Your employees performing similar services located..

You shall also not exercise control over the manner or method by which Remote or any of its Subcontractors perform the Services and Deliverables, including:

- whether Remote or its Subcontractors use third parties to provide the Services and Deliverables (subject to the CSA),
- the tools or other instrumentalities used by Subcontractors to perform the work involved (except when necessary to ensure adequate security, safety, or legal compliance),
- terminating any Subcontractors (You may not inform Subcontractors of termination without Remote's prior consent),
- the work schedule, hours, or total amount of any working time, and
- preventing Subcontractors from being engaged, concerned, or having any financial interest in any capacity in any other business or occupation during the term of the CSA (on the condition that, absent consent, such activities do not cause a breach of or interfere with the Subcontractor's obligations under the CSA).

You may not engage any Subcontractors under COR that you have previously engaged as an employee (whether through Remote, a third-party, or otherwise).

1.4 Remote (and its Subcontractors) provide the Services and Deliverables "as is" without warranties of any kind.

Obligations

2.1 Our obligations. We will:

- administer and pay Subcontractors as necessary to provide You the Services and Deliverables pursuant to a jurisdiction specific CSA (which includes standard terms and conditions and a statement of work), and
- facilitate the transfer - via the CSA and these Terms - of the relevant Intellectual Property Rights and Work Products (defined below) from Subcontractors to You.

2.2 Your obligations. You will:

- cooperate and promptly provide Us with true, accurate, and complete information and documents to allow Us to provide You COR services,
    - including updating Remote if your working relationship with a Subcontractor changes (Remote has discretion to adjust or terminate the Services we provide to ensure compliance),
- review, approve, and pay any invoices for Subcontractor services,

- ensure that Subcontractors have and maintain the professional licenses, credentials, qualifications, and applicable registrations necessary to provide You services, and
- not enter into any agreement with a Subcontractor that is in breach of these Terms or may place Us in breach of these Terms.

Intellectual Property

3.1 Your Intellectual Property. **Each Remote Affiliate providing You with COR** hereby assigns to You absolutely, with full title guarantee, all current and future Work Products together with all Intellectual Property Rights therein, in each case to the fullest extent permitted by law. Each such Remote Affiliate hereby waives, and shall cause each Subcontractor to waive, all moral rights in any Work Products to the extent permitted by law. For the purposes of this clause, You or Your shall mean the legal entity listed on your account that receives the Services and Deliverables from the relevant Subcontractor.

Work Products: all records, reports, documents, papers, drawings, transparencies, photos, graphics, logos, typographical arrangements, data, software, algorithms, improvements, works of authorship, and all other materials in whatever form, including but not limited to hard copy and electronic form, devised, developed or created by any Subcontractor in connection with the provisions of the Services and Deliverables.

3.2 Further Assurance. Remote (together with any Remote Affiliate providing You with COR will take all action and execute all documents as You may reasonably request to confirm and effectuate the transfer and assignment of the Intellectual Property Rights in any Work Products in accordance with this section. In addition, to the extent permitted by applicable law, Remote will, at Your request and sole cost and expense, but without additional compensation, execute all applications, specifications, oaths, assignments, and other instruments and perform such other acts reasonably necessary in order to apply for and obtain these Intellectual Property Rights in any Work Products. Remote's obligation to provide assistance will continue after the termination or expiration of this Terms. Remote will not register or apply for, in its name or any third party's name, any Intellectual Property Rights (in any country) related to the Works.

3.3 Background IP. To the extent that any Work Product is based on, incorporates, or is an improvement or derivative of any Background IP, each Remote Affiliate providing You with Contractor of Record Services hereby transfers to You, to the maximum extent permitted by law, any right or interest that it has or may have in or to such Background IP.

Background IP means any Intellectual Property Rights owned by any party other than a Remote Affiliate.

3.4 Liability for Intellectual Property Rights. Except as expressly set out in this section, You acknowledge and agree that We shall have no liability to You in respect of any Work Products (or any Intellectual Property Rights therein), including in relation to any claims for infringement or breach of third party rights (including Intellectual Property Rights). If You enter into separate terms with any Subcontractor governing the transfer of any Work Products or Intellectual

Property Rights, or the respective liability of You and the Subcontractor in connection with any Work Products or the Intellectual Property Rights, You acknowledge and agree that Remote is not responsible for any such terms and is not (and shall not be) a party to them.

Fees and Payment terms

4.1 Fees. **Fees** payable by You for COR will include:

- Subcontractor fees for the Services and Deliverables provided to You,
- Our **Contractor of Record Fee**, equal to the greater of:
    - 15% of Subcontractor fees (exclusive of VAT) for the Services and Deliverables (for purposes of COR, this will be defined as the Service Fee), or
    - the flat monthly Service Fee charged for each Subcontractor (as specified on the Platform).

Where applicable, Fees for COR may also include:

- expenses incurred by Subcontractors and approved by You via the Platform,
- all costs and expenses, including losses, damages, fines, penalties, settlements, and reasonable legal fees, incurred in connection with COR services,
- indirect taxes You are responsible for paying (such as VAT, GST, consumption tax, stamp tax, or sales tax), and
- any other fees charged in connection with Contractor of Record services.

VAT or similar indirect taxes that must be paid to Subcontractors **that are not deductible by Remote will be included in Fees for COR. Subcontractors are responsible for paying any applicable income, corporate, or similar taxes.

4.2 Invoices. Invoices for Subcontractor fees are due and payable within 14 days of Us submitting the Invoice to You for approval.

Failure to approve and/or pay an Invoice within 14 days of submission may result in Remote issuing a stop work order (**Stop Work Order**) at its discretion to any Subcontractors, directing them to immediately cease providing the Services and Deliverables and invoice for any accrued, but not yet invoiced fees.

LIABILITY

5.1 **Exclusions. We will also not be liable to You for claims, losses, penalties, damages or negative consequences that result from or are caused by (in whole or in part):**

- **any inaccurate information provided by You as part of the worker classification assessment,**
- **the conduct of any third parties that are not Subcontractors,**
- **a Subcontractor's economic reliance on the fees charged for providing the Services and Deliverables,**

- **incidents, injuries, or actions that occurred prior to purchasing COR ,**
- **incidents, injuries, or actions that occur during a period in which You owe or owed Late Fees,**
- **incidents, injuries, or actions that occur following termination of COR, a Stop Work Order, or the relevant CSA for a particular Subcontractor, and**
- **changes to laws or regulations made following termination of COR or the relevant statement of work for a particular Subcontractor.**

5.2 **Limitation of Liability. Indemnities for COR services are not subject to the General Cap or the Super Cap.**

Term and termination

6.1 Termination. You or We may terminate COR services or the services of a particular Subcontractor at any time by providing notice in writing or via the Platform. COR will terminate at the end of the month following the month in which You or We provide written notice.

Notice of termination will result in Remote terminating the relevant CSAs or statement of works thereunder in accordance with these Terms.

Payroll Services

Payroll Services. Through Our Payroll Services, Remote facilitates the processing of Your employees' payroll (**Payroll Employees**).

Obligations

1.1 Our obligations. We will:

- onboard Payroll Employees for payroll processing,
- facilitate payroll and payroll tax transactions upon submission and approval by You of payroll information for all payroll cycles,
- calculate employee payroll and its associated liabilities (including, but not limited to, taxes withheld, expenses, and other payroll related costs),
- where statutory payments through Remote are enabled by You, Remote initiates such payments on Your behalf,
- process Payroll Employees' time off requests and expenses,
- generate and transmit payslips to Payroll Employees,
- as applicable, generate a bank file for payments or process your payments to Payroll Employees, and
- provide additional adhoc services requested by You at Remote's discretion, where such services fall within Our suite of offerings.

1.2 Your obligations. You agree to:

- submit timely accurate and complete information required by Us to provide Payroll Services (including, but not limited to, payroll and bank account information, employee details, required powers of attorney),
- accurately classify employees (including, but not limited to exempt or non exempt, full time or part time workers) where applicable,
- ensure You complete any payroll returns to tax agencies that were due for payroll tax liabilities incurred prior to using Payroll Services,
- at all times (including prior to approving a payroll run) ensure that there are sufficient funds in Your bank account to satisfy all of Your third party payment obligations,
- cancel any other payroll services of professional employee organizations or companies providing payroll-related services for Payroll Employees (cancellation must be prior to any official payroll run by Us), and
- review, approve and finalise payroll information generated by Us.

1.3 Acknowledgement. You acknowledge that (i) We are not acting in a fiduciary capacity for You; (ii) using the Platform does not relieve You of Your obligations under applicable laws or regulations to retain records relating to payroll-related data; and (iii) any information that We provide is for informational purposes only and is not tax, accounting, or legal advice; and (iv) Remote does not assume liability for any misclassification of Payroll Employees by You, and (v) Remote's role in processing statutory payments, if enabled, is solely as Your authorized agent to facilitate payment transactions on Your behalf and does not transfer legal responsibility for compliance, accuracy, or timeliness of statutory payments, which remain Your sole responsibility.

Fees

2.1 Payroll Fees. Fees payable by You for Payroll Services will include:

- Our **Implementation Fee,** the flat one-time fee (exclusive of VAT) charged per entity We on-board for You.
- Our **Payroll Fee**, the flat monthly Service Fee charged per Payroll Employee,
- any fees associated with year end close activities (such as mandatory annual reports),
- any and all ad hoc services provided by Us upon request by You, including, but not limited to, off-cycle payroll runs, and off-boarding Payroll Employees. All ad hoc services will commence upon Your approval of costs, and
- all costs and expenses, including losses, damages, fines, penalties, settlements, and reasonable legal fees, incurred in connection with Payroll services.

Indemnities

3.1 Your Indemnity. In addition to Your Indemnities under the General Terms, You will indemnify, defend, and hold harmless Us and Our employees, agents, directors, officers, and representatives against any third party claims, including all losses, damages, liabilities, costs, taxes, fines, penalties, and reasonable legal fees, to the extent they are due to:

- any payroll setup, calculations, payments, or taxes withheld prior to the commencement of Our Payroll Services
- any errors, delays, or penalties arising from statutory payments processed by Us on Your behalf, to the extent such issues result from inaccurate, incomplete, or delayed information or approvals provided by You, or from legal obligations that remain Yours as the employer.

Termination

4.1 Termination. You or We may terminate these Payroll Services at any time, by providing at least 90 days prior written notice.

Payroll Service Level Agreement

If You use Payroll Services, the following Payroll Service Level Agreement (**Payroll SLA**) applies to You. The Payroll SLA sets forth the operational performance standards, response times, and service quality metrics Remote commits to when delivering Payroll Services.

Definitions

For the purposes of this Payroll SLA, the following definitions shall apply:

- **Business Day** means any day other than a Saturday, Sunday, or statutory public holiday in the jurisdiction where the payroll services are being provided.

- **Complex Requests** means a request that requires extensive analysis, cross-functional input, third-party liaison, or coordination across multiple jurisdictions, and which by its nature cannot be resolved through standard processing or within typical resolution timelines.

- **Cut-off Date** means, in respect of each payroll period, the date specified in the Payroll Calendar by which You must provide to Remote all information, documentation and authorisations required by Remote for the processing of the relevant payroll.

- **Employee** means any individual employed by You for whom Remote provides payroll or statutory processing services.

- **Final Payment Files** means the payroll output provided by Remote after final calculation, detailing net pay, tax withholdings, and employer liabilities, for Your review and funding in accordance with local regulations.

- **Gross to Net Calculations** means the calculation of an Employee's remuneration from gross earnings to net pay, including all statutory and contractual deductions required under applicable law and the employment agreement in the relevant jurisdiction.

- **Payroll Calendar** means the mutually agreed schedule between Remote and You that sets out, for each payroll cycle, the relevant cut-off dates, approval deadlines, and any other timeframes necessary for the timely processing, funding, and disbursement of Employee pay in accordance with applicable local requirements.

- **Resolution Times** means the period between the receipt by Remote of a query and the provision of a substantive, clear, and accurate response that either resolves the query or provides a definitive path to resolution.

- **Service Credit** means a financial credit applied by Remote against the Your monthly Service fees, calculated in accordance with Section 3 (Service Level Failure and Remedies) of this Payroll SLA.

- **Service Metric** means a performance standard set in this Payroll SLA against which Remote's delivery of the Payroll Services is measured.

- **Severity Level** means the following classification by Remote of issues or queries based on their urgency, business impact, and compliance risk:

    - **Severity 1:** means issues that: (i) impact Employee net pay or statutory payments; or (ii) pose legal or regulatory risk to Remote or You, including payroll errors, non-payment, and tax remittance failures.
    - **Severity 2:** Issues affecting payroll input data or configuration that can still be resolved in a given payroll cycle, but do not involve pay-impacting errors.
    - **Severity 3:** Administrative or informational requests that do not impact payroll processing or compliance timelines.
- **Tax Withholding** means the process by which Remote, as part of its payroll services, deducts applicable statutory withholdings and other fees, taxes, duties, or levies, such as income taxes, social security contributions from an Employee's gross pay in accordance with the prevailing laws and regulations of the jurisdiction in which the Employee is employed.

1. Service Level Agreement Overview

This Payroll SLA sets forth the operational performance standards, response times, and service quality metrics that Remote commits to in the delivery of Payroll Services. It is intended to ensure transparency, reinforce mutual accountability, and define the remedies available in the event of a failure to meet the agreed service levels.

2. Service Expectations, Goals and Metrics

The service expectations are the responsibilities of Remote in the ongoing support of this Payroll SLA. These service expectations are meant to monitor the more critical elements of the

services provided and are not meant to reflect the comprehensive services offered by Remote. The productivity indicators reflected below are not listed in any order of priority.

2.1. Query Management and Issue Resolution

- **Acknowledgement:** Remote will acknowledge receipt of Your inquiry via email and provide solution or feedback within one (1) Business Day.

- **Complex Requests:** For complex requests, Remote will continuously provide updates on a regular basis to You and aim to resolve this as soon as practicably possible, depending on the severity level outlined below in 2.1.1.

- **Calls with You:** Remote may attend calls, as reasonably necessary, with You to learn from issues that were encountered during payroll processing and align with You on improvements moving forward.

2.1.1. Severity Level and Description of Queries & Issues

Severity Level	General Description of Queries & Issues
Severity 1 (Critical)	• Impacts employee net payroll and statutory payments (including termination simulations, final payslips, overpayment, underpayment, late or no payment) or • Impacts payroll compliance obligations that can result in financial penalties.
Severity 2	• Updates, requests, inputs of employee and payroll data that can still be processed in the input file for next available payroll cycles or • Queries not resulting from inaccuracy or delay of payroll
Severity 3	• Administrative tasks not requiring immediate action or adjustments, and • Are not driven by any regulatory due dates and obligations

2.1.2. Acknowledgement Response/Resolution Times Goals by Severity Level

Severity Level	Service Metrics	Acknowledgement Response Time	Goals	Resolution Time	Goals

Severity 1 (Critical)	Timeliness: Emails shall be monitored by Remote; and feedback from Your key contacts shall be consolidated	< one (1) Business day from receipt of query from You	99.5 %	< 1 Business day from receipt of query from You	>97 %
Severity 2	Timeliness: Emails shall be monitored by Remote; and feedback from Your key contacts shall be consolidated	< two (2) Business days from receipt of query from You	95%	< 3 Business days from receipt of query from You	>95 %
Severity 3	Timeliness: Emails shall be monitored by Remote; and feedback from Your key contacts shall be consolidated	< two (2) Business days from receipt of query from You	95%	< 5 Business days from receipt of query from You	>95 %

2.2. Payroll Payments to Employees

- **Process Payroll:** Remote will process regular payroll cycles and employee data changes submitted via the payroll input file, time-off tracker, or other required documentation, provided these are received by Remote in a timely manner.

- As when applicable in a country, off-cycle payrolls are necessary in order to release mandatory termination pay, first payroll of new hires, and/or other payments that didn't make the on-cycle payroll. An additional fee may be incurred should this be requested during an off cycle payroll run as detailed in the Payroll Calendar. In addition, final payslip during termination simulation shall be provided only upon request.

- **Payroll Calendar:** Payroll payments shall be subject to the Payroll Calendar and its processing schedule. The calendar shall be provided separately considering both the Customer's needs and constraints, and agreed to by both Remote and You.

- **Gross to Net Calculations:** Remote will calculate and ensure the completeness and accuracy of the gross to net payroll payments consolidated in a payroll output file by the agreed cutoff date/s per payroll run. Remote will endeavor to make necessary corrections during payroll runs until approval is obtained from You. Remote cannot guarantee should there be any error on the input by You, this will meet the payroll run.

- **Tax Withholding:** Remote shall apply tax withholding and statutory contributions rates based on prevailing regulations in the country.

- **Final Payment Files:** Remote shall provide final employee payment files for review and approval. The said files will be provided to You for funding banking deposit and tax liability purposes, based on country regulations.

2.3. Tax and Social Security Payments to Government Authorities - Subject to local law

This section applies to countries where Remote does not currently provide direct tax remittance services due to local compliance regulations or legal certification requirements. In such jurisdictions, You retain responsibility for remitting taxes and social security contributions to the relevant authorities.

- **Tax Withholding:** Remote shall apply tax withholding and statutory contributions rates based on prevailing regulations in the country.

- **Customer Responsibility:** You will timely remit the due employee and employer taxes and social security payments to the government authorities, then send confirmation to Remote once completed. The due dates can be monthly, quarterly or annually depending on regulatory rulings.

- **Error Monitoring:** You will monitor bank rejections or any kind of errors within the remittance process. You will immediately notify Remote and re-process such payments.

- **Penalty Notification:** If there are penalties as a result of delayed remittance, You must also inform Remote immediately in order to prepare funding and any needed mitigations.

Remote Requirements	Service Metrics	Goals

Remote will provide payment files to the You by the agreed cutoff date and time per payroll calendar You shall provide accurate and complete input data in the agreed format and submitted by the agreed cut off date/s per payroll calendar Payroll output files approved by Remote by the agreed cut off date/s per payroll calendar	Timeliness: Total number of employees whose taxes & social security contributions are remitted to the authorities' bank accounts by the regulatory due dates per payroll calendar / Total number of employees with tax & social security amounts per approved output files for on-cycle & off-cycle runs, within the payroll month period	100%
Remote will provide payment files to You by the agreed cutoff date and time per payroll calendar You shall provide accurate and complete input data in the agreed format and submitted by the agreed cut off date/s per payroll calendar Payroll output files approved by Remote by the agreed cut off date/s per payroll calendar	Accuracy: Total number of employees without errors discovered after tax & social security remittances have been made / Total number of employees with tax & social security amounts per approved output files for on-cycle & off-cycle runs, within the payroll month period Note: errors in employee statutory amounts shall also be considered pay-impacting errors. These errors affect employer costs for You and may result in accumulating penalties due to inaccuracies.	>95%

2.4. Tax and Social Security Filings and Other Payroll Statutory Compliance - Subject to local law

This section applies to countries where Remote does not currently provide direct statutory filing services due to local compliance regulations or legal certification requirements. In such jurisdictions, You retain responsibility for filing statutory returns and documents with the relevant authorities.

- **Your Responsibility:** You will file monthly/quarterly/annually the necessary tax, social security and other statutory returns or documents to the government authorities then send confirmation to Remote once completed.

- **Remote Responsibility:** Remote will issue tax certificates/statements/returns for the employees then send to You to distribute to employees via the Remote platform.

- **Remote Responsibility:** Remote will complete employee declarations/registrations of new hires and de-registration tasks of terminated employees, within government authorities as when needed.

Remote Requirements	Service Metrics	Goals
Accurate and complete input data in agreed format and submitted by You to Remote by the agreed cut off date/s per payroll calendar Payroll output files approved by You by the agreed cut off date/s per payroll calendar	Timeliness: Total number of employees with statutory filings completed by the regulatory due dates per payroll calendar / Total number of employees with required statutory filings, within the payroll month period	100%
Accurate and complete input data in agreed format and submitted by You to Remote by the agreed cut off date/s per payroll calendar Payroll output files approved by You by the agreed cut off date/s per payroll calendar	Accuracy & Completeness: Total number of employees without errors discovered after statutory filings have been made / Total number of employees with required statutory filings, within the payroll month period Note: errors in employee statutory amounts shall also be considered pay-impacting errors. These errors affect employer costs for You and may result in accumulating penalties due to inaccuracies.	>99%

2.5. Payslips Production

- **Payslips:** Remote shall make payslips available via the Remote platform for Your distribution to Employees.

Remote Service Requirements	Service Metrics	Goals
Accurate and complete input data in agreed format and submitted by You to Remote, by the agreed cut off date/s per payroll calendar Payroll output files approved by You, by the agreed cut off date/s per payroll calendar	Timeliness: Total number of employees whose final payslip files are provided by Remote by the agreed receipt date per payroll calendar / Total number of employees processed in the approved output files for on-cycle & off-cycle runs, within the payroll month period	>99%
Accurate and complete input data in agreed format and submitted by You to Remote, by the agreed cut off date/s per payroll calendar Payroll output files approved by You, by the agreed cut off date/s per payroll calendar	Accuracy & Completeness: Total number of employees without errors discovered after payslips have been distributed / Total number of employees processed in the approved output files for on-cycle & off-cycle runs, within the payroll month period Note: errors and misses in payslips which would require amendment and rework	>95%

3. Service Level Failure and Remedies

3.1. Service Level Failure

Remote's failure to meet any Service Metric in Section 2 constitutes a Service Level Failure, subject to the exclusions in Section 3.4. Following a Service Level Failure, You shall be entitled to a Service Credit as set forth in Section 3.2.

3.2. Service Credit Framework

The following Service Credits shall apply for the specific calendar month in which a Service Level Failure occurs:

Breach Type	Trigger	Credit (per month)
Accuracy < 99% in Section 2.2 or 2.3	One occurrence	5% of monthly payroll fee

Timeliness < 99% for Severity 1 issues	One occurrence	5% of monthly payroll fee
Tax/filing delay below Goals in Section 2.4 and that causes financial penalty	One occurrence	5% of monthly payroll fee

3.3. Repeated Service Level Failures

If Remote fails to meet the same Service Metric in any two (2) consecutive payroll cycles within a rolling six (6) month period, You shall be entitled to a Service Credit equal to ten percent (10%) of the monthly payroll service fees for the affected country or entity.

If the same Service Metric is breached in three (3) consecutive payroll cycles within the same rolling six (6) month period, the Service Credit shall increase to fifteen percent (15%) of the monthly payroll service fees for the affected country or entity.

These credits are cumulative with any other applicable Service Credits under this Payroll SLA, and shall be subject to the cap set out in Section 3.5.

3.4. Exclusions

Remote shall not be liable for Service Credits where the failure results from:

1. Your failure to provide timely or complete inputs;
2. delay caused in whole or in part by You;
3. regulatory changes implemented less than five Business Days before a payroll run; or
4. any Force Majeure Event, meaning any circumstance beyond the reasonable control of Remote or You (including acts of God, war, strike, lockout, epidemic, material unavailability, or destruction of facilities), provided that You or Remote has used commercially reasonable efforts to mitigate its effects, in which case the affected performance shall be excused without penalty and the performance period extended accordingly.

3.5. Cap on Service Credits

The maximum aggregate Service Credits payable by Remote in any 12-month period shall not exceed twenty five percent (25%) of the total annual payroll services fees under the Terms or any applicable Order Form.

3.6. Sole and Exclusive Remedy

Except in the case of willful misconduct, gross negligence, or fraud, the Service Credits set out in this Payroll SLA shall be Your sole and exclusive remedy for any claim related to a Service Level Failure.

3.7. No SLA where Customer in Breach

Remote's obligations under this Payroll SLA shall be suspended during any period in which You are in material breach of the Terms, including any failure to make timely payment of Fees.

4. Periodic Review

Remote shall review this Payroll SLA at least once per fiscal year and may amend it at its discretion.

5. Responsibilities

The following table lists the various processes and who will be responsible for them:

No.	Description	Responsible
1	Basic employee set-up (non-payroll related data) for new employees	You
2	Set-up of Payroll related data for new employees	You
3	Register new employees with appropriate authorities on Your behalf	Remote
4	Changes to salary both ad hoc and the annual review changes each year	You
5	Changes to basic employee data (non-payroll related)	You
6	Process in payroll all the changes following the country specific regulations	Remote
7	Timesheet entry for all employees required to document working time under local law	You
8	Manual pay-related adjustments including prior period adjustments	Remote (Subject to additional charge)
9	Enter Bonus, Commission or additional payments calculations and collection in a schedule	You
10	Process in payroll the Bonus, Commission or additional payments requests as per the agreed payroll calendar	Remote

11	Run Pay Runs for all active companies as per the agreed payroll schedule. Pay Runs means processing payroll, which includes calculating salaries, deductions and other employee pay related tasks.	Remote
12	Check pay reports and advise Remote of any changes required	You
13	Process terminations payments (not including off-cycle payments)	Remote
14	Process manual and off-cycle payment when reasonably required	Remote (Subject to additional charge)
15	Year-end processes such as generating and distributing W-2 forms (or the equivalent in other countries) to disburse to employees summarizing their earnings and tax withholdings (if applicable)	Remote (Subject to additional charge)
16	Bulk changes of data when reasonably required	Remote
17	Run ad hoc reports	Remote (If legally required)
18	Provide payment files so that You can disburse the employees net payments	Remote (Subject to additional charge)
19	Disburse employee net payments timely upon receipt of the payment files	You
20	Ensure compliance of payroll processing handled by Remote with local regulations	Remote

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Human Resource Information System

Human Resources Information System (HRIS). Remote's HRIS allows You to effectively and efficiently manage Service Providers via the Remote Platform.

1.1 Our obligations. We will give You access to software and services to help You manage Service Providers. This may include, but is not limited to:

- managing human resource tasks (such as time off requests, time tracking, and expense management),
- managing data, and
- facilitating onboarding and offboarding Service Providers directly engaged by You.

1.2 Electronic Signatures. HRIS may include an e-signature feature for signing documents. The feature is provided for convenience only and does not include Qualified Electronic Signatures (QES) or other legally recognized authentication measures. You are responsible for ensuring compliance with applicable laws, including electronic signature laws. Remote does not make any representations, warranties, or guarantees regarding the legal validity or enforceability of any documents executed through HRIS and assumes no liability for such documents.

1.3 Acknowledgment. Except as provided explicitly in the Terms, Service Providers are not employees or contractors of Remote, Remote is not a party to any agreements between You and these Service Providers, and You agree not to inform or allow these Service Providers to believe otherwise.

1.4 No warranty. Except as provided explicitly in the Terms, Your use of HRIS to manage Service Providers, the performance of Service Providers, and any disputes or claims arising from the same, are solely Your responsibility. Remote provides HRIS “as is” without warranties of any kind.

Fees and Payment Terms

2.1 HRIS Fees. Fees payable by You for HRIS will include:

- Our **HRIS Service Subscription Fee**, the flat monthly Service Fee charged per Service Provider, and
- any other fees charged in connection with HRIS.

Liability

3.1 **Exclusions. We will not be liable to You for claims, losses, penalties, damages or negative consequences that result from or are caused by (in whole or in part) an authoritative governmental body determining, despite these Terms, that a Service Provider is employed by You.**

Remote Recruit

Remote Recruit allows You to source, track, and gain insights into global talent.

1.1 Our Obligations. As part of this Service, We will:

Talent Sourcing with Posted Jobs

- provide access to Remote’s Recruit network through our job board,
- enable You to post job openings on the job board via the Platform,
- provide tools to monitor job posting performance, including visibility and engagement, and
- deliver data-driven candidate profiles based on job postings

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Application Tracking (ATS)

- offer You a recruitment process supported by data-driven candidate recommendations, and
- enable You to:
    - move candidates between basic recruitment stages, and
    - export resumes for review and record-keeping.

Talent Insights

- provide data-driven insights to inform and support Your hiring strategy, including:
    - talent availability: view the talent pool size by country for specific roles,
    - supply/demand data: leverage up to date data to identify market gaps and trends,
    - salary comparisons: compare salaries across locations with real-time data,
    - hiring budget: assess whether the total cost of hiring fits within Your budget, and
    - termination complexity: understand compliance requirements for employee terminations in specific jurisdictions.

1.2 Your Obligations. You will:

- be solely responsible for the content of job postings and ensuring they comply with applicable laws and do not contain any unlawful information,
- ensure that job postings do not infringe any third-party intellectual property rights, trademarks, or proprietary content,
- adhere to all regulatory obligations related to automated hiring practises, including but not limited to compliance with Automated Employment Decision Tools (AEDT) laws where applicable,
- not rely solely on AI functionalities or outputs within Remote Recruit or Apriora for decision making and You shall ensure that all AI-generated recommendations, insights or candidate assessments are subject to human oversight and review prior to any employment related decision,
- be responsible for any employment decision, including but not limited to candidate selection, hiring, classification, compensation, compliance with labor laws and termination,
- not send unsolicited communications to, or contact, any individuals whose information You receive through Remote Recruit after they have opted out of receiving such communication, and
- use Remote Recruit tools and insights solely for Your internal recruitment purposes. You shall not resell, distribute, sublicence, or otherwise provide access to any data obtained from Remote Recruit to third-parties.

1.3 Third-Party AI Interview Tool – Apriora.

Remote may direct job candidates to Apriora, a third-party AI-powered interview tool, so that they can access and use Apriora's interview service (Apriora Service) at their discretion. Some

or all outputs from the Apriora Service (Apriora Output) regarding a job candidate may be displayed in Remote Recruit, at the candidate's discretion. If You choose to access or use any Apriora Output:

- You acknowledge that Remote does not warrant the accuracy, legality or compliance of Apriora functionalities, outputs, or recommendations,
- Your use of Apriora Output is optional, solely at Your discretion and subject to Apriora's own terms and privacy policy, which You are responsible for reviewing and accepting before use,
- You remain solely responsible for ensuring compliance with all applicable laws, including but not limited to employment, data protection, AI, Automated Employment Decision Tools (AEDTs), and anti-discrimination laws when using Apriora Output, and for any legal obligations thereunder related to your use.

Whether any action or inaction constitutes use of Apriora Output shall be determined in accordance with applicable laws.

1.4 Intellectual Property - Apriora. If You choose to access or use Apriora Output, You acknowledge and agree that:

- We own all Intellectual Property rights over data, or information You submit to Apriora ("Input Data"), as well as the AI generated insights, recommendation, and interview data ("Output data") that is produced and subsequently transferred to Us,
- Apriora retains ownership and control over its AI technology and underlying processes,
- Apriora's Intellectual Property policies and terms will still govern its technology and underlying AI processes, but any resulting Output data received by Us will be treated as Our Intellectual Property,
- We shall not be responsible for any Intellectual Property disputes, claims, or liabilities arising from Your use of Apriora and Output data, including but not limited to allegations of infringement, misappropriation, or ownership conflicts related to AI-generated content.

It is Your sole responsibility to ensure that Your use of Apriora aligns with Your internal policies and applicable laws governing AI-generated content, ownership, and attribution.

1.5 Subscription and Fees.

You agree that Remote Recruit is provided on a recurring subscription basis. Subscriptions are billed monthly, in arrears, on the first business day of each month.

Your subscription will automatically renew at the end of each billing cycle (monthly or yearly, as applicable) at Remote's then-applicable rates, unless You provide notice of cancellation in accordance with these Terms or the subscription is otherwise terminated. You expressly authorize Remote to charge the applicable subscription fees to Your designated payment method on a recurring basis, without the need for further consent, until cancellation is effective.

You may upgrade Your subscription at any time. Upon upgrade, the price difference for the remainder of the then-current billing cycle will be charged at checkout, and Your usage limits will immediately reflect the upgraded plan. You may also downgrade Your subscription at any time. Your Usage limits will adjust immediately to reflect the downgraded plan; however, You will remain liable for the full subscription fee applicable to the original plan for the current billing cycle. The downgraded pricing will take effect from the start of the next billing cycle.

You may cancel at any time by logging into Your account and navigating to “Cancel subscription” on Your Remote Recruit dashboard. Your cancellation will be effective immediately, and access to the service will continue through to the end of the current billing cycle. To avoid charges for the next billing cycle, cancellation must be received before the end of the current billing period. No refunds or credits will be issued for partial months or years of Service, unused features, or plan downgrades during an active billing cycle.

Fees payable by You for Remote Recruit will include:

- a Recruit plan subscription fee as selected by You on the Platform (**Service Fees**), and
- any additional fees for advanced tools or insights, as selected by You on the Platform.

By enrolling on the Platform, You consent to these subscription terms and the recurring payment authorization above.

1.6 No Warranty. Remote Recruit is provided as-is, and We make no guarantees regarding:

- the quantity, quality, availability, accuracy, or suitability of candidates provided through data-driven recommendations, job postings or by any other means,
- any data, including data-generated recommendations, market insights, or candidate profiles, or that they will be accurate, complete, current, or error-free,
- any data from third-party providers, or that they will be uninterrupted, secure, or free from inaccuracies,
- the legality of any job postings on Remote Recruit,
- specific hiring outcomes, including successful placements, or
- the accuracy, completeness or currency of salary benchmarks, talent supply/demand data, costs, country compliance rules or any other market insights.

You acknowledge that compliance with data privacy, employment regulations, and AI-related legal frameworks is solely your responsibility. We do not guarantee that data obtained through Remote Recruit will comply with applicable employment, privacy, or regulatory laws in your jurisdiction.

We do not guarantee the continuous availability or retention of any data. Certain data sets or AI-generated insights may be modified, restricted, or removed based on third-party provider requirements or legal obligations.

1.7 Exclusion of Liability

To the maximum extent permitted by law, We shall not be liable for claims, losses, penalties, damages or negative consequences that result from or are caused by (in whole or in part):

- **Your use of Remote Recruit or Apriora,**
- **content of job postings made by You or any failure to comply with employment laws related to hiring decisions,**
- **any losses, costs, or claims arising from Your reliance on insights, recommendations, or data generated by Remote Recruit or Apriora**
- **any hiring or employment- related decisions or classifications You made based on data-driven recommendations,**
- **any regulatory obligations related to automated hiring practices, including compliance with Automated Employment Decision Tools (AEDT) laws where applicable.**

Remote does not control or assume responsibility for the functionality, reliability, or compliance of Apriora or any other third-party tools integrated into Remote Recruit. Your use of such third-party tools is at Your sole risk, and any disputes, claims, or liabilities arising from Your use of them shall be addressed directly with the respective third-party provider.

Ask an Expert

Remote's Ask an Expert Services allow You to access one-on-one, general guidance sessions with Our internal subject-matter specialists on employment-related topics.

1.1 Our Obligations. We will:

- make available to You the agreed number and duration of one-on-one sessions with Our specialists each month, and
- provide in these sessions general guidance on employment-related matters, including but not limited to sick leave, family leave, statutory leave, employee performance, separation, taxation, mobility, employment contracts, and occupational health and safety requirements.

1.2 Your Obligations. You will:

- use the Ask an Expert Services solely for Your internal business purposes,
- ensure that questions posed during sessions relate to employment-related matters within the intended scope of the Ask an Expert Services, such as the topics listed above or other similar employment-related topics Remote may support, and
- not disseminate or distribute any information received through Ask an Expert Services without Our prior written consent.

1.3 Acknowledgments.

- Ask an Expert Services are provided solely for general informational purposes and do not constitute legal advice or representation, tax advice, immigration advice, financial advisory services, or any other regulated professional service.
- We make no warranties or guarantees regarding the accuracy, completeness, reliability, timeliness or applicability of any guidance provided.
- You remain solely responsible for Your compliance with all applicable laws and regulations.
- Notwithstanding any information provided through the Ask an Expert Services, where Remote provides Employment Services, We, as the Employer, retains sole and exclusive responsibility for implementing any changes to Employment Agreements or Employment Services and taking any administrative actions concerning Employees (such as terminating Employees).

1.4 Subscription and Fees.

You agree that Ask an Expert Services are provided on a recurring subscription basis. Subscriptions are billed monthly, beginning on the first (1st) calendar day of each month. If You subscribe on a date other than the first, access begins immediately, and the first payment will be charged on the next billing date.

Your subscription will automatically renew at the end of each billing cycle at Remote's then-applicable rates, unless You provide notice of cancellation in accordance with these Terms or the subscription is otherwise terminated. You expressly authorize Remote to charge the applicable subscription fees to Your designated payment method on a recurring basis, without the need for further consent, until cancellation is effective.

You may cancel at any time by logging into Your account and navigating to "Cancel Plan" on Your Ask an Expert dashboard. Your cancellation will be effective immediately, and access to the service will continue through to the end of the current billing cycle. To avoid charges for the next billing cycle, cancellation must be received before the end of the current billing period. All fees are non-refundable, and unused sessions will expire at the end of the billing cycle.

Fees include:

- a monthly subscription Service Fee, as set out on the Platform, and
- any additional ad-hoc fees incurred in connection with the Services.

By enrolling on the Platform, You consent to these subscription terms and the recurring payment authorization above.

Liability

2.1 Exclusions. We will not be liable to You for claims, losses, penalties, damages or negative consequences that result from or are caused by (in whole or in part) any decisions You make, actions You take, or outcomes You experience in connection with

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Your use of Ask an Expert Services, or for any failure to achieve legal compliance or other intended results based on information provided through Ask an Expert Services.

Background Check Services

Remote's Background Check Services allow You to streamline background verification.

1.1 Third party provider & Background Reports. Remote obtains background checks from a third party (**Background Reports**). Remote cannot verify or guarantee the contents of Background Reports. Remote is not responsible for the accuracy, completeness, or timeliness of the information provided within Background Reports, which are provided without warranty by Remote on an 'as-is' basis.

1.2 Our obligations. We will

- receive requests through the Platform whenever You request background checks, in accordance with applicable laws,
- use reasonable commercial efforts to manage communication and coordinate with Remote's third-party background check provider, and
- make the background check results, including applicable Background Reports, available to You.

1.3 Your obligations. You will:

- provide any details requested by Remote through the Platform to submit a request for background check, and ensure such information is accurate, current and complete,
- use Background Check Services solely for lawful purposes,
- use background check results solely for evaluation purposes by You and Us,
- not freely disseminate background check results,
- when using Background Check Services with Employment Services or Contractor of Record Services,
    - not disclose any unsatisfactory background check results to the Service Provider without Our prior written consent.

1.4 Acknowledgements.

1. Employment Services. When using Background Check Services with Employment Services, You acknowledge that:
    - the Service Provider is considered an Employee for purposes of these Terms,
    - onboarding, including signing the Employment Agreement and commencement of the employment, will proceed concurrently with the performance of background checks. Rescission of any offer of employment or cancellation or termination of employment that occurs following receipt of background check results (including after signing the Employment Agreement or commencement of employment) may be subject to legal restrictions and therefore incur increased risks and costs,

- any background checks You request from Remote will be conducted exclusively to assess the Service Provider's fitness for the role or assignment with You and are specifically relevant to the role or assignment with You,
- Remote may (a) rescind any offer of employment, or (b) cancel or terminate the Service Provider's employment based on the contents of any Background Report, including criminal record or sanctions watchlist check results, and
- for any such rescission of offer of employment or cancellation or termination of employment You will be subject to these Terms, including payment of any Employment Fees resulting from such rescission, cancellation or termination.

2. Contractor of Record Services. When using Background Check Services with Contractor of Record Services, You acknowledge that:
    - the Service Provider is considered a Subcontractor for purposes of these Terms,
    - You are solely responsible for requesting and using Background Check Services and for ensuring that You comply with all applicable laws. Remote will have no responsibility for Your use of Background Check Services. Such services are provided on an 'as-is' basis, and Remote makes no warranty for Your use of the Background Check Services.
    - You have a legitimate business interest and purpose to request a background check and for Your use of the Background Check Services, including but not limited to, due diligence, a new request for services, or changes to the Service Provider's services and deliverables,
    - You are solely responsible for any third party claims related to misclassification following the use of Background Check Services,
    - Remote may (a) rescind any offer to engage the Service Provider, or (b) cancel or terminate the Service Provider's services based on the contents of any Background Report, including criminal record or sanctions watchlist check results, and
    - for any such rescission of engagement offer or cancellation or termination of the Service Provider's services You will be subject to these Terms, including payment to Remote of any associated Fees resulting from such rescission, cancellation or termination.
3. Contractor Management Services. When using Background Check Services with Contractor Management or Contractor Management (Plus) Services, You acknowledge that:
    - You are solely responsible for requesting and using Background Check Services and for ensuring that You comply with all applicable laws, including obtaining any applicable authorizations and written consents from the Service Provider. Remote will have no responsibility for Your use of Background Check Services. Such services are provided on an 'as-is' basis, and Remote makes no warranty for Your use of the Background Check Services, and
    - You are solely responsible for any third party claims relating to misclassification following the use of the Background Check Services.
4. HRIS and Payroll Services. When using Background Check Services with HRIS or Payroll Services, You acknowledge that:

- You are solely responsible for requesting and using Background Check Services and for ensuring that You comply with all applicable laws, including obtaining any applicable authorizations and written consents from the Service Provider. Remote will have no responsibility for your use of Background Check Services. Such services are provided on an 'as-is' basis, and Remote makes no warranty for Your use of the Background Check Services.

Fees and Payment terms

2.1 Background Check Services Fees. Fees payable by You for Background Check Services will include:

- Our **Background Check Fee**, the flat one-time fee (exclusive of VAT) charged per background check request We facilitate for You, and
- any other fees charged in connection with Background Check Services.

2.2 Invoices. Invoices for Background Check Fees are due and payable within 14 days of Us submitting the invoice to You.

LIABILITY

3.1 Exclusions. We will not be liable to You for claims, losses, penalties, damages or negative consequences that result from or are caused by (in whole or in part) any decisions You make, actions You take, or outcomes You experience in connection with Your use of Background Check Services, or for any failure to achieve legal compliance or other intended results based on information provided through Background Check Services. This includes, but is not limited to, the rescission or cancellation or termination of a Service Provider's employment or services following the receipt of unsatisfactory background check results.

Equity Management

Equity Management. Equity **Management** allows You to access tools and information to manage Equity Awards for Employees.

1.1 Our obligations. We will:

- provide You access to country-specific information on local tax and reporting obligations related to Equity Awards granted to Employees, and
- ensure compliance, as Employer, with Our legal, tax, and reporting obligations related to the Equity Awards of Employees.

1.2 Your obligations. You will:

- disclose any past or future Equity Awards made to Employees,

- immediately disclose any exercise or settlement of Equity Awards by Employees, and
- be responsible for the accuracy and completeness of any information provided to Us or entered and used within the Platform.

1.3 Acknowledgment. You acknowledge that the information provided in Equity **Management** is for informational purposes only and does not constitute legal, tax, accounting, or financial advice. We do not make any express or implied representations, warranties, or guarantees that the information is accurate or complete regarding Employees' specific circumstances or tax outcomes. You remain responsible for *(i)* ensuring compliance with any legal, tax, and reporting obligations to be borne by the issuer of Equity Awards , *(ii)* administering Your own equity plans; and *(iii)* any claims, losses, penalties or negative consequences that result therefrom.

1.4 Equity Admin Fees. Equity Admin Fees will apply to all Employees that have received an Equity Award. If You do not respect Your obligation to disclose any past or future Equity Award made to Employees within 30 days after *(i)* the Equity Award grant date or *(ii)* You agreed to these Terms, a one-off fee of 500 USD per grant made less than 1 year ago and 1,000 USD per grant made more than 1 year ago will be applied, unless otherwise agreed in writing by You and Us.

Perform

Perform. Remote's Perform allows You to streamline Your employee development and review process via the Remote Platform.

1.1 Our obligations. We will give You access to software and services to help You manage Your performance management process, including:

- performance review cycles with customizable assessment frameworks,
- feedback tools for continuous improvement,
- a private space for Your Service Providers to document their professional growth and achievements.

1.2 Acknowledgment. Except as provided explicitly in the Terms, Service Providers are not employees or contractors of Remote, Remote is not a party to any agreements between You and these Service Providers, and You agree not to inform or allow these Service Providers to believe otherwise.

1.3 No warranty. Except as provided explicitly in the Terms, Your use of Perform to manage Service Providers, the performance of Service Providers, and any disputes or claims arising from the same, are solely Your responsibility. Remote provides Perform "as is" without warranties of any kind.

Fees and Payment Terms

2.1 Perform Fees. Fees payable by You for Perform will include:

- **Perform Subscription Fee**, the flat monthly Service Fee charged per Service Provider, and
- any other fees charged in connection with Perform.

LIABILITY

3.1 **Exclusions. We will not be liable to You for claims, losses, penalties, damages or negative consequences that result from or are caused by (in whole or in part) an authoritative governmental body determining, despite these Terms, that a Service Provider is employed by You.**

Remote Survey

Remote Survey allows You to create, distribute, and analyze Service Provider surveys, including onboarding, engagement, and exit surveys.

1.1 Our obligations. We will give You access to Our Platform to help You create, distribute, and analyze Service Provider surveys. This may include:

- survey templates,
- customizable forms,
- integrations with third party messaging tools,
- automated distribution, and
- analytics dashboard.

1.2 Your Obligations. You are solely responsible for the content of surveys created and distributed using Remote Survey, including any free-text questions or fields that may request identifying information.

1.3 Acknowledgment. Individuals you invite or engage through Remote Survey (**"Survey Participants"**) may include your personnel or Service Providers. Remote is not a party to, nor responsible for, any survey, instructions, agreements, or outcomes between You and any Survey Participant, and nothing in Remote Survey changes or creates any employment or engagement status or obligations under other Services. You agree not to state or imply otherwise. Analytics and reports are for information only. Anonymity depends on Your survey design/configuration; Remote does not guarantee anonymity where Your questions or settings permit identification.

1.4 No warranty. Except as provided explicitly in the Terms, Your use of Remote Survey and any disputes or claims arising from the same, are solely Your responsibility. Remote provides Remote Survey "as is" without warranties of any kind. Remote makes no warranty that Remote Survey responses will remain anonymous in all circumstances.

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Fees and Payment Terms

2.1 Remote Survey Fees. Fees payable by You for Remote Survey will include:

- Our **Remote Survey Subscription Fee**, the flat monthly Service Fee charged per Service Provider, and
- any other fees charged in connection with the provision of Remote Survey.

LIABILITY

3.1 **Exclusions. We will not be liable to You for claims, losses, penalties, damages or negative consequences that result from or are caused by (in whole or in part) any employment-related claims, investigations or proceedings involving Service Providers, including but not limited to an authoritative governmental body determining, despite these Terms, that a Service Provider is employed by You.**

PEO Service Terms

These PEO service terms (**PEO Service Terms**), set out the terms by which Remote Professional Services, Inc., registered at 2261 Market St STE 86540, San Francisco, CA 94114, United States (**PEO** and, as defined in the General Terms, **We**, **Us**, **Our, or Remote**), agrees to provide customer (**Customer**, and as defined in the General Terms, **You** or **Your**) with certain professional employer organization services (**PEO Services**).

The State Addendum, the PEO Service Terms, and any additional documents required by Remote to provide PEO Services are incorporated herein and subject to these PEO Service Terms. PEO Service Terms shall form part of the Terms of Service, and will take precedence over the General Terms only where they conflict. Unless otherwise defined, all terms herein shall have the same meaning and definitions as in the Terms of Service.

Effective Date

1.1 Service Term. PEO will provide PEO Services from the date of Customer agreement (**Effective Date**) until the PEO Service Terms are terminated pursuant to these PEO Service Terms (the **Service Term**).

Scope of PEO Services

2.1 Covered Employees. These PEO Service Terms apply only for Customer's employees for whom PEO has accepted all necessary documents and information (including, without limitation, employee's agreement to PEO's Worksite Employee Acknowledgment, and Mutual Dispute Resolution Agreement), and PEO has received all necessary payroll information required by PEO, for the period that PEO Services are provided to Customer's employees (**Covered Employees**, and as defined in the General Terms, **Service Providers**). PEO Services shall not apply to Customer's employees living or working outside of the United States, Customer's

contractors or subcontractors, or Covered Employees with whom PEO has terminated its relationship (except as provided herein).

2.2 Coverage. PEO is only responsible for Covered Employees. PEO has no responsibility for any other worker, laborer contractor, subcontractor, agent or any other party who provides services to Customer. If PEO has more than one workers' compensation insurance policy, the coverage provided by such policy or policies is strictly limited to the Covered Employees specified in the insurance policy documents. Customer is responsible for securing and maintaining workers' compensation insurance as necessary for Customer's workers who are not Covered Employees.

2.3 Reservation of Rights. These PEO Service Terms may reserve certain rights to PEO for purposes of compliance with applicable state licensing, registration, certification, and other laws authorizing the delivery of PEO Services. This reservation of rights is not an admission that PEO either has exercised, or will exercise, such rights. It is the intent of the parties that no inference of liability arises from the reservation of rights, other than the express liabilities arising from these PEO Service Terms. Furthermore, notwithstanding any reservation of rights set forth in these PEO Service Terms, Customer remains solely responsible for the day-to-day supervision of Covered Employees and for the selection of qualified workers for employment.

Our Obligations

3.1 Payroll Administration. PEO will process payroll payments for Covered Employees in accordance with applicable law and these PEO Service Terms, conditioned upon Customer timely and accurately providing PEO all necessary data and funds. If Customer fails to pay PEO for its services, Customer authorizes that PEO may elect not to pay Covered Employees or pay Covered Employees using only the applicable minimum hourly wage and/or applicable minimum salary for exempt employees. In such a case, Customer acknowledge that: (i) PEO does not waive any right to recover any amount from Customer; (ii) PEO does not admit to any employer or joint employer obligation to pay wages; (iii) Customer is not relieved of its obligation to pay any and all unpaid wages owed to Covered Employees; and (iv) Customer is ultimately responsible for paying any Fees owed or indemnifications that arise as a result of a failure to pay. If Customer is under a contractual obligation for a specific payroll treatment (including, without limitation, federal or state contracts or other public contract agreements), Customer must prioritize allocation of employee hours worked to such contracts and Customer will provide PEO any required wage determination and benefits information.

3.2 Payroll Taxes and Unemployment Insurance. PEO will withhold, report and remit federal, state and local payroll taxes, including, without limitation, unemployment insurance contributions, for Covered Employees. If requested by Customer and agreed to by PEO, PEO will administer unemployment insurance filings and claims, including opposing unemployment claims when appropriate. In those states or other jurisdictions in which PEO may or must use Customer's employer account for purposes of reporting and remitting unemployment insurance contributions or any other payroll taxes, Customer authorizes PEO to do so and agree to cooperate with PEO, including in the use of Customer's account (as necessary) and providing

all required and requested forms, signatures, powers of attorney, reports, documents, credentials and historical data.

3.3 Employee Benefits. PEO will offer employee benefits to eligible Covered Employees and their eligible dependents through PEO-sponsored plans (**PEO Benefit Plans**). The applicable plan documents will control eligibility for benefits and the extent of benefits provided under PEO Benefit Plans. PEO's obligations with respect to employee benefits will not extend beyond the scope of the PEO Benefit Plans.

3.4 Workers' Compensation Insurance. PEO will provide workers' compensation insurance coverage for the Covered Employees and administer claims. PEO will not provide workers' compensation insurance coverage for Customer workers who have not completed PEO's onboarding requirements and who are not Covered Employees.

3.5 Human Resource Services. PEO may provide human resource services to Customer either through Remote's Platform and Services or through the use of third-party consultants or vendors. Customer shall be solely responsible to handle, investigate, and resolve any issues raised by a Covered Employee pertaining to harassment, discrimination, retaliation, leave entitlements, or other employment-related issue. Where requested by Customer, PEO may provide best practices information and assistance to Customer; however, Customer retains sole responsibility for complying with applicable Employment Laws (defined below). Customer agrees that in providing other services, PEO is not providing legal advice, and PEO is not providing such services as a joint employer. Regardless of whether Customer uses PEO's human resource consulting services, Customer is responsible for all personnel decisions and for consulting with independent legal counsel as needed; Customer retains sole discretion regarding human resource or employment-related issues.

3.6 Use of Affiliates and Other Sources of Revenue. Customer agrees that PEO may provide certain products or services using Affiliates, or subcontractors and third party vendors (**Vendors**). Fees paid to PEO by Customer may include amounts payable to Affiliates and Vendors. PEO, its Affiliates, and Vendors may receive commissions, referral fees or other revenue with respect to the products or services provided pursuant to these PEO Service Terms. Where PEO Services are provided by Vendors, these services are provided on an "as-is" basis without warranty of any kind from PEO. Customer must agree to Vendor terms, where required to enable the delivery of PEO Services.

Customer Obligations

4.1 General Process. Customer will promptly comply with all PEO directives, policies, and requests required to onboard Covered Employees and use PEO Services, including, but not limited to:

- **Implementation** - Customer providing the necessary documents, making decisions, and securing the cooperation of Customer employees as requested by PEO to provide PEO Services;

- **Employee Benefits** - Customer executing all necessary documents required to administer Employee Benefits;
- **Workers Compensation Insurance** - Customer providing any requested notices (including required notices to government agencies and regulators) for Covered Employees in connection with the provision of workers' compensation insurance; and
- any other requirements set forth in these PEO Service Terms or as communicated by PEO to Customer from time to time to enable the delivery of PEO services by PEO.

4.2 Covered Employee Onboarding. Customer is responsible for onboarding prospective Covered Employees by using PEO's electronic onboarding workflow via the Remote Platform, and for submitting complete and accurate paperwork before a Customer worker performs any work as a Covered Employee under these PEO Service Terms. Customer agrees that they have or will complete the I-9 verification process for each Customer worker that will be a Covered Employee, and Customer agrees that PEO will not process payroll for any Customer worker for whom Customer has not completed all I-9 processes and procedures.

4.3 Immigration. Customer will ensure that an I-9 is timely and properly completed for all Customers workers that will become Covered Employees; Customer will retain I-9 documents for the period required by law, and update I-9s when required by law. Where requested by Customer, PEO may provide information regarding the procedures for completion of I-9s. Customer retains sole responsibility for complying with all Form I-9 legal requirements, for using any E-Verify system, and for verifying the eligibility of any individual for employment through any E-Verify program or any successor program. Any fines or other penalties following Customer's use of I-9 or E-Verify procedures and processes will be solely Customer's responsibility and at Customer's sole cost and expense. Customer will not engage in any discriminatory or other unlawful acts with respect to the I-9 or E-Verify processes, or based on immigration status, or any other protected grounds.

4.4 Payroll Data. Customer will timely and accurately provide all data necessary for PEO to process payroll for Covered Employees by the payroll pay date (**Payroll Pay Date**), including, but not limited to, hours worked, rates of pay, payments owed, and exempt/non-exempt status under applicable wage and hour laws (**Payroll Data**). Payroll Data must be provided to PEO seven (7) business days prior to the Payroll Pay Date (the **Payroll Deadline**). In order to ensure accurate calculation of fees and proper withholding, reporting and remitting of taxes, Customer agrees not to pay any wages, salaries, bonuses or other amounts to Covered Employees directly or indirectly outside of PEO's Platform without first obtaining PEO's prior written consent. Customer will immediately forward to PEO any order or notice of garnishment, involuntary deduction, IRS lien or other statutory legal instrument, claim, or notice of process received by Customer affecting wages paid to Covered Employees and, if requested by PEO, Customer will sign such documents necessary to authorize PEO to act on Customer's behalf in responding to such processes. Customer will timely report to PEO any changes in its workforce that would affect PEO's ability to provide PEO Services, including employees hired or terminated, and any changes in salary or hourly wages, or other compensation. If Customer abandons PEO's services by reporting a payroll cycle of $0, pays Covered Employees in

violation of the conditions set forthhere, or fails to timely report Payroll Data required by the Payroll Deadline, it will be a material breach of these PEO Service Terms.

4.5 Payroll Acknowledgement. Customer shall be solely responsible for the verification of payroll information and Payroll Data, including but not limited to verifying compliance with child labor laws, providing applicable meal periods, rest breaks, and other breaks as required under applicable law, and for ensuring that wages, minimum wage, overtime, prevailing wage rate, piece rate, commissions, and bonuses have been correctly calculated. In the event of a public utility or data processing/storage service outage that prevents PEO from performing its payroll processing services using complete and accurate data, PEO reserves the right to elect to pay estimated wages until such time as complete and accurate data is available to allow reconciliation and Customer funding of outstanding wages. Where requested by Customer, PEO may provide information to Customer regarding payroll administration (including minimum and overtime wages and exempt status requirements). Customer is solely responsible for determining and maintaining such payroll status determinations (including the exempt status of Covered Employees). Customer agrees that Customer alone possesses sufficient information to make such decisions, and that PEO will not make such determinations. Customer is solely responsible for any prevailing or municipal minimum wage compliance requirements. Customer shall be solely responsible for all non-compliance penalties and liabilities resulting from any legal process or other necessary payroll data provided by Customer to PEO, or where Customer fails to provide signed authorization documents required to provide PEO Services.

4.6 Notice of Covered Employee Termination and Wage Changes. When Customer terminates the employment of a Covered Employee, Customer will provide PEO with sufficient notice using Remote's Platform for PEO to compliantly issue the final paycheck to a terminated Covered Employee. Customer shall provide PEO sufficient notice of a wage change for any Covered Employee to enable PEO to comply with any applicable wage payment requirements. Customer is solely responsible for any Fees, such as late payment penalties, expenses, fees, or related costs resulting from Customer providing PEO with inadequate advance notice of termination or wage change.

4.7 Customer Employee Benefit Plans. Customer will not provide employee benefits to Covered Employees or their dependents (**Customer Plans**) in addition to or in lieu of the benefits available under the PEO Plans without the express prior written consent of PEO. To the extent PEO authorizes Customer to provide employee benefits to Covered Employees or their dependents under a Customer Plan, Customer will: (i) ensure that the Customer Plan is administered in compliance with applicable law and the terms and provisions of the applicable plan documents; and (ii) retain sole responsibility and liability for the Customer Plan. Customer understands, acknowledges and agrees that: (a) PEO is not a plan sponsor, plan administrator or fiduciary with respect to any Customer Plan; (b) PEO shall have no other role, responsibility or liability with respect to any Customer Plan, including, without limitation, that of a third-party administrator; and (c) to the extent that PEO provides any administrative or other services with respect to a Customer Plan, (1) all such services are taken on behalf of Customer and at Customer's specific direction, (2) PEO shall have no discretion with respect to such services, (3) PEO shall not take on any fiduciary or other obligations as result of such services under the

Employee Retirement Income Security Act of 1974, as amended (ERISA), or any other law, and (4) Customer shall remain solely responsible and liable for such services and any underlying Customer obligations.

4.8 Employment Contracts. Customer and PEO agree that PEO is not bound by any employment contract between Customer and a Covered Employee. PEO agrees to comply with Customer's reasonable instructions in the course of providing services with respect to a Covered Employee covered by an employment contract with Customer, so long as such instructions are lawful, fully disclosed to PEO, and consistent with all other terms of these PEO Service Terms. Customer is solely responsible for compliance with, and the legal interpretation of, any employment contracts or other contracts, agreements, or policies between Customer and Covered Employees.

4.9 Background Checks and Other Responsibilities. PEO does not assume any responsibility for, and makes no assurances, warranties, or guarantees as to, the ability,competence, or quality of work of any Covered Employee. These PEO Service Terms in no way alter any responsibilities of Customer to perform any and all work history, reference checks and background checks on Covered Employees (including driving and accident record history and the maintenance of a valid license to drive Customer's vehicles, if necessary). Customer assumes full and complete responsibility for the consequences of performing or failing to perform such checks.

4.10 Collective Bargaining Agreement. Customer represents and warrants that it has not entered into Collective Bargaining Agreement (**CBA**) pertaining to any Covered Employees. If Customer at any point during the Service Term, enters into any such CBA or is aware that a CBA could be entered into, Customer shall notify PEO immediately, and may have to transition off of PEO Services at PEO's discretion. Failure to notify PEO of any such CBA will constitute a material breach of these PEO Service Terms. If Customer has entered into a CBA pertaining to any Covered Employees, Customer agrees that it will remain the sole employer of such Covered Employees for purposes of the National Labor Relations Act (**NLRA**), and that it will remain solely responsible and liable for all obligations arising under the NLRA and any applicable CBA, including, without limitation, the duty to bargain. Customer expressly warrants that the PEO Service Terms will not modify any of the terms of any applicable CBA; PEO shall not be considered a party to any such CBA.

4.11 Leave and Disability Accommodation. Customer will accept obligations and costs associated with compliance with the FMLA, ADA, and similar state and local laws, including but not limited to the cost of providing reasonable accommodation of disabilities, recordkeeping requirements related to leave and disability accommodation, reinstating employees returning from leave or finding replacement employment for them if required by law, and the cost of continuing benefits during leave if required by law. Customer agrees that should the FMLA be applicable to Customer, to the extent allowed by law, Customer has sole responsibility for compliance and that it is the intent of the parties that the PEO Service Terms shall have no impact on Customer's obligations as an employer responsible for FMLA compliance.

4.12 Downsizing Notices. Customer will provide notices required by the WARN Act or similar laws requiring layoff notices. Customer will provide PEO no less than sixty-five (65) days' notice of any such layoff or terminations that may affect Covered Employees or PEO Services under these laws.

4.13 Government Contracts. Customer will be solely responsible for ensuring its compliance with requirements pertaining to government contracts pursuant to federal, state, county and local laws, regulations, and ordinances, including but not limited to compliance with Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Walsh-Healey Public Contracts Act, the Davis Bacon Act, and the Service Contract Act of 1965, if applicable.

4.14 Other Taxes and Fees. Except for required payroll withholding taxes covered by the PEO Service Terms, Customer is responsible for paying and reporting all applicable taxes and governmental fees (including environmental fees required by the California Health and Safety Code for Covered Employees working in California). Any tax imposed by any local, state, or other authorized taxation authority due to Customer's relationship with PEO (including, without limitation, sales or use tax, or gross receipts tax) shall be the sole responsibility of Customer.

4.15 Incentive Compensation and Fringe Benefits. Customer is solely responsible for funding and accurately determining eligibility for incentive compensation and fringe benefits for Covered Employees, including, without limitation, vacation, paid sick leave (including legally mandated paid sick leave), other paid time off, profit sharing, deferred compensation, bonuses, severance payments, stock or other equity-based compensation, commissions, and other incentive compensation payments, including determining whether individuals qualify to receive W-2 wages and benefits. Payments will be made through PEO's payroll in order to ensure proper reporting and remittance of taxes. PEO has no responsibility for the calculation, administration or funding of fringe benefits payments. PEO will process payroll with respect to fringe benefits at Customer's request, provided that PEO has received any requested documentation in a form reasonably satisfactory to PEO. Where permitted by law, PEO and Customer may agree that PEO will assist with tracking accruals and payments of fringe benefits, subject to any applicable terms. The parties acknowledge that Customer has unique knowledge of its incentive compensation programs that PEO does not have. Customer is solely responsible for determining (and informing PEO) when overtime compensation is owed on such payments.

4.16 Contractors. Customer is responsible for ensuring that contractors, subcontractors, and others providing services to Customer have the appropriate and required workers' compensation insurance coverage. Customer is solely responsible for any costs, expenses, employer responsibilities, and liabilities associated with Customer's independent contractors, including subcontractors of such independent contractors, who are reclassified as Customer employees (including, without limitation, paying additional workers' compensation premiums from the date any such employees would be eligible to be covered under any workers' compensation insurance policy made available by PEO). In the event PEO is subjected to threatened or actual litigation as a result of such reclassification, whether the reclassification is voluntary or involuntary, Customer will indemnify PEO and hold PEO harmless from the same.

4.17 Record Keeping. For Covered Employees, Customer will create and maintain accurate records of hours worked and attendance to the extent required by law, will make such records available to PEO upon request, and will comply with any state or federal requirement to file a report or provide pay data information, including filing any required EEO-1 Report, or similar report under state law. Customer is solely responsible for the proper use of any time and attendance system, regardless of whether the system is provided by PEO or another source. Customer will ensure that all hours worked by Covered Employees are accurately captured and reported by the time and attendance system. Customer will not pay Covered Employees less than the amount due to Covered Employees pursuant to applicable law (including methods such as rounding or off-the-clock work). To the extent state or local law requires employers to provide wage statements containing information different than, or in addition to, the information contained in PEO's wage statements, Customer shall issue supplemental wage statements to Covered Employees in compliance with applicable law. Customer will maintain such records as directed by PEO and in compliance with PEO's policies and procedures. Customer will comply with all federal, state, and local laws that require posting of information at Customer's workplace(s) or providing notices to the extent applicable to Covered Employees.

4.18 Healthcare Reform / ACA Compliance. Customer understands, acknowledges, and agrees that Customer is solely responsible and liable for all obligations for Covered Employees with respect to Healthcare Reform's Employer "Play or Pay" Mandate under Section 4980H of the Internal Revenue Code of 1986, as amended (IRC), and other applicable laws, including, without limitation, any tax reporting obligations under IRC Sections 6055 and 6056. To the extent that PEO agrees to assist Customer with satisfying these obligations, Customer understands, acknowledges and agrees that: (i) PEO is not providing legal or tax advice to Customer and Customer will seek appropriate legal and tax advice from its own legal and tax advisors; (ii) PEO will rely on the accuracy of all information and documents provided by Customer with respect to such assistance; and (iii) Customer will remain solely responsible and liable for such obligations.

4.19 Business Operations. Customer will oversee all aspects of the operation of Customer's business, including, but not limited to the production and delivery of services and products, product design, accounting, cash control, and loss/breakage/theft prevention. PEO is not responsible for the acts, errors, or omissions of Customer or any Covered Employee, or any crimes, torts, misconduct, or wrongdoing of Covered Employees. Customer acknowledges and agrees that Covered Employees are not under PEO's direction, supervision, or control. Customer is solely responsible for recruiting and selecting competent workers in order for Customer to conduct its business safely and lawfully. To the extent required by applicable law, Customer is solely responsible for providing tools and equipment necessary for Covered Employees to perform their job duties and reimbursing Covered Employees for all recoverable expenses incurred in the course of their employment. Customer shall supervise, direct, and control Covered Employees to the extent necessary for Customer to conduct its business safely and lawfully. Customer is solely responsible for ensuring its compliance with wage and hour laws governing scheduling, such as holidays, reporting time, on call time, stand by time, make up time, shift spacing, meal periods, breaks, rest periods, days of rest, fluctuating workweeks, flexible scheduling arrangements, scheduling notifications, and all other matters related to hours

scheduled and worked. Customer acknowledges and agrees that PEO is not responsible for the obligations set out in this section as such matters are not within PEO's control. Customer agrees to timely pay any penalties, premiums, or other amounts owed in relation to Customer's obligations set out in this section. Customer agrees that Covered Employees in supervisory roles shall be responsible only for the supervision of other Covered Employees. In any instance where a Covered Employee is assigned by Customer to supervise or manage individuals who are not Covered Employees, Customer shall be solely responsible for any and all liabilities, obligations, or claims arising from such supervisory activities, and shall indemnify and hold the PEO harmless from the same.

4.20 Business and Occupational Legal Compliance. Customer is responsible for ensuring its compliance with all laws governing Customer's business, including but not limited to laws pertaining to required filings, licensing, taxes, fidelity bonding, insurance, facilities/building codes and regulations, and environmental compliance. If any Covered Employee is required to be licensed, registered, or certified under any federal, state, or municipal law or regulation, or to act under the supervision of such a licensed, registered or certified person or entity in performing the employee's services, Customer shall be responsible for verifying such licensure and ensuring such supervision meets any applicable requirements.

4.21 Labor and Employment Compliance. Customer is responsible for ensuring its compliance with federal, state, and local laws governing its business, including labor and employment laws. Although PEO may consult with Customer regarding labor and employment related compliance matters, Customer is responsible for conducting its business and decision-making in a way that complies with all federal, state, and local labor, employment, wage theft and other wage payment laws, and employee benefit laws, including, without limitation, the Civil Rights Acts of 1866, 1964 (including Title VII), and 1991; the Age Discrimination in Employment Act; the Americans with Disabilities Act (ADA); the Family and Medical Leave Act (FMLA); the Worker Adjustment and Retraining Notification Act (WARN); the National Labor Relations Act (NLRA); the Equal Pay Act; the Pregnancy Workers Fairness Act; the Fair Labor Standards Act, including amendments thereto under the Providing Urgent Maternal Protections for Nursing Mothers Act (FLSA); the Vietnam Era Veteran's Readjustment Assistance Act; the Rehabilitation Act of 1973; the Fair Credit Reporting Act (FCRA); the Employee Polygraph Protection Act; the Immigration Reform and Control Act (IRCA); the Older Workers Benefits Protection Act (OWBPA); the Occupational Safety and Health Act (OSHA); the Uniformed Services Employment and Reemployment Rights Act (USERRA); the Genetic Information Non-Discrimination Act (GINA); the Coronavirus Aid, Relief and Economic Security Act (CARES Act), the Taxpayer Certainty and Disaster Tax Relief Act of 2020, the Consolidated Appropriations Act, 2021, and the American Rescue Plan Act of 2021, and related regulations and guidance, and all other local, state and federal laws governing the employment relationship, including but not limited to, such laws governing discrimination in the workplace (collectively, **Employment Laws**). This obligation includes, without limitation, compliance with any requirement to have, and distribute to Covered Employee, valid written policies pertaining to leave entitlements, anti-harassment, anti-discrimination, anti-retaliation and other similar laws, and with any requirement to provide and maintain records related to required training to Covered Employee.

4.22 Cooperation with PEO. Customer will respond in a timely and accurate fashion to any requests from PEO for records and data necessary for PEO to perform PEO Services. Upon receipt by Customer, Customer will immediately (and no later than one (1) business day after Customer's receipt of such materials) send PEO copies of demands, notices, claims, summons and any other legal materials related to Covered Employees to legal-notices@remote.com. Customer will cooperate with PEO in the investigation, remediation, settlement, and defense of legal claims related to the Covered Employees.

4.23 Power of Attorney. Customer hereby appoints (and/or agrees to execute any documents or forms necessary to appoint) PEO as attorney-in-fact to represent Customer before and/or submit records to federal, state, and local authorities and any insurance provider with respect to payroll and taxes paid by PEO or any government reporting for which PEO agrees to assist Customer in accordance with these PEO Service Terms. Customer further acknowledges and agrees that PEO may designate and use agents to create accounts and submit records on Customer's behalf with such federal, state, and local authorities and insurance providers as necessary to fulfill its obligations and responsibilities under these PEO Service Terms. In such a case, PEO may be designated as the reporting agent, affirmed by Customer signature on the applicable authorization forms or similar documents for tax accounts and taxing authorities.

4.24 Employment Services to PEO Transfer. If Customer has agreed to transfer specific Employees from Remote's Employment Services to Covered Employees under PEO Services, Customer acknowledges that its relationship with PEO commenced on Effective Date and Employees will be transferred to Covered Employees on a date agreed to between Customer and Remote (the **Implementation Date**). Customer understands, acknowledges, and agrees that it has or will directly hire the subject Employees as of the Implementation Date, and Customer is requesting that PEO designate Customer's employees as Covered Employees as of the Implementation Date. To the extent required by law, Customer agrees to maintain all job-protected leaves of absence currently in effect for Employees as of the Implementation Date. PEO does not assume responsibility for payment of bonuses, commissions, severance pay, deferred compensation, or any other compensation or benefit in any form, profit sharing, vacation pay, sick leave, or other paid time off pay, or for any other payment not required by law, and where payment for such items has not been received by Remote from Customer; PEO assumes no obligations which may exist between Customer and any Covered Employee or subject Employee as part of this transfer. In any jurisdiction where accrued vacation pay, sick leave, or other paid time off pay must be paid to the Employees, Customer is solely responsible for doing so; and in any jurisdiction where such payment is not mandatory, Customer agrees that it will establish a starting balance for each Employee to become a Covered Employee that is no less than the amount accrued by that Employee as of the Implementation Date. In the event PEO is subjected to threatened or actual litigation as a result of the Customer's or Employee's relationship with Remote as a provider of Employment Services, Customer will indemnify Remote and hold Remote harmless for the same..

4.25 All Obligations Not Expressly Included. Customer understands, acknowledges and agrees that Customer is solely responsible and liable for any and all obligations, duties, and responsibilities that are not expressly delegated to PEO under these PEO Service Terms,

including any obligations arising by law, tort, contract, restitution, bailment, any other legal principle, equity, or equitable principle.

Worksite Requirements

5.1 Change in Workplace. To the extent it affects PEO's ability to provide PEO Services, Customer shall notify PEO of the principal location of the workplace of each Covered Employee and each location where such Covered Employee performs services for Customer, and of any changes in such locations, including Covered Employees who transition to a remote work arrangement, or who are hired to work remotely. To the extent it affects PEO's ability to provide PEO Services, Customer must provide prior written notice to PEO of any new lines of business, new locations, and new class codes, and PEO reserves the right to approve or deny any such changes. Failure by Customer to provide such prior notice or information to PEO is a material breach of the PEO Service Terms.

5.2 Work Site Safety. Customer is the sole employer with respect to safety-related compliance. Customer retains exclusive control over the safety of the workplace(s) where Covered Employees work, and retains sole responsibility for compliance with applicable federal, state and local health and safety laws, regulations, ordinances, directives and rules relating to the workplace (**Workplace Safety Laws**). Customer is solely responsible for identifying and eliminating all known workplace threats to Covered Employees' health or safety. Customer acknowledges and agrees that Customer has not retained PEO to manage or control Customer's business or operations, and PEO has no duty or authority to inspect, install, modify, repair, or maintain any equipment, tools, vehicles, or machinery that Covered Employees may use. Customer agrees that PEO may inspect Customer's workplace for the sole purpose of verifying compliance with the PEO Service Terms. Customer agrees that any inspections that PEO or its workers' compensation insurance carrier may conduct are not for the purpose of identifying the unique threats to the health and safety of Covered Employees that may exist in Customer's workplace(s); such inspections do not fulfill a requirement for a full safety audit or inspection under applicable laws or regulations. Customer shall, at its sole cost and expense, take all necessary steps to comply with Workplace Safety Laws, including, without limitation, the following:

a. Customer shall take reasonable steps to evaluate worksite conditions pertaining to the health and safety of Covered Employees, by doing periodic inspections; Customer shall identify all known hazards to Covered Employees' health and safety, inform Covered Employees of such health and safety hazards, and take all reasonable measures to eliminate such health and safety hazards; Customer shall provide Covered Employees with appropriate and required personal protective equipment; Customer shall provide legally required training to Covered Employees regarding the safe performance of job duties, the proper use of personal protective equipment, and the maintenance of a safe work environment; Customer shall establish and maintain a written, effective Injury and Illness Prevention Program (**IIPP**) that protects Covered Employees, and Customer shall fully implement Customer's IIPP; Customer shall implement specific safety

programs as required by OSHA or any applicable state or local requirements, depending on the work environment and the type of work being performed by Covered Employees;

b. Customer shall ensure that each Covered Employee has, and is informed of, the following protections: (i) Covered Employees have the right to complain or report work conditions that the Covered Employee reasonably believes to be unsafe, unhealthful, or hazardous; (ii) Covered Employees have the right to refuse to work in conditions that the Covered Employee reasonably believes to be unsafe, unhealthful, or hazardous; and (iii) Covered Employees will not be subjected to any sort of retaliation or discrimination for reporting unsafe, unhealthful, or hazardous conditions or for refusing to work in unsafe, unhealthful, or hazardous conditions; and
c. In the event PEO provides advice or information to Customer regarding safety in the workplace, PEO does so as a consultant only and not as the employer in control of the workplace. Customer at all times retains sole responsibility for providing appropriate training to Covered Employees, including regarding job duties, workplace safety, and other related topics.

5.3 Accident and Injury Reporting Procedure. Customer shall immediately (and under all circumstances within one (1) business day), report accidents and injuries involving Covered Employees including “first-aid” events. Customer shall deliver a complete written report of an accident or injury to PEO no later than three (3) business days after the occurrence of such accident or injury. Failure to provide the complete report of accident or injury within three (3) business days may result in a late reported claim fee. Customer is solely responsible to report accidents and injuries involving Covered Employees to OSHA and/or any state agency as required by applicable law. Customer's failure to report an accident or injury involving Covered Employees in accordance with these PEO Service Terms or applicable laws may result in one or more substantial fines, or other costs, pursuant to applicable law or to insurance company protocols and/or operating procedures. Customer agrees that any fines or any other costs incurred as a consequence of Customer’s failure to comply with this section shall be the sole responsibility of Customer. Customer agrees that if PEO receives a citation as a consequence of Customer’s failure to comply with this section, Customer’s fee and indemnification obligations shall apply. Customer will cooperate in accident/injury investigations by the applicable workers’ compensation carrier or its representative. If modified or light duty is required for a Covered Employee by applicable law or requested by PEO or its workers’ compensation carrier (including for the purpose of reducing the cost of claims that may be incurred), Customer may either (a) provide modified or light duty, or (b) pay a supplemental claims management **fee which may be established and charged by PEO.

Insurance & EPLI

6.1 Insurance. During the Service Term, Customer will at a minimum maintain the following insurance coverage: (i) comprehensive general liability insurance; (ii) Technology Errors and Omissions including Cyber ‑liability insurance; (iii) automobile liability insurance, including non‑owned and hired autos (to the extent any Covered Employees will be assigned to positions

requiring them to drive for Customer); and (iv) professional liability insurance, if appropriate, including, without limitation, malpractice or errors and omissions coverage and in compliance with any regulation mandating such coverage. Each of such policies will have as a minimum a limit of liability not less than $1,000,000 per occurrence. Upon request, PEO will be listed as an insured, or additional insured on the policy or on an alternate employer endorsement, or other similar endorsement. Upon request, Customer will furnish PEO with Certificates of Insurance as evidence of coverage. All insurance required under this Section will (a) be non-contributory with respect to any insurance carried by PEO; and (b) contain an express waiver of the insurer's right of subrogation and any other rights of recovery against PEO and such additional insureds.

6.2 Customer Provided Workers Compensation Insurance. In the event PEO agrees with Customer (in writing) that Customer will be providing workers' compensation insurance, the parties agree that the following shall control over any conflicting provisions in these PEO Service Terms:

a. Customer shall be solely responsible for obtaining and providing workers' compensation insurance for Covered Employees and all other Customer employees, in amounts no less than the amounts required by applicable law.
b. Customer shall ensure that such coverage applies to claims against PEO as well as claims against Customer. Customer shall secure from its workers compensation carrier a written authorization for Customer to provide workers compensation pursuant to the PEO Service Terms and Customer shall provide that written authorization to PEO. Customer shall indemnify, defend, and hold harmless PEO against any employee injury claims not covered by Customer's workers' compensation insurance.
c. Customer's workers' compensation insurance carrier shall issue to PEO a Certificate of Insurance (**COI**) naming PEO as an Insured on the policy, or on an alternate employer endorsement, or other similar endorsement that will require the insurance carrier to provide PEO with no less than thirty (30) days advance notice of any changes in Customer's coverage, and Customer shall also provide PEO with the same amount of written advance notice of any such changes. Customer shall provide PEO with additional proof of such coverage in a form acceptable to PEO, if requested.
d. Customer shall provide PEO with a minimum of thirty (30) days' written notice prior to hiring employees in any state where Customer does not have employees as of the date set forth below. In the event Customer employs workers in locations where Customer is not permitted to cover Covered Employees under PEO's workers' compensation insurance policy, and/or where PEO would be required to solely provide workers' compensation insurance for Covered Employees, PEO will not be required to provide services in such locations for Customer. Moreover, PEO may immediately and without advance notice terminate the PEO Service Terms if Customer employs workers in such locations without advance notice to PEO and written consent from PEO.
e. In the "monopolistic states," specifically Ohio, North Dakota, Washington, and Wyoming, where state law requires workers' compensation insurance coverage

to be purchased from a government-operated insurance fund, no election shall be permitted. PEO and Customer will cooperate to comply with applicable state law regarding workers' compensation insurance.

6.3 Employment Practices Liability Insurance. PEO will provide Employment Practices Liability Insurance (**EPLI**) for Covered Employees with respect to claims made and submitted for coverage (and arising from events occurring) during the Service Term. Customer is responsible for coverage for any claims that predate the Effective Date. In the event Customer maintains its own EPLI (separate from PEO's EPLI), Customer's insurance will be primary. In the event of a claim against Customer and/or PEO covered by PEO's EPLI, Customer will be responsible for payment of the deductible or self-insured retention (collectively, **Deductible**) including all legal fees and costs incurred within the Deductible. Customer will be responsible for any legal or general defense costs associated with any claim brought by a Covered Employee against Customer and/or PEO not covered by PEO's EPLI as well as any settlement or claim costs that exceed the amount paid by the EPLI carrier. PEO's EPLI will only apply to claims made and submitted for coverage during the Service Term and arising from events occurring during the Service Term. In the event of a conflict between the terms of the EPLI policy and the PEO Service Terms, the EPLI policy terms will control. PEO makes no representations regarding the insurance carrier, insurance limits, Deductible, or scope of coverage provided by PEO's EPLI policy, and all such terms are subject to change.

a. Notice of Claim or Circumstance. Customer shall notify the PEO in writing immediately, and in any event within five (5) business days after Customer first becomes aware of any claim, suit, demand, or circumstance that could reasonably be expected to give rise to coverage under any EPLI policy, whether maintained by Customer or by PEO. Failure to provide notice in the manner and within the timeframe specified herein may result in repudiation of coverage, in which event Customer shall be responsible for any losses, fines, penalties, or fees arising out of or relating to the matter.
b. Priority of Coverage. In the event of any conflict, overlap, or inconsistency between the terms, limits, or conditions of Customer's EPLI policy and the EPLI policy maintained by PEO with respect to a claim, the parties agree that the PEO's EPLI policy shall respond on a primary basis, and Customer's EPLI policy shall apply on an excess, non-contributory basis.

6.4 Insurance Carrier. Customer acknowledges that PEO is not an insurance carrier and that as such PEO is not subject to certain laws and regulations governing insurance or the sale of insurance.

Intellectual Property

7.1 Customer Intellectual Property. Any and all inventions, discoveries, improvements, copyrightable works, and creations, moral rights or waiver of moral rights, which Customer has previously, solely or jointly, conceived or made or may conceive or make during the Service Term, whether or not accomplished through the use of Covered Employees, shall be the sole and exclusive property of Customer (**Customer Intellectual Property**). Customer shall have

sole and exclusive responsibility for protecting its rights to such Customer Intellectual Property and to all of its other assets, and PEO shall have no responsibility or liability with regard to the same. Customer is the owner of any intellectual property rights existing before or created by Covered Employees relating to Customer's business, including inventions, patents, copyrights, trade secrets, or works made for hire. Customer, as owner of Customer Intellectual Property, is responsible for ensuring such intellectual property is protected and is responsible for the payment of any associated costs.

Fees

8.1 PEO Service Fees. **Fees** payable by Customer for PEO Services will include:

- Our **PEO Service Fee**, the flat monthly Service Fee charged for each Covered Employee;
- gross wages and other associated fees (such as taxes, withholdings, insurance, and other fees for providing related services) charged in connection with PEO Services or detailed in these PEO Service Terms;
- **Implementation Fee(s)** as detailed on the Platform;
- fees for providing administrative services such as wage imports, bank transfers, workers' compensation, tax administration (including contributions, premiums or deductibles), EPLI and 401k administration, COBRA or other coverage post termination, and tax registration and management (**Administrative Fees**); and
- all costs and expenses, including losses, damages, fines, penalties, settlements, and reasonable legal fees, incurred in connection with PEO Services.

PEO may adjust rates, Fees, or other charges at any time with thirty (30) days' advance notice, or immediately in the event of immediate or retroactive changes in payroll tax or insurance rates, changes in insurance requirements or costs, changes in workers' compensation insurance codes, any change in input costs to PEO, or changes that affect other Fees.

For non-exempt Covered Employees, Remote will invoice a minimum of forty (40) hours per week until we inform Customer otherwise.

8.2 Invoices. Following the Payroll Deadline, PEO will invoice Customer for payment. Upon receipt of the invoice, Customer will notify PEO of any errors or modifications proposed by Customer to such invoice; thereafter Customer waives any right to dispute the content of the invoice. Customer shall ensure that sufficient funds will be available to pay the amount of the invoice and that such funds will not be withdrawn by Customer until payment to PEO is complete. Prior to the Payroll Pay Date, Customer shall pay an amount equal to gross payroll, plus any other fees and charges invoiced with that payroll, including, but not limited to: PEO's Service Fee; all gross wages (including overtime, bonuses, severance, and commissions); applicable Implementation Fees and/or Administrative Fees, along with applicable federal, state, and local taxes and related charges (including, but not limited to, FICA, FUTA, and SUTA); workers' compensation insurance charges (including, but not limited to, assessments and administrative charges); EPLI fees, and other fees and charges attributable to PEO Services.

8.3 Payment Method. Customer agrees that payment will be made via automated clearing house transaction (**ACH**), funds drawdown transaction (**Reverse Wire**), or direct debit, and Customer shall cooperate with PEO in setting up such payments. Customer hereby authorizes PEO to deduct or debit from Customer's bank account any monies due and owing, outstanding, including outstanding Fees, retroactive changes in payroll tax amounts, unpaid insurance premiums, delinquent payroll and other related taxes including assessed fines, penalties and interest, charge backs due to Customer's bank account having insufficient funds (NSF charges), and any other amounts that may accrue or may become outstanding relating to services provided by PEO.

8.4 Fee Coverage. Customer acknowledges that Fees are calculated based on the number of Covered Employees for which PEO provided PEO Services during the month, regardless of the number of days or hours worked by the Covered Employee during that month, including Covered Employees who did not work during the month or applicable measuring period due to leave of absence or for any other reason.

8.5 Administrative Fees. Customer understands, acknowledges and agrees that any fees, charges or other amounts invoiced and/or paid pursuant to the PEO Service Terms may include, as part of their total, Administrative Fees for PEO, including, without limitation, amounts identified as taxes, contributions, premiums or deductibles that may not equal actual costs of PEO. Customer understands, acknowledges, and agrees that Administrative Fees form part of the reasonable compensation payable to PEO for the services provided pursuant to these PEO Service Terms.

8.6 Retroactive Fees or Charges. To the extent that any tax, premium or other cost of PEO is unilaterally increased by a governmental body or other third party beyond the control of PEO, whether prospectively or retroactively, Customer understands, acknowledges and agrees that PEO will invoice Customer for such increases and that any fees or charges associated with such increases will be due and payable in the same manner as any other fees or charges invoiced pursuant to this PEO Service Terms, even if such fees or charges are invoiced after the Service Term. Medical pricing will be based on the census provided and may change prior to implementation or if Covered Employee data or elections change; for the initial enrollment, Customer must absorb any resulting increases in both employee and employer cost shares.

8.7 Bankruptcy. Customer will immediately notify PEO of the initiation of any bankruptcy or receivership or insolvency proceedings of whatever form (whether voluntary or involuntary) against Customer. Customer agrees that any wages or taxes or contributions paid or advanced by PEO prior to such bankruptcy that remain unpaid by Customer shall be treated as outstanding wage obligations for the purposes of determining priority in the associated legal proceedings with the intended effect that PEO shall have the same rights as Covered Employees with respect to such wages and associated taxes and shall be entitled to relief as necessary to apply such status.

Indemnification and Liability

9.1 Customer indemnity. Customer will indemnify, defend, and hold PEO its Affiliates, agents, shareholders, non-Covered employees, officers, directors, assigns, insurers and representatives (**PEO Indemnified Parties**) harmless from and against any and all claims, losses, and liabilities of whatever nature (including liability to third parties, reasonable attorneys' fees and other costs at all levels of proceedings), and all other consequences of any sort, whether known or unknown, without limit and without regard to the cause or causes thereof arising from: (1) Customer's material breach of the PEO Service Terms or any representation or warranty associated with the PEO Service Terms; (2) Customer's violation of any of the Employment Laws or any other local, state or federal law, regulation, ordinance, directive or rule; (3) Customer's business or the products or services provided by Customer or PEO's products or services not used by Customer as intended or instructed by PEO; and (4) the unlawful, negligent, or willful actions or inactions of any Covered Employee, agent, or any other person employed by, associated with, or working for Customer. Without limiting the forgoing, Customer's obligations set forth above include and apply to: (a) claims for unpaid overtime, minimum wage, or other wages, or for wage statements that do not comply with applicable wage payment laws; (b) claims for failure to provide adequate meal and rest breaks; (c) failure to reimburse business related expenses; and (d) unlawful harassment and discrimination, subject to PEO's obligation to provide EPLI pursuant to these PEO Service Terms. **Customer's indemnity shall not be subject to the General Cap or Super Cap.**

9.2 PEO indemnity. PEO will indemnify, defend, and hold Customer, its officers, directors, non-Covered Employees, agents, shareholders, assigns, insurers and representatives (**Customer Indemnified Parties**) harmless from and against any and all claims, demands, losses, and liabilities of whatever nature (including liability to third parties, reasonable attorneys' fees and other costs at all levels of proceedings), and all other consequences of any sort, whether known or unknown, without limit and without regard to the cause or causes thereof arising from PEO's errors or omissions in the performance of duties expressly required by the PEO Service Terms. Without limiting the forgoing, PEO's obligations set forth above include and apply to PEO's failure to remit payroll taxes, workers' compensation premiums and state unemployment insurance. Such obligations are contingent upon Customer providing PEO with timely and accurate information, as well as payment by Customer to PEO of the required fees and charges. **PEO's indemnity shall be subject to the General Cap.**

9.3 Scope. PEO and Customer expressly agree that the indemnification provisions of the PEO Service Terms shall not be limited to claims, expenses or liabilities for which one of them is solely liable, but shall also apply to claims, expenses and liabilities for which PEO and Customer are jointly or concurrently liable. In such an event, if either of them advances funds in connection with a claim, expense or liability in excess of its pro rata share, such party shall be entitled to recover from the other party the difference between such party's share and the actual amount paid.

Customer's Representations and Warranties.

To the extent it may affect PEO's ability to compliantly provide PEO Services, Customer represents and warrants as follows:

10.1 Customer's Obligations to Covered Employees. (i) All compensation of the Covered Employees accrued prior to the Effective Date and for which Customer or any third party is responsible and obligated has been paid in full; (ii) there are no separate contracts, PEO terms or other arrangements existing with respect to the Covered Employees as a group or any of them which would bind or obligate Customer, except as expressly set forth herein; (iii) Customer will provide timely and accurate notification to PEO of the principal location of the workplace of each Covered Employee and each location where such Covered Employee performs services for Customer, and of any changes in such locations; and (iv) all pension, profit-sharing, or other employee benefit plans existing at the Effective Date are current and in compliance with applicable law, and execution of this PEO Service Terms will not be deemed a breach under the terms of those plans.

10.2 Accuracy of Data. As of the Effective Date, and throughout the Service Term, all information provided by the Customer in contemplation of the PEO Service Terms or pursuant hereto, including but not limited to financial data, employee lists, job descriptions and classifications, compensation, benefits, and time reports is and will be true and correct. Customer maintains, and will continue to maintain during the Service Term, to the extent required by law, systems and controls which ensure Covered Employees: (i) accurately record and receive credit for all hours worked; (ii) receive breaks and rest periods; and (iii) receive credit for applicable premium and overtime hours. No material adverse change has occurred in the financial condition of the Customer or any guarantor of Customer's obligations under these PEO Service Terms since the date upon which any financial data of Customer or guarantor were provided to Customer.

10.3 No Litigation. Except as previously disclosed to PEO in writing, there is no action, suit, proceeding or investigation pending, or, to the knowledge of Customer, threatened against Customer, related to the Covered Employees or the Customer's employer/employee relationship with the Covered Employees or which may result in a material adverse change in the financial condition of Customer or of any guarantor of Customer's obligations under the PEO Service Terms. Customer will advise PEO promptly upon the inception of any such action, suit, proceeding, investigation or threat thereof.

10.4 Compliance with Applicable Law. Customer has not violated any applicable statute or regulation in any respect, which would adversely affect the Covered Employees or Customer's employment relationship with the Covered Employees. Customer is and will remain in compliance with all applicable statutes, regulations, and executive orders respecting Covered Employees and employment practices, including but not limited to the state and federal employment laws. Customer acknowledges that certain requirements applicable to employers under various federal and state statutes, rules, are based on the status of the employer and number of employees, and that Customer's status under one or more of such statutes, rules, and regulations may change as a result of entering into the PEO Service Terms.

10.5 Work Site Safety. Customer is in compliance with all applicable Workplace Safety Laws, and Customer has maintained, and will continue to maintain throughout the term of this PEO

Service Terms, Customer's workplace(s), machinery, equipment, and environmental factors in compliance with applicable Workplace Safety Laws.

10.6 Obligations Met. Customer represents that it has met any and all prior premium and fee obligations with regard to workers' compensation premiums and employee leasing/professional employer organization payments, to all prior employee leasing/professional employer organizations and workers' compensation carriers, with which Customer has previously had a contractual relationship.

Termination

11.1 Immediate Termination By PEO. PEO may terminate the PEO Service Terms immediately, without prior written notice, in the event of: (1) Customer's material breach of the PEO Service Terms; (2) Customer's failure to pay any invoice when due or any other monetary obligation; (3) Customer's failure to comply with any PEO directive when such directive is for the purpose of compliance with applicable law; (4) Customer's failure to comply with a directive by an insurance carrier providing coverage with respect to Covered Employees; (5) Customer making a direct payment of taxable wages in violation of the PEO Service Terms; (6) Customer performing any act that expressly or implicitly disclaims Customer's obligations under this PEO Service Terms; (7) the threat of, or actual, filing by or against Customer for bankruptcy, reorganization or appointment of a receiver, supervisor, assignee, or liquidator over its assets or property; (8) a change in the composition or location of Covered Employees; (9) a money judgment against Customer which remains unsatisfied for more than thirty (30) days and has not been appealed and/or (10) Customer becoming a credit risk, as determined by PEO in its sole discretion.

11.2 Immediate Termination By Customer. Customer may terminate these PEO Service Terms in the event of a material breach by PEO following (1) a written notice of breach; and (2) a period of no less than thirty (30) days to cure the breach set forth in said notice.

11.3 Replacement Coverage. In the event that the PEO Service Terms are terminated, regardless of the reason for the termination, Customer will immediately secure: (i) replacement workers' compensation insurance for the benefit of the employees who continue their employment with Customer; and (ii) replacement group health insurance for the benefit of both the employees who continue their employment with Customer and any former employees (including dependents of such employees) of Customer who are maintaining COBRA continuation coverage under a PEO Plan or who are otherwise entitled to COBRA continuation coverage. Should Customer fail to obtain replacement group health insurance coverage in accordance with this section, Customer will pay to PEO a fee for each former Covered Employee, former employee of Customer, and/or dependent of a former Covered Employee or former employee of Customer who is maintaining COBRA continuation coverage under a PEO Plan for any period of time following the termination of the PEO Service Terms.

11.4 Effective Date of Termination. To the extent permitted by law, upon termination of the PEO Service Terms for any reason, or upon Customer's failure either to provide Payroll Data as

required herein or to timely pay as required herein, all PEO obligations set forth herein (including, without limitation, the payment of wages and the provision of benefits) will revert to Customer retroactive to the last date on which PEO was paid in full for PEO Services.

11.5 Transition Cooperation. In the event of termination, regardless of the reason for termination, PEO agrees to cooperate with Customer with the transitioning of payroll, workers' compensation insurance, group health insurance, EPLI, and all other PEO related functions to Customer or to Customer's chosen vendor. Additional fees may apply to such transition services.

Other Important Terms

12.1 Construction. PEO has prepared the PEO Service Terms and provided it to Customer for Customer's review. Customer has either retained counsel or had the opportunity to do so to review the PEO Service Terms. With respect to any dispute concerning the meaning of the PEO Service Terms, this PEO Service Terms will be interpreted as a whole with reference to its relevant provisions and in accordance with its fair meaning, and no part of the PEO Service Terms will be construed against PEO on the basis that PEO drafted it. These PEO Service Terms will be viewed as if prepared jointly by PEO and Customer.

12.2 False or Omitted Information. Any false statement or omission with regard to any information supplied by Customer to PEO in anticipation of Customer's contracting with PEO or at any other time will be deemed a material breach of the PEO Service Terms and PEO, at its option, may terminate the PEO Service Terms and seek appropriate relief.

12.3 Corporate Status. To the extent it may affect PEO's ability to compliantly provide PEO Services, Customer agrees to notify PEO promptly of any change in the corporate or operating status of Customer's business, including subsidiaries and affiliates.

12.4 Electronic Signature. By agreeing to these PEO Service Terms via the Platform, Customer agrees that PEO and Customer may transact business electronically pursuant to, and is deemed to have opted in, to the "Electronic Signatures in Global and National Commerce Act," P.L. 106-229, and any other similar state or local statute that authorizes electronic signatures in commerce. Customer agrees that PEO may rely on electronic authorization by Customer or a Covered Employee to make changes to employee or payroll records or data relating to a Covered Employee. Customer hereby releases PEO and waives any right to bring an action or seek damages from PEO based in whole or in part on electronic instructions or authorizations by Customer or a Covered Employee.

12.5 Scope of Services. Customer acknowledges and agrees that PEO is not engaged in the practice of law or the provision of legal, insurance, financial, tax, or investment advice or services, and that Customer alone is completely and independently responsible for its own legal rights and obligations, regardless of any human resource advice or form which may be supplied to Customer. Customer at all times retains the right to seek appropriate advice from professionals of its own choosing, including, but not limited to attorneys and accountants. PEO

performing certain employer functions does not establish an obligation to perform all employer related functions, and PEO reserves the right to reject claims by Covered Employees with respect to matters that are not the responsibility of PEO. PEO will provide only the services expressly described in these PEO Service Terms. No other services will be provided or implied. PEO is not obligated to provide, nor is it responsible for, strategic, operational or other business-related decisions with regard to Customer's business. Nor shall PEO have any obligation to provide equipment for Covered Employees.

12.6 Terms Surviving Termination of PEO Service Terms. Termination of this PEO Service Terms will not affect the continuation of any outstanding obligation or liability incurred by either party during the Service Term. The obligation of either party to notify, indemnify, defend and hold harmless the other under the PEO Service Terms will continue after the termination hereof with respect to events occurring prior to such termination.

12.7 No Inducement. Customer understands, acknowledges and agrees that PEO Services provided pursuant to the PEO Service Terms are not being provided as an inducement to purchase insurance coverage of any kind, nor do such services constitute insurance or the sale of insurance of any kind.

12.8 Duty to Cooperate. Each party will have the duty to cooperate with the other in the event of any claim filed by an employee or former employee, or any government agency investigation of a complaint filed by an employee or former employee covered by the PEO Service Terms. Such duty will survive the termination of the PEO Service Terms. Customer agrees to cooperate with PEO as needed for any state licensing and/or registration requirements. Customer further agrees to cooperate with PEO as needed for compliance with any additional state statute, regulation, or other requirement not aforementioned or referenced above or below. Such duties will survive the termination of the PEO Service Terms.

State Addendum PEO Service Terms

The following state-specific provisions apply only in the respective states where a Covered Employee works during the Service Term. In the event of a conflict between a state-specific provision and the PEO Service Terms, the state-specific provision shall control. Where rights are reserved in order to comply with state or federal laws requiring the reservation of such rights by a PEO, the rights are reserved only to the extent required by such laws. While PEO reserves sufficient rights to perform its core services for Customer, PEO does not reserve or exercise a right to control the “essential terms and conditions of employment” for the Covered Employees as defined in 29 CFR 103.40(d). This Preamble shall be applicable in all states where Covered Employees work during the Service Term of the PEO Service Terms, whether or not there is an applicable state-specific provision. PEO will provide, and Customer will cooperate with PEO in providing, written notice to Covered Employees of the general nature of the professional employer organization relationship, to the extent required under applicable professional employer organization licensing and registration laws.

Updated April 30, 2026

1. Alabama

    a. As provided by Alabama Statute §25-14-9 of the Alabama Professional Employer Organization Registration Act, PEO: (i) reserves a right of direction and control over each Covered Employee; (ii) assumes responsibility for the payment of wages (excluding payments beyond or in addition to Covered Employees' salary, draw, or regular rate of pay) to each Covered Employee and to withhold, collect, report, and remit payroll-related and unemployment taxes to the extent Customer has funded those obligations; and (iii) retains a right to hire, terminate, and discipline each Covered Employee.
    b. Except as otherwise provided in the PEO Service Terms or herein, Customer retains the exclusive right to direct or control Covered Employees as is necessary to conduct the business of Customer, to discharge the fiduciary responsibilities of Customer, or to comply with any licensure requirements application to Customer or Covered Employees.
    c. Customer is solely responsible for directing, supervising, training, and controlling the work of Covered Employees with respect to the business activities of Customer and is solely responsible for the acts, errors, or omissions of Covered Employees with regard to those activities.
    d. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance, including liquor liability insurance, carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment PEO Service Terms, insurance contract or bond.
    e. Upon termination of this PEO Service Terms, PEO will provide to Customer, if requested, records regarding the loss experience related to workers' compensation insurance provided to Covered Employees.
    f. PEO is registered as a PEO and regulated by the Alabama Department of Labor, PEO Division, 649 Monroe Street, Montgomery, AL 36131; phone: (800) 528-5166. Any questions or complaints may be directed to the Director of the Alabama Department of Labor, Professional Employer Organization Division.
2. Alaska

    a. Customer shall post notice of workers' compensation insurance coverage in three (3) conspicuous locations at Customer's workplace(s) where Covered Employees provide services to Customer, in accordance with state requirements.
3. Arizona

    a. If Customer employs any workers in addition to Covered Employees, Customer will provide to PEO the name of the workers' compensation insurance carrier that is providing workers' compensation coverage to such workers and any other related information required by the State.

b. Customer shall comply with and agrees to be considered the sole employer for purposes of the Legal Arizona Workers Act and to the extent not prohibited by applicable law, the obligation to comply with this Act is retained solely and exclusively by Customer.
c. If requested by Customer, upon termination of the PEO Service Terms, PEO will provide to Customer records regarding the premiums and loss experience related to workers' compensation insurance provided to Covered Employees under the PEO Service Terms.

4. Arkansas

a. As provided by Arkansas Professional Employer Organization Recognition and Licensing Act, Section 23-92-409 PEO: (i) reserves a right of direction and control over each Covered Employee; (ii) assumes responsibility for the payment of wages and salaries to each Covered Employee and to withhold, collect, report, and remit payroll-related and employment taxes; (iii) assumes responsibility to make payments for employee benefits for Covered Employees under the PEO Service Terms (if any); and (iv) retains a right to hire, terminate, and discipline each Covered Employee.
b. The authority to hire, terminate and discipline Covered Employees is specifically retained by Customer.
c. Except as otherwise provided herein, Customer retains the exclusive right to direct or control Covered Employees as is necessary to conduct the business of Customer, to discharge the fiduciary responsibilities of Customer, or to comply with any licensure requirements application to Customer or Covered Employees.
d. Customer is solely responsible for directing, supervising, training, and controlling the work of Covered Employees with respect to the business activities of Customer and is solely responsible for the acts, errors, or omissions of Covered Employees with regard to those activities.
e. During the Service Term of this PEO Service Terms and for ninety (90) days thereafter, Customer may request records of applicable: (i) payroll records; (ii) workers' compensation coverage, losses, and claims; and (iii) employee benefits (if any). Customer will pay PEO for all reasonable expenses incurred in reproducing such records.
f. A Covered Employee is not, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment PEO Service Terms, insurance contract or bond.

5. California

a. With or without consulting assistance from PEO, Customer is solely responsible for completing anti-harassment training, to the extent required by California law, for all Covered Employees either live or online, every two (2) years and within six

(6) months of a Covered Employee being hired or being promoted to supervisor position.

b. Customer will not engage in operating a garment manufacturing operation or a car wash operation without PEO's written consent.
c. Customer assumes all civil legal responsibility and civil liability under California Labor Code Section 2810.3.
d. Customer is responsible for implementing and maintaining an Illness Injury and Prevention Program and for otherwise complying with all California mandated health and safety requirements, with or without consulting assistance from PEO.
e. Customer is responsible for complying with posting and notice requirements under California law, including but not limited to the Wage Theft Protection Act notices, EDD mandated unemployment and disability insurance notices, expense reimbursement, and new hire workers' compensation insurance related notices.
f. Customer is responsible for ensuring compliance with California meal period, rest break, heat related break, seating, split shift, and minimum reporting time pay requirements, with or without consulting assistance from PEO.
g. Customer will provide paid sick leave to Covered Employees to the full extent required by California state and local law, with or without consulting assistance from PEO.
h. Customer is solely responsible for all costs associated with "first aid" claims as defined by California law.
i. Customer agrees that PEO is not a joint employer for purposes of liability pursuant to the California Wage Orders, Labor Code, and Government Code.
j. Customer agrees that Customer and PEO are not joint employers or dual employers, as those terms are defined by Cal/OSHA. Customer is responsible for reporting and recordkeeping requirements under Cal/OSHA regulations related to work-related fatalities, injuries and illnesses of Covered Employees.
k. Customer is responsible for California business taxes, including without limitation, environmental fees required under California Health and Safety Code.
l. Customer is responsible for paycheck statement compliance under California law and compliance with California Labor Code Section 226. Customer shall collect and maintain, and ensure payroll statements are issued to Covered Employees which include, the following information: (1) gross wages earned; (2) total hours worked, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable piece rate if paying on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for payment; (7) the name of the Covered Employee and only the last four digits of their social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Customer acknowledges and agrees that it is responsible to issue its own

statements as needed to ensure that all of this information has been provided to Covered Employees in compliance with Labor Code Section 226 and other California wage statement laws and regulations in addition to any payroll statements that may be issued by PEO.

m. To the extent Customer compensates Covered Employees by the job, load, delivery, or piece, Customer is solely responsible for ensuring that its pay practices comply with California wage laws. Included in this requirement is the obligation to ensure Covered Employees are paid the applicable minimum wage and overtime rates (if applicable) for hours worked as well as compensable down time and paid rest time, to the extent required by law.
n. To the extent Customer pays any Covered Employees commissions, Customer is solely responsible for compliance with California Labor Code section 2751.
o. Customer is responsible for complying with privacy rights requirements, including without limitation the requirements set forth in California Civil Code, sections 1798.100 to 1798.199, and any related regulations or guidance provided by the California Attorney General and/or the California Privacy Protection Agency.With or without consulting assistance from PEO, Customer is solely responsible for compliance with workplace violence prevention requirements, including without limitation: (i) implementing and maintaining a Workplace Violence Prevention Plan; (ii) providing any necessary or required training for Covered Employees regarding the Workplace Violence Prevention Plan; and (iii) creating and maintaining any required or necessary logs or other records or documentation.

6. Colorado

    a. PEO intends to assign Covered Employees to Customer on a long-term basis and not reassign Covered Employees to a series of limited-term assignments.
    b. PEO reserves a right of direction and control over Covered Employees.
    c. PEO reserves a right to set Covered Employees' rate of pay and to pay Covered Employees from its own accounts.
    d. PEO reserves a right to hire, discipline, terminate, and reassign Covered Employees.

7. Connecticut

    a. PEO (i) assumes responsibility for the payment of wages and salaries to each Covered Employee and for withholding, collecting, reporting, and remittance of payroll-related and unemployment taxes; and (ii) for making payments for employee benefits for Covered Employees under the PEO Service Terms (if any).
    b. Customer is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Customer’s business; (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Customer; and (iii) the acts, errors, or omissions of Customer or any Covered Employee with respect to the business activities of Customer.

c. A Covered Employee is not, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment PEO Service Terms, insurance contract or bond.
d. To the extent Customer wants to pay Covered Employees on a different frequency than permitted under applicable law (i.e., weekly or bi-weekly), Customer is solely responsible to obtain the required approval from the Connecticut Department of Labor.

8. District of Columbia

a. Customer will provide paid sick leave to Covered Employees to the full extent required by District of Columbia's Accrued Sick and Safe Leave Act (ASSL), with or without consulting assistance from PEO.
b. If Customer requests that PEO make any payments to or for the benefit of Customer or any Covered Employee or perform any other act required under the ASSL, such request shall be in writing, and Customer expressly agrees to pay any associated additional fees or costs in accordance with the terms of this PEO Service Terms.
c. Customer shall reimburse PEO for all fees and expenses incurred by PEO in paying such outstanding amounts. Such reimbursement shall include, but not limited to, any owed contributions, administrative assessments, penalties and/or interest imposed by the DES against Customer's unemployment account.

9. Florida

a. PEO assumes such responsibility for the payment of wages to the Covered Employees without regard to payments by Customer to PEO as is required by applicable law. In the event Customer does not pay PEO for all services rendered, PEO may pay Covered Employees at the minimum wage rate or minimum salary provided for in the Fair Labor Standards Act and pursuant to Florida law. This provision in no way affects the obligation of Customer to pay PEO for all services rendered and in no way affects the obligations of Customer pursuant to local, state and federal law, including but not limited to the requirement to timely pay all Covered Employees their regular rate of pay through PEO (or directly, if otherwise required by law). Notwithstanding anything to the contrary, unless otherwise required by law, the term "wages," pursuant to Florida Administrative Code Section 61G7-6.001, does not include any obligation on the part of PEO to assume any contractual obligation which may exist between Customer and any Covered Employee, or any other compensation or benefit, in any form and does not include any obligation between Customer and any Covered Employee for payments beyond or in addition to the Covered Employee's salary, draw, or regular rate of pay unless PEO specifically adopts such obligations by way of a written PEO Service Terms entered into with the

Covered Employee and signed by a Controlling Person of PEO. The parties agree that as of the Effective Date of this PEO Service Terms, PEO has not entered into any such written PEO Service Terms with any Covered Employee and has not assumed any of the aforementioned obligations of Customer as set forth in this Section. In this regard, PEO does not assume responsibility for payment of bonuses, commissions, severance pay, deferred compensation, any other compensation or benefit in any form, profit sharing, vacation pay, sick leave, or other paid time off pay, or for any other payment not required by law, where payment for such items has not been received by PEO from Customer and PEO assumes no contractual obligation which may exist between Customer and any Covered Employee. PEO reserves a right of direction and control over Covered Employees. Customer maintains such direction and control over the Covered Employees as is necessary to conduct Customer's business and without which Customer would be unable to conduct its business, discharge any fiduciary responsibility which it may have, or comply with any applicable licensure, regulatory, or statutory requirement of Customer.

b. PEO shall prepare and distribute payroll disbursements to Covered Employees, make the appropriate payroll deductions and collection of taxes, file the appropriate reports and make payment to proper governmental authorities for federal, state, and local income taxes, Social Security tax, federal and state unemployment insurance taxes and any other local, state or federal tax directly attributed to the employment of the Covered Employees. PEO shall maintain necessary records and comply with reporting procedures and PEO assumes full responsibility for the payment of payroll taxes and collection of taxes from payroll on Covered Employees regarding payroll reported to and paid by PEO.
c. PEO shall secure workers' compensation coverage in such amounts as is required by applicable law. This will be accomplished by way of a workers' compensation policy issued to PEO by a carrier admitted to issue such policies in the State of Florida. PEO assumes full responsibility for the withholding and remittance of payroll-related taxes for Covered Employees.
d. PEO reserves such right of direction and control over Covered Employees and shall retain such authority to hire, terminate, discipline, and reassign Covered Employees as may be necessary to fulfill PEO's obligations under Florida law. Customer shall, however, retain such sufficient direction and control over the Covered Employees as is necessary to conduct Customer's business and without which Customer would be unable to conduct its business, discharge any fiduciary responsibility that it may have, or comply with any applicable licensure, regulatory, or statutory requirement of Customer. Additionally, to the extent not prohibited by applicable law and Florida Administrative Code Section 61G7-6.001, Customer will exercise the assignment of performing such rights and authority to allow Customer to exercise sole and exclusive control over the day-to-day job duties of all Covered Employees and sole and exclusive control over the job site at which, or from which, Covered Employees perform their services. Customer expressly absolves PEO of control over the day-to-day job

duties of the Covered Employees and over the job site at which, or from which, Covered Employees perform their services. Additionally, Customer and not PEO, shall have the right to control the manner, means, and details of the work performed by the Covered Employees. In this regard, authority to change Covered Employees' employment and working conditions, the services provided by Covered Employees, the tools and equipment used by Covered Employees, and the ability to determine Covered Employees' rate and method of pay are all the responsibility of Customer. The parties acknowledge and agree that any retention of any right of direction and control and any right to hire, terminate, discipline, and reassign the Covered Employees by PEO, to the extent not prohibited by applicable law, does not require the actual exercise of such authority, responsibilities or rights by PEO. PEO only reserves and retains such rights, responsibilities, and authority as is required by applicable law and employment responsibilities not those of PEO pursuant to this Service PEO Service Terms or applicable law shall remain with Customer. The Customer has the right to accept or cancel the assignment of any Covered Employee. PEO retains authority to hire, terminate, discipline, and reassign the Covered Employees, to the extent necessary to fulfill PEO's obligations under State law. Customer retains the right to accept or cancel the assignment of any Covered Employee.

e. PEO retains such right of direction and control over management of safety, risk, and hazard control at the worksite or sites affecting its Covered Employees, including, with regard to Covered Employees: such responsibility for performing safety inspections of Customer equipment and premises; such responsibility for the promulgation and administration of employment and safety policies; and such responsibility for the management of workers' compensation claims, claims filings, and related procedures, as is required by Florida law. Notwithstanding this provision, to the extent not prohibited by Florida law and Florida Administrative Code Section 61G7-6.001, Customer has contractually undertaken the assignment of performing such rights and responsibilities so as to allow Customer to exercise sole and exclusive direction and control over the following: the management of safety, risk, and hazard control at the worksite or sites affecting Covered Employees, including responsibility for performing safety inspections of Customer equipment and premises; and responsibility for the promulgation and administration of employment and safety policies. Customer agrees that PEO, as a professional employer organization, has no presence at any Customer worksite(s) and cannot and is not warranting the safety of Customer's business and worksite(s) and Customer expressly waives any claim against any PEO Indemnified Party based on any safety, risk or hazard issue at Customer's worksite(s). Customer acknowledges that PEO, in either providing or not providing such assistance and responsibility as set forth in this Addendum Section assumes no liability and no responsibility regarding safety issues at Customer's worksite(s). While PEO shall retain such right of direction and control over the management of safety, risk and hazard control involving Covered

Employees performing work at Customer worksite(s), as is required by applicable law, compliance with all applicable laws related to such matters is a responsibility of Customer. Additionally, PEO shall not be liable for any workers' compensation claim from any employee of Customer or from anyone else who is not a Covered Employee. Also, unless otherwise required by law, PEO shall not be liable for any workers' compensation claim from any employee of Customer, when Customer is maintaining its own workers' compensation policy. PEO retains a right of direction and control over management of safety, risk, and hazard control at the worksite or sites affecting the Covered Employees, including: (1) responsibility for performing safety inspections of Customer's equipment and premises; (2) responsibility for the promulgation and administration of employment and safety policies; and (3) responsibility for the management of workers' compensation claims, the filings thereof, and procedures related thereto.

f. PEO and Customer shall each notify, in writing, all Covered Employees of the inception and termination of this Service PEO Service Terms. PEO and its assigns retain a right to conduct an annual onsite physical examination of Customer to conduct audits of workers' compensation classifications and payroll amounts of Covered Employees.
g. Under penalty of perjury, the undersigned representative of Customer declares that Customer has met any and all prior premium and fee obligations with regard to workers' compensation premiums and employee leasing/professional employer organization payments, to all prior employee leasing/professional employer organization and workers' compensation carriers, with which Customer has previously had a contractual relationship.
h. Upon any request by PEO or its assigns, and at least annually, Customer shall allow an on-site physical examination of such books, records, documents and other information sources deemed appropriate by PEO and/or its assigns to aid PEO and/or its assigns in the determination of proper workers' compensation classifications of Covered Employees and to aid in the determination of payroll amounts paid to such Covered Employees to the extent set forth in Section 440.381, Florida Statutes, and the rules promulgated thereunder. Such examination shall be strictly for the purposes of determining proper workers' compensation classifications of Covered Employees and to aid in the determination of payroll amounts paid to such Covered Employees. Customer shall remain obligated to PEO for any misclassification, delinquency and/or unpaid premium amount found in the audit. This provision shall survive the expiration or other termination of this Service PEO Service Terms.
i. PEO does not assume any responsibility for and makes no assurances, warranties, or guarantees as to the ability or competence of any Covered Employee. This PEO Service Terms in no way alters any responsibilities of Customer which arise from Section 768.096, Florida Statutes, and Customer assumes all responsibilities pursuant to Section 768.096, including, but not limited to, responsibility to perform any and all work history, reference checks and

background checks on Covered Employees, including driving record and accident record background checks.

j. Customer shall immediately report to PEO all complaints, allegations or incidents of any tortious misconduct or workplace safety violations, regardless of the source. Customer shall provide to PEO complete and accurate disclosure of all circumstances surrounding such matters.

k. To the extent allowed by law, all obligations placed upon an employer by applicable law, or by Customer's decision, to verify the eligibility of an individual for employment through the E-Verify system operated by the United States Department of Homeland Security ("E-Verify system") or any successor program and to in any manner utilize the E-Verify system, including the obligation to comply with Section 448.095, Florida Statutes, are retained solely and exclusively by Customer. This includes, but is not limited to, the obligation of Customer, and not PEO, to verify the employment eligibility of any new employee of Customer whether or not in a professional employer organization relationship, by utilizing the E-Verify system. In addition, to the extent allowed by law, Customer is solely and exclusively responsible to properly obtain and to maintain all supporting E-Verify documentation and to certify to the State of Florida Customer's compliance with Section 448.095, Florida Statutes. Any fines or other penalties resulting from Customer's failure to follow proper immigration, I-9, or E-Verify obligations, procedures and processes shall be Customer's sole responsibility.

10. Georgia

a. PEO is a Professional Employer Organization, as that term is defined under Georgia Code Sections 34-8-32 and 34-7-6. As such, PEO: (i) assumes responsibility for payment of the wages of Covered Employees, and for the withholding and payment of payroll taxes; and (ii) reserves a right of direction and control over Covered Employees.

b. Customer is considered to be the sole employer of Covered Employees for licensing purposes.

11. Hawaii

a. Pursuant to Hawaii Revised Statute §373L-1 and §373L-6, PEO will serve as the employer of record during the Service Term of this PEO Service Terms for purposes of complying with all laws relating to unemployment insurance, workers' compensation, temporary disability insurance, and prepaid health care coverage.

b. Customer retains the exclusive right to direct and control Covered Employees as necessary to conduct Customer's business, discharge Customer's fiduciary responsibilities, and comply with the licensure requirements that apply to Covered Employees.

c. Customer is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Customer's business; (ii) directing, supervising, training, and controlling the work of a

Covered Employee with respect to the business activities of Customer; and (iii) the acts, errors, or omissions of Customer or any Covered Employee with respect to the business activities of Customer.

12. Idaho

    a. Pursuant to the Idaho Professional Employer Recognition Act Section 44-2405, PEO: (i) reserves a right of direction and control over Covered Employees; (ii) assumes responsibility for the withholding and remittance of payroll-related taxes and employee benefits from its own accounts, as long as the PEO Service Terms remains in force; and (iii) retains authority to hire, terminate, discipline, and reassign Covered Employees.
    b. Customer retains such sufficient direction and control over Covered Employees as is necessary to conduct Customer's business and without which Customer would be unable to conduct its business, discharge any fiduciary responsibility which it may have, or comply with any applicable licensure, regulatory or statutory requirement of Customer.
    c. Customer retains the right to accept or cancel the assignment of any Covered Employee.
    d. A Covered Employee is not, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment PEO Service Terms, insurance contract or bond.

13. Illinois

    a. Customer will provide to PEO Customer’s unemployment insurance account number, a general description of Customer’s business and business locations, and a power of attorney with respect to Customer identity reports to the Department of Employment Security, in accordance with state law.
    b. If PEO is reporting contributions for unemployment at the PEO level, PEO in conjunction with Customer: (i) retains a right of direction and control over Covered Employees; and (ii) retains a right to hire and terminate Covered Employees; and PEO assumes responsibility for the withholding and remittance of payroll-related taxes and employee benefits from its own accounts.

14. Indiana

    a. Pursuant to Indiana Statute §27-16-7-2, PEO assumes responsibility for: (i) payment of wages to Covered Employees; (ii) withholding, collection, reporting, and remittance of payroll related and unemployment taxes; and (iii) making payments for employee benefits for Covered Employees (if any).
    b. PEO may exercise and enforce only the rights and is obligated to perform only the duties and responsibilities that are required of PEO or specifically allocated to PEO under state law and this PEO Service Terms.

c. Customer retains the exclusive right to direct and control Covered Employees as necessary to: (i) conduct Customer's business; (ii) discharge Customer's fiduciary responsibilities; and (iii) comply with licensure requirements that apply to Customer or Covered Employees.
d. At or after termination of this PEO Service Terms, PEO will provide to Customer, if requested, records regarding the loss experience related to workers' compensation insurance provided to Covered Employees under this PEO Service Terms.
e. PEO is not responsible for an obligation between Customer and a Covered Employee for payments in addition to Covered Employee's salary, draw, or regular rate of pay, including bonuses, commissions, severance pay, deferred compensation, profit sharing, or vacation, sick, or other paid time off unless expressly agreed to in this PEO Service Terms.
f. Customer is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Customer's business; (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Customer; and (iii) the acts, errors, or omissions of Customer or any Covered Employee with respect to the business activities of Customer.

15. Kansas

a. Pursuant to the Kansas Professional Employer Organization Registration Act, K.S.A. 44-1707, PEO (i) assumes responsibility for the payment of wages to Covered Employees and the withholding and remittance of payroll-related taxes; (ii) assumes responsibility to make payments for employee benefits for Covered Employees under the PEO Service Terms (if any); and (iii) retains a right to hire, terminate, and discipline Covered Employees only as necessary to fulfill PEO's responsibilities under this PEO Service Terms and state law.
b. Customer is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship, including the right to hire, discipline, and terminate a Covered Employee.
c. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the PEO Service Terms. The rights, duties, and obligations of PEO as co-employer with respect to any Covered Employee are limited to those arising under the PEO Service Terms and state law during the term of co-employment by PEO of the Covered Employee.
d. Customer is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Customer's business; (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Customer; and (iii) the acts, errors, or omissions of Customer or any Covered Employee with respect to the business activities of Customer.

e. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment PEO Service Terms, insurance contract or bond.
f. PEO will provide, and Customer will post, in a conspicuous place at Customer's worksite, a notice to Covered Employees informing them of the general nature of the co-employment relationship between PEO and Customer, as well as any other notices required by state law relating to unemployment compensation and minimum wages.

16. Kentucky

a. Pursuant to Kentucky Revised Statute Section 336.242, PEO: (i) assumes responsibility for the payment of wages to Covered Employees; (ii) withhold, collect, report and remit payroll and unemployment taxes; (iii) assumes responsibility to make payments for employee benefits for Covered Employees under the PEO Service Terms (if any); and (iv) retains a right to hire, discipline, and terminate Covered Employees as may be necessary to fulfill the professional employer organization's responsibilities under Kentucky Revised Statute Sections 336.230 to 336.250, and PEO's responsibilities under the PEO Service Terms.
b. Customer retains the exclusive right to direct and control Covered Employees as is necessary to conduct its business, to discharge any of its fiduciary responsibilities, and to comply with any applicable licensure requirements.
c. PEO shall not be liable for the acts, errors or omissions of a Customer or of any assigned worker acting under the direction and control of a Customer.
d. Customer is solely responsible for: (i) workplace safety and for the quality and adequacy of the goods and services produced or sold in Customer's business; (ii) directing, supervising, training, retaining, and controlling the work of the Covered Employees with respect to the business activities of Customer and solely responsible for the acts, errors, or omissions of the Covered Employees with regard to these activities.
e. Covered Employees are not, solely as a result of being Covered Employees of the PEO, employees of the PEO for the purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or liquor liability insurance carried by the PEO.

17. Louisiana

a. Pursuant to the Louisiana Professional Employer Act, Revised Statutes, Sections 22:1741-1751 (Part VII—Professional Employer Organizations), and Sections 23:1761-1769 (Part XII—Professional Employer Organizations), PEO (i) assumes responsibility for the payment of wages to Covered Employees and the

withholding and remittance of payroll-related taxes; and (ii) retains a right to hire, terminate, and discipline Covered Employees.

b. Customer retains control over its business enterprise and exercises direction and control of Covered Employees as to the manner and method of work done in furtherance of Customer's business.
c. To the extent any Covered Employees are providing services to Customer in Louisiana, this PEO Service Terms is executed between PEO and Customer subject to the provisions of Sections 23:1761-1769 (Part XII—Professional Employer Organizations), and 22:1741-1751 (Part VII—Professional Employer Organizations) of the Louisiana Revised Statutes, and the Parties intend for this PEO Service Terms to be ongoing, rather than temporary.

18. Maine

a. As required by Maine Revised Statute Title 32, Chapter 125 Sections 14051 and 14055(5):
b. Customer is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship, including the right to hire, discipline, and terminate a Covered Employee.
c. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the PEO Service Terms. iii. Only to the extent required by state law in order to provide the services contemplated by this PEO Service Terms, and for no other purpose express or implied, PEO reserves a right of direction and control over each Covered Employee.
d. Customer may report any complaints regarding PEO to the Bureau of Consumer Credit Protection**.**

19. Maryland

a. PEO (i) assumes responsibility for the payment of wages to Covered Employees and the withholding and remittance of payroll-related taxes, including payment of wages to Covered Employees from its own accounts; and (ii) reserves a right to hire, assign, discipline, terminate, and reassign Covered Employees.

20. Massachusetts

a. Customer will notify the Massachusetts Department of Unemployment Assistance of the commencement of the professional employer organization relationship at least sixty (60) days prior to the next due date for the payment of unemployment insurance contributions in accordance with 430 Mass. Code Regs. section 5.10, and thereafter provide proof of proper notice to PEO.
b. PEO shall have a right to hire and terminate Covered Employees, but only to the extent necessary to fulfill PEO's responsibilities as set forth in this PEO Service Terms or pursuant to Mass. Gen. Laws, Ch. 149, sections 192 to 203, inclusive,

and Customer shall have the right to hire, discipline, and terminate Covered Employees.

c. Upon initiation of the professional employer organization relationship, PEO shall provide, and Customer will post in a conspicuous location at Customer's worksite, a notice to Covered Employees informing them of the general nature of the co-employment relationship between PEO and Customer, as required under Mass. Gen. Laws, Ch. 149, section 197(c).
d. Upon termination of the professional employer organization relationship, PEO shall provide Covered Employees with written notice of the termination of the professional employer organization relationship, as required under Mass. Gen. Laws, Ch. 149, section 197(d).
e. Customer retains control over its business enterprise and exercises direction and control of Covered Employees as to the manner and method of work done in furtherance of Customer's business.
f. Customer is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Customer's business; and (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Customer.
g. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment PEO Service Terms, insurance contract or bond.
h. Customer is considered to be the sole employer of Covered Employees for licensing purposes.
i. Customer will cooperate with PEO to post required notice in Customer's workplace regarding the general nature of the relationship between PEO and Customer, as required under 454 Code of Mass. Regs., section 30.06.

21. Michigan

a. Pursuant to the Michigan Professional Employer Organization Regulatory Act ("Act"), Michigan Compiled Law Section 338.3737, PEO (i) assumes responsibility for the payment of wages to Covered Employees and the withholding, collecting, reporting, and remittance of payroll-related taxes; (ii) assumes responsibility to make payments for employee benefits for Covered Employees under the PEO Service Terms (if any); and (iii) retains a right to hire, promote, reassign, terminate, and discipline Covered Employees. Customer may also hire, promote, terminate, reassign, and discipline Covered Employees.
b. Both PEO and Customer agree to comply with the Michigan Worker's Disability Compensation Act of 1969.
c. Pursuant to the Michigan Professional Employer Organization Regulatory Act ("Act"), Michigan Compiled Law Section 338.3739, Customer is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of

goods or services produced or sold in Customer's business; and (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Customer.

d. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment PEO Service Terms, insurance contract or bond.
e. Pursuant to Michigan Administrative Code Section 421.190, Customer acknowledges that neither PEO, nor any individual owner of PEO, has an ownership interest of more than 20% in Customer, if any, nor does PEO have direct or indirect control over Customer, including any Customer subsidiaries or affiliates, Customer does not have more than a 20% ownership interest in PEO, if any.

22. Missouri

a. Pursuant to Missouri Professional Employer Organization Act, Section 285.730, Customer retains the exclusive right to direct and control Covered Employees as is necessary to conduct Customer's business, to discharge any of Customer's fiduciary responsibilities, or to comply with any licensure requirements applicable to Customer or to Covered Employees.
b. PEO shall be entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required under Sections 285.700 to 285.750 or set forth in the PEO Service Terms.
c. As provided by Missouri Professional Employer Organization Act, Section 285.730, PEO: (i) assumes responsibility for paying wages to Covered Employee; (ii) assumes responsibility to withhold, collect, report, and remit payroll-related and employment taxes; and (iii) assumes responsibility to make payments for employee benefits for Covered Employees under the PEO Service Terms (if any).
d. PEO shall have a right to hire and terminate Covered Employees, but only to the extent necessary to fulfill PEO's responsibilities as set forth in this PEO Service Terms or pursuant to Missouri Professional Employer Organization Act, Sections 285.700 to 285.750, inclusive, and Customer shall have the right to hire, discipline, and terminate Covered Employees.
e. Customer shall be solely responsible for: (i) the quality, adequacy, or safety of the goods or services produced or sold in Customer's business; and (ii) directing, supervising, training, and controlling the work of the Covered Employees with respect to the business activities of Customer and solely responsible for the acts, errors, or omissions of the Covered Employees with regard to such activities.
f. A Covered Employee is not, solely as the result of being a covered employee of PEO, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability that is not covered by workers'

compensation, or liquor liability insurance carried by PEO, unless the Covered Employees are included by specific reference in the professional employer PEO Service Terms and applicable prearranged employment contract, insurance contract, or bond.

23. Montana

a. Pursuant to the Montana Professional Employer Organizations and Groups Licensing Act, MCL § 39-8-207, PEO (i) reserves a right of direction and control over Covered Employees; (ii) assumes responsibility for the payment of wages to Covered Employees, workers' compensation premiums, payroll-related taxes, and employee benefits (if any) from its own accounts without regard to payment by Customer to PEO; and (iii) retains authority to hire, terminate, discipline, and reassign Covered Employees.
b. Customer retains sufficient direction or control over Covered Employees as is necessary to conduct its business and without which Customer would be unable to conduct its business, discharge its fiduciary responsibilities, or comply with state licensing laws.
c. Customer will have the right to accept or cancel the assignment of a Covered Employee.
d. Customer is solely responsible for compliance with the Montana Safety Culture Act, Title 39, chapter 71, part 15.
e. Customer is solely responsible for compliance with Montana's Wrongful Discharge from Employment Act, MT Code Section 39-2-901, *et seq*. (WDFEA), and a Covered Employee's employment status with Customer, under the WDFEA does not alter Covered Employee's status with PEO.
f. With respect to Covered Employees, Customer shares joint and several liability for any wages, workers' compensation premiums, and payroll-related taxes and for any benefits left unpaid by PEO. In the event that PEO's PEO license is suspended or revoked, this liability is retroactive to Customer's entering into this PEO Service Terms.

24. Nebraska

a. Pursuant to Nebraska Revised Statute §48-2701, *et. seq.* of the Nebraska Professional Employer Organization Registration Act, PEO: (i) assumes responsibility for the payment of wages to Covered Employees and the withholding, collecting, reporting, and remittance of payroll-related taxes; (ii) assumes responsibility to make payments for employee benefits for Covered Employees under the PEO Service Terms (if any); and (iii) retains a right to hire, terminate, and discipline Covered Employees only as necessary to fulfill PEO's responsibilities under this PEO Service Terms and state law.
b. Customer represents and warrants that a majority of Customer's employees who provide services to Customer in Nebraska are co-employed under this PEO Service Terms.

c. Customer is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship.
d. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the PEO Service Terms. The rights, duties, and obligations of PEO as co-employer with respect to any Covered Employee are limited to those arising under the PEO Service Terms and state law during the term of co-employment by PEO of the Covered Employee.
e. Customer retains the exclusive right to direct and control Covered Employees as is necessary to conduct its business, to discharge any of its fiduciary responsibilities, and to comply with any applicable licensure requirements.
f. Customer is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Customer's business; and (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Customer.
g. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment PEO Service Terms, insurance contract or bond.
h. PEO will provide, and Customer will post, in a conspicuous place at Customer's worksite, a notice to Covered Employees informing them of the general nature of the co-employment relationship between PEO and Customer, as well as any other notices required by state law relating to unemployment compensation and minimum wages.

25. Nevada

a. Pursuant to Nevada Revised Statute, 616B.692, in relation to workers' compensation coverage Customer understands that (i) coverage for workers' compensation provided under this PEO Service Terms does not take effect until effective date designated on the policy; and (ii) while the workers' compensation coverage provided under this PEO Service Terms remains in effect, PEO will pay all required premiums, including without limitation, any adjustments or assessments, and is entitled to any refund of premiums.
b. Except as provided by this PEO Service Terms and by state law, all services provided under this PEO Service Terms by PEO will cease immediately on the effective date of any termination under this PEO Service Terms.
c. Customer acknowledges that the insurer from whom PEO obtains the policy of workers' compensation insurance has the right to inspect the premises and records of Customer.

d. The loss experience of Customer will continue to be reported in the name of Customer to the Nevada Commissioner of Insurance and is available to subsequent insurers upon request.
e. The policy of workers' compensation insurance covers only those employees acknowledged in writing by PEO to be employees of PEO who are being leased to Customer.
f. Customer is responsible at all times for providing coverage for workers' compensation for any employees of Customer who are not Covered Employees under this PEO Service Terms. Customer must provide satisfactory evidence of this required coverage to the insurer from whom the policy of workers' compensation insurance is obtained by PEO.

26. New Hampshire

a. PEO and Customer shall comply with and divide employment responsibilities as set forth in NHRSA § 277-B:9I and II.
b. To the extent Customer wants to pay Covered Employees on a different frequency than permitted under applicable law (i.e., weekly or bi-weekly), Customer is solely responsible to obtain the required approval from the New Hampshire Department of Labor.

27. New Jersey

a. Pursuant to N.J.S.A. section 34:8-68, PEO: (i) reserves a right of direction and control over each Covered Employee; (ii) assumes responsibility for the payment of wages to each Covered Employee without regard to payments by Customer to PEO (except that this subsection will not affect Customer's obligations with respect to the payment of wages to covered employees; (iii) assumes responsibility for the payment of payroll taxes and collection of taxes from payroll on each Covered Employee; (iv) retains authority to hire, terminate, discipline, and reassign each Covered Employee; (v) except in relation to newly established business entities, will hire its initial employee complement from among employees of Customer at the time of execution of this PEO Service Terms at comparable terms and conditions of employment as are in existence at Customer at the time of execution of this PEO Service Terms and as designated by Customer; and (vii) will provide workers' compensation insurance for Covered Employees.
b. The right of direction and control over management of safety, risk and hazard control of the work site including responsibility for performing safety inspections of Customer equipment and premises, and responsibility for promulgation and administration of employment and safety policies shall be allocated to Customer. Customer and PEO each have responsibility for the management of workers compensation claims and filings.
c. Throughout the Service Term of this PEO Service Terms Covered Employees are considered employees of both PEO and Customer and upon the termination of this PEO Service Terms, Covered Employees will be considered employees of

Customer.

d. Customer will continue to honor and abide by the terms of any applicable collective bargaining PEO Service Terms, and upon expiration thereof, any obligations of Customer to bargain in good faith in connection with such collective bargaining PEO Service Terms is not affected in any manner by the PEO Service Terms.
e. Customer is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Customer's business; and (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Customer.
f. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability, which is not covered by workers' compensation, or other liability insurance carried by PEO.
g. In compliance with N.J.S.A. section 34:8-68(a)(8), if Customer and PEO have agreed in writing that Customer will assume responsibility for providing workers' compensation insurance for Covered Employees, Customer will cooperate with PEO in providing documents and information needed for PEO to provide the required notice of such election and proof of coverage to the New Jersey Department of Labor and Workforce Development. Additionally, Customer shall provide a copy of the written PEO Service Terms to the carrier that issued the policy.
h. Pursuant to N.J.S.A. section 34:8-74, with respect to Covered Employees employed in the State of New Jersey, PEO shall calculate the unemployment benefit experience contribution rates and temporary disability contribution rates with respect to such Covered Employees upon the inception and termination of this PEO Service Terms in accordance with the following method:
    i. Calculation of Unemployment Benefit Experience. Upon the Effective Date of this PEO Service Terms, PEO shall report wages and pay contributions for Covered Employees who work in the State of New Jersey ("PEO NJ Covered Employees") pursuant to the "Unemployment Compensation Law," N.J.S.A. section 43:21-1 *et seq*., based on the benefit experience assigned to PEO under N.J.S.A. section 43:21-7. With respect to any employee of Customer working in the State of New Jersey who is not co-employed by PEO ("Customer NJ Employee"), Customer shall continue to report wages and pay contributions for Customer NJ Employees using Customer's contribution rate based on the benefit experience assigned to Customer under N.J.S.A. section 43:21-7.
    ii. Pursuant to N.J.S.A. section 34:8-73, upon a termination of this PEO Service Terms by Customer or PEO ("Termination"), if the PEO NJ Covered Employees have been co-employed for less than two full calendar years, PEO shall provide to the New Jersey Department of Labor ("NJDOL") the data required by the NJDOL to calculate the benefit

experience associated with the PEO NJ Covered Employees to the extent required by applicable law. The NJDOL shall combine that benefit experience with Customer's existing benefit experience to determine Customer's new rate as of the following July 1st. Customer shall continue to use PEO's contribution rate for the period beginning on the date of the termination of this PEO Service Terms and ending the following July 1st; provided, however, that if PEO did not co-employ all employees of Customer, Customer must use its own contribution rate for the period beginning on the date of the termination of this PEO Service Terms and ending the following July 1st.

iii. Pursuant to N.J.S.A. section 34:8-73, upon a Termination which occurs after the PEO NJ Covered Employees have been co-employed for at least two full calendar years, Customer shall be assigned the rate of a new employer under N.J.S.A. section 43:21-7 until Customer is eligible for a rate based on benefit experience pursuant to that section of the "Unemployment Compensation Law" or enters into another professional employer organization PEO Service Terms; provided, however, that if PEO did not co-employ all employees of Customer, the benefit experience associated with that portion of Customer's employees that were co-employed by PEO shall not be transferred to Customer and shall not be used in the calculation of Customer's future contribution rates.

iv. Pursuant to N.J.S.A. section 34:8-73, if Customer enters into a subsequent professional employer organization PEO Service Terms with another professional employer organization with respect to the PEO NJ Covered Employees immediately after a Termination, the payroll relative to Customer shall be reported and paid at the rate assigned the second professional employer organization.

v. Calculation of Temporary Disability Contribution Rates. For as long as PEO maintains an approved private plan of disability benefits under the "Temporary Disability Benefits Law," Customer and PEO are exempt from the requirement to contribute to the New Jersey State Disability Benefits Fund pursuant to N.J.S.A. 43:21-7 with respect to wages paid to the PEO NJ Covered Employees. Customer shall instead be required to pay the premium amount established by PEO and its insurance carrier. Upon a Termination, PEO shall provide to the NJDOL the data required thereby to calculate the temporary disability rates of the PEO NJ Covered Employees to the extent required by applicable law. Customer remains obligated to contribute to the New Jersey State Disability Fund pursuant to N.J.S.A. 43:21-7 with respect to wages paid to any Customer NJ Employees unless Customer is subject to an exemption in accordance with applicable law.

vi. Customer acknowledges receipt of the information set forth above, as required by N.J.S.A. 34:8-74.

28. New York

a. Customer represents and warrants that all or a majority of Customer's employees who provide services for Customer are covered by the PEO Service Terms. Customer shall notify PEO within ten (10) days of any changes that result in a failure to meet this requirement. PEO agrees to co-employ all or a majority of Customer's employees who provide services for Customer in New York.
b. Pursuant to §922 of the New York Professional Employer Act, PEO: (i) reserves a right of direction and control over Covered Employees (Customer maintains such direction and control over Covered Employees as is necessary to conduct Customer's business and without which Customer would be unable to conduct its business, discharge any fiduciary responsibility which it may have, or comply with any applicable licensure, regulatory, or statutory requirement of Customer); (ii) assumes responsibility for the withholding and remittance of payroll-related taxes and employee benefits for Covered Employees and for which PEO has contractually assumed responsibility from its own accounts, during the term of the PEO Service Terms; (iii) retains authority to hire, terminate and discipline Covered Employees, to the extent necessary to fulfill PEO's obligations under state law; and (iv) will be considered an employer for the purposes of withholding state income taxes for Covered Employees.
c. Customer is solely responsible for compliance with the requirements of Section 195.1 of the New York State Labor Laws, and Customer shall ensure that all Covered Employees provide written acknowledgement of receipt of the Notice and Acknowledgement of Pay Rate and Payday Under Section 195.1 of the New York State Labor Laws, as required by applicable law, including utilizing a template prepared by the Commissioner of the New York State Department of Labor, and Customer shall maintain records of such acknowledgements.
d. Customer shall notify all Covered Employees, in writing, of any change(s) to the wage payment information provided in the Notice and Acknowledgement of Pay Rate and Payday under Section 195.1, at least seven (7) calendar days prior to the time of such change(s). Additionally, notification of such change(s) shall be supplied by Customer, in writing, to PEO at least twenty-one (21) calendar days prior to the implementation of such change(s).
e. Customer shall notify Covered Employees in writing or by publicly posting Customer's policies regarding sick leave, vacation leave, personal leave, holidays, and hours.

29. North Carolina

a. Pursuant to North Carolina Professional Employer Organization Act, §58-89A-100, PEO: (i) reserves a right of direction and control over Covered Employees; (ii) assumes responsibility for the payment of wages to Covered Employees and for the collection and remittance of payroll taxes of Covered Employees; (iii) retains authority to hire, terminate, and discipline Covered Employees; and (iv) retains a right of direction or control over the adoption of

employment policies and the management of workers' compensation claims, claim filings, and related procedures in accordance with applicable federal and state laws.

b. Customer retains sufficient direction or control over Covered Employees as necessary to conduct its business and without which Customer would be unable to conduct its business, discharge its fiduciary responsibilities, or comply with any applicable licensure, regulatory, or statutory requirement it may have.
c. Any employment responsibilities not specifically allocated to PEO under state law or under this PEO Service Terms will remain with Customer.
d. Upon termination of this PEO Service Terms, PEO will provide to Customer, if requested, records regarding the loss experience related to workers' compensation insurance provided to Covered Employees.
e. Customer represents and warrants that it does not owe its current or prior workers' compensation carrier any premium for workers' compensation insurance, nor does Customer owe its current or prior professional employer organization ("PEO") any amounts due under any PEO PEO Service Terms, except for premiums or amounts due that are subject to dispute. Customer further certifies that Customer has met any and all prior premium or fee obligations.

30. North Dakota

a. PEO (i) retains a right to hire, discipline, and terminate Covered Employees; (ii) will pay wages to any Covered Employee and will withhold, collect, report, and remit payroll-related and unemployment taxes on such wages; and (iii) will make payments for employee benefits for Covered Employees (if any).
b. Nothing in this PEO Service Terms will (i) diminish, abolish, or remove any right of a Covered Employee to Customer or obligation of Customer to a Covered Employee existing before the Effective Date of the PEO Service Terms; or (ii) affect, modify, or amend any contractual relationship or restrictive covenant between a Covered Employee and Customer in effect at the time this PEO Service Terms becomes effective or prohibit or amend a contractual relationship or restrictive covenant that is entered subsequently between Customer and a Covered Employee.
c. Customer retains the exclusive right to direct and control any Covered Employee as is necessary to conduct Customer's business, to discharge any of Customer's fiduciary responsibilities, or to comply with any licensure requirements applicable to Customer or to a Covered Employee. Customer is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship, including the right to hire, discipline, and terminate a Covered Employee.
d. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the PEO Service Terms. The rights, duties, and obligations of PEO as co-employer with respect to any Covered Employee are limited to those arising under the PEO

Service Terms and state law during the term of co-employment by PEO of the Covered Employee.

e. Customer will accurately report all wages of a Covered Employee to PEO.
f. Customer is solely responsible for the quality, adequacy, and safety of the goods or services produced or sold in Customer's business.
g. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability, which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment PEO Service Terms, insurance contract or bond.

31. Ohio

a. Customer will establish and maintain a separate active workers' compensation account with the Ohio Bureau of Workers' Compensation, as required by state law.
b. Customer will cooperate with PEO with respect to PEO's duty under state law to (i) maintain a record of workers' compensation claims for Customer; and (ii) maintain records separately listing the manual classifications of Customer and the payroll reported to each manual classification for each payroll reporting period while this PEO Service Terms remains in effect.
c. To the extent required under applicable Ohio law, the initial term of the PEO Service Terms is for twelve months.

32. Oklahoma

a. Pursuant to §40-600.7(C) of the Oklahoma Professional Employer Organization Recognition and Registration Act, PEO (i) reserves a right of direction and control over Covered Employees; (ii) retains a right to hire, discipline, and terminate a Covered Employee; (iii) will pay wages to any Covered Employee and will withhold, collect, report, and remit payroll-related and unemployment taxes on such wages; and (iv) will make payments for employee benefits for Covered Employees (if any).
b. Customer retains sufficient direction or control as necessary to conduct its business and without which Customer would be unable to conduct its business, discharge fiduciary responsibilities, or comply with any applicable licensure requirements it may have.
c. Upon termination of this PEO Service Terms, PEO will provide to Customer, if requested, records regarding the premiums and loss experience related to workers' compensation insurance provided to Covered Employees.

33. Oregon

a. Only to the extent required by state law in order to provide the services contemplated by this PEO Service Terms, and for no other purpose express or implied, PEO reserves a right to ensure that Customer provides adequate

training, supervision, and instruction to Covered Employees to meet state law requirements. Customer likewise agrees to provide adequate training, supervision, and instruction to Covered Employees to meet state law requirements.

b. Customer will cooperate fully with PEO in completing and filing a Worker's and Employer's Report of Occupational Injury or Disease (DCBS Form 801) in connection with any injuries to Covered Employees, as required under state law.

34. Pennsylvania

a. Pursuant to Section 933.301(b) of the Pennsylvania Employer Organization Act, 43 PA. CONS. STAT. 933.101, *et. seq.,* PEO: (i) will have responsibility to pay wages to Covered Employees; (ii) will have responsibility to withhold, collect, report and remit payroll-related taxes and may remit unemployment taxes in accordance with state law; and (iii) will have responsibility to make payments for employee benefits for Covered Employees under the PEO Service Terms (if any). As used in this subsection, the term "wages" does not include any obligation between Customer and a Covered Employee for payments beyond or in addition to Covered Employee's salary, draw or regular rate of pay, such as bonuses, commissions, severance pay, deferred compensation, profit sharing or vacation, sick or other paid time off pay. However, nothing in this PEO Service Terms or applicable state law will relieve Customer from compliance with the state's wage and labor laws.
b. Customer is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship, including the right to hire, discipline, and terminate a Covered Employee.
c. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the PEO Service Terms. The rights, duties, and obligations of PEO as co-employer with respect to any Covered Employee are limited to those arising under the PEO Service Terms and state law during the term of co-employment by PEO of the Covered Employee.
d. Customer retains the exclusive right to direct and control any Covered Employee as is necessary to conduct Customer's business, to discharge any of Customer's fiduciary responsibilities, or to comply with any licensure requirements applicable to Customer or to a Covered Employee.
e. PEO has the right to hire, discipline, and terminate a Covered Employee as may be necessary to fulfill PEO's responsibilities under state law and the PEO Service Terms.
f. Nothing in the PEO Service Terms, including this Addendum shall relieve Customer from its obligation to be in compliance with Pennsylvania's wage and labor laws, including the act of May 13, 1915 (P.L.286, No.177), known as the Child Labor Law, the act of August 15, 1961 (P.L.987, No.442), known as the Pennsylvania Prevailing Wage Act, the act of July 14, 1961 (P.L.637, No.329),

known as the Wage Payment and Collection Law, and the act of January 17, 1968 (P.L.11, No.5), known as The Minimum Wage Act of 1968. If Customer is a health care facility as defined in section 2 of the act of October 9, 2008 (P.L.1376, No.102), known as the Prohibition of Excessive Overtime in Health Care Act, Customer shall comply with that act.

35. Rhode Island

a. Pursuant to Rhode Island Statute §5-75-7 of the Rhode Island Professional Employer Organizations Act, PEO: (i) reserves a right of direction and control over Covered Employees; (ii) retains a right to hire, discipline, and terminate Covered Employees as may be necessary to fulfill the PEO's responsibilities under state law and the PEO Service Terms; (iii) will have the responsibility to pay wages to Covered Employees and will withhold, collect, report, and remit payroll-related and unemployment taxes on such wages; and (iv) will make payments for employee benefits for Covered Employees (if any).
b. Customer retains sufficient direction and control as necessary to conduct its business and without which Customer would be unable to conduct its business, discharge fiduciary responsibilities, or comply with any applicable licensure requirements it may have.
c. Customer is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship.
d. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the PEO Service Terms. The rights, duties, and obligations of PEO as co-employer with respect to any Covered Employee are limited to those arising under the PEO Service Terms and state law during the term of co-employment by PEO of the Covered Employee.
e. Customer is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Customer’s business; and (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Customer.
f. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability, which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment PEO Service Terms, insurance contract or bond.

36. South Carolina

a. PEO: (i) reserves a right of direction and control over Covered Employees; (ii) retains a right to hire, discipline, terminate, and reassign Covered Employees as may be necessary to fulfill the PEO's responsibilities under state law and the PEO Service Terms; (iii) will have the responsibility to pay wages to Covered

Employees and will collect and pay payroll taxes on such wages, regardless of payments by Customer to PEO; and (iv) retains a right of direction or control over the adoption of employment policies and the management of workers' compensation claims, claim filings, and related procedures on joint PEO Service Terms by Customer and PEO in accordance with applicable federal and state laws.

b. PEO and Customer agree that (i) notice to or acknowledgment of the occurrence of an injury on the party of Customer is notice to or knowledge on the part of PEO and its workers' compensation insurer; (ii) for the purposes of state law, the jurisdiction of Customer is the jurisdiction of PEO and its workers' compensation insurer; (iii) PEO and its workers' compensation insurer are bound by and subject to the awards, judgments, or decrees rendered against them under state law; and (iv) insolvency, bankruptcy, or discharge in bankruptcy of PEO or Customer does not relieve PEO, Customer, their respective workers' compensation insurers from payment of compensation for disability or death sustained by a Covered Employee during the life of a workers' compensation insurance policy under this PEO Service Terms.
c. Customer will secure and maintain workers' compensation insurance for any of its employees that are not Covered Employees under this PEO Service Terms.
d. Customer will comply with the co-employee notice posting requirements under state law.
e. PEO is licensed and regulated by the South Carolina Department of Consumer Affairs, and any questions or complaints regarding PEO should be directed to the South Carolina Department of Consumer Affairs, PO Box 5757, Columbia, SC 29250, www.consumer.sc.gov, (803) 734-4200.

37. South Dakota

a. Pursuant to South Dakota Administrative Rule Section 64:06:02:89, PEO assumes the responsibility (i) for the payment of wages, salaries, payroll taxes, payroll deductions, workers' compensation costs, insurance premiums, welfare benefits, and retirement benefits (if any); and (ii) for preparing and filing necessary tax returns and other documents as required by state or federal law.
b. Customer was the employer of Covered Employees prior to the Effective Date of this PEO Service Terms.
c. Customer retains primary control over the hiring, firing, wages rates, salary increases, training, and directing the day-to-day activities of Covered Employees.
d. If the contractual relationship between PEO and Customer is terminated, then the Covered Employee's co-employment relationship with PEO is also terminated.
e. If a Covered Employee leaves the employment of Customer, the co-employment relationship with PEO will also be immediately terminated.
f. PEO does not manage or direct the operation of Customer's business.
g. At all times, the PEO Service Terms and this Addendum shall cover at least seventy-five percent (75%) of Customer's full-time or full-time equivalent

employees domiciled in South Dakota. If at any time the percentage drops below seventy-five percent (75%) Customer agrees to inform PEO immediately.

38. Tennessee

a. Pursuant to Tennessee Professional Employer Organization Act, §62-43-108, PEO: (i) reserves a right of direction and control over Covered Employees; (ii) retains a right to hire, discipline, and terminate Covered Employees as may be necessary to fulfill the PEO's responsibilities under state law and the PEO Service Terms; and (iii) assumes responsibility to pay wages to Covered Employees, to collect and pay payroll taxes on such wages, and to pay for employee benefits under the PEO Service Terms (if any), regardless of payments by Customer to PEO.
b. Customer retains sufficient direction and control over Covered Employees as is necessary to conduct Customer’s business, to discharge any of Customer's fiduciary responsibilities, or to comply with any licensure requirements applicable to Customer or to a Covered Employee. Customer is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment relationship, including the right to hire, discipline, and terminate a Covered Employee.
c. PEO is entitled to exercise only those rights and obligated to perform only those duties and responsibilities specifically required by state law or set forth in the PEO Service Terms. The rights, duties, and obligations of PEO as co-employer with respect to any Covered Employee are limited to those arising under the PEO Service Terms and state law during the term of co-employment by PEO of the Covered Employee.
d. Customer is solely responsible, and PEO is not liable, for: (i) the quality, adequacy, and safety of goods or services produced or sold in Customer’s business; and (ii) directing, supervising, training, and controlling the work of a Covered Employee with respect to the business activities of Customer.
e. A Covered Employee is not considered, solely as the result of being a Covered Employee, an employee of PEO for purposes of general liability insurance, fidelity bonds, surety bonds, employer's liability, which is not covered by workers' compensation, or other liability insurance carried by PEO unless the Covered Employee is included by specific, express reference herein or in an applicable employment PEO Service Terms, insurance contract or bond.

39. Texas

a. Pursuant to Texas Professional Employer Organization Act, §91.032, PEO: (1) shares with Customer the right of direction and control over Covered Employees; (2) assumes responsibility for the payment of wages to Covered Employees without regard to payments by Customer to PEO; (3) assumes responsibility for the payment of payroll taxes and collection of taxes from payroll on Covered Employees; (4) shares, with Customer the right to hire, fire, discipline, and reassign Covered Employees; and (5) shares with Customer the right of direction

and control over the adoption of employment and safety policies and the management of workers' compensation claims, claim filings, and related procedures.

b. Customer retains responsibility for: (1) the direction and control of Covered Employees as necessary to conduct Customer's business, discharge any applicable fiduciary duty, or comply with any licensure, regulatory, or statutory requirement; (2) all goods and services produced by Customer, including those produced or provided by Covered Employees; and (3) the acts, errors, and omissions of Covered Employees.
c. Customer is solely obligated to pay any wages for which: (1) the obligation to pay is created by an PEO Service Terms, contract, plan, or policy between Customer and the Covered Employee; and (2) PEO has not contracted to pay.
d. Any unresolved complaints concerning PEO or questions concerning the regulation of PEOs may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, Telephone: (512) 463-6599.
e. Customer and PEO each certify that the PEO Service Terms and this Addendum meet the requirements and conditions set forth in Title 34, Texas Administrative Code, Part 1, Chapter 3, Subchapter O, Rule §3.364 and that both PEO and Customer will retain a copy of this certification in their respective files.

40. Utah

a. Pursuant to §31A-40-202 of the Utah Professional Employer Organization Licensing Act, PEO assumes responsibility for: (1) the payment of wages to Covered Employees; (2) for the withholding, remittance, and reporting of payroll-related taxes (including unemployment insurance contributions) for, and on behalf of, Covered Employees; and (3) make appropriate payments for the provision of Employee Benefits to Covered Employees (if applicable).
b. PEO retains a right to hire, discipline, or terminate a Covered Employee to the extent necessary to fulfill PEO’s obligations under this PEO Service Terms and state law.
c. PEO will secure workers’ compensation insurance coverage for Covered Employees in a manner consistent with Utah Code § 31A-40-209.

41. Vermont

a. PEO and Customer acknowledge joint and several liability for protections required by or damages due under state laws designated to protect the health, safety, or welfare of Covered Employees.

42. Virginia

a. In the event that PEO elects to terminate this PEO Service Terms, Customer will cooperate with PEO in providing written notification of such intent to terminate to each Covered Employee, as required by state law.

b. Customer retains responsibility to comply with the insuring requirement of § 65.2-801 of the Code of Virginia with respect to any of Customer's workers who are not Covered Employees.

43. Washington

a. Customer will register and/or maintain its registration with the Washington Employment Security Department and obtain and/or maintain an employment security account number, in accordance with state law.
b. Customer will cooperate with PEO to complete and submit a Power of Attorney for Unemployment Insurance, in accordance with state law.

44. West Virginia

a. Pursuant to West Virginia Code Section 33-46A-6, PEO: (i) assumes responsibility for the payment of wages to Covered Employees; (ii) assumes responsibility for the withholding, collection, and remittance of payroll-related taxes (including unemployment insurance contributions) for, and on behalf of, Covered Employees; and (iii) assumes responsibility for making appropriate payments for the provision of employee benefits to Covered Employees (if any).
b. Customer retains the exclusive right to hire, discipline, and terminate Covered Employees.
c. Unless the Parties agree in writing that Customer shall provide and maintain workers' compensation insurance coverage for Covered Employees, PEO shall provide and maintain workers' compensation coverage for Covered Employees. Regardless which party provides and maintains workers' compensation insurance coverage for Covered Employees, such coverage shall be from a carrier authorized to do business in West Virginia.

45. Wisconsin

a. Pursuant to Wisconsin's Statutes §108.02(21e), PEO: (i) retains a right to hire, terminate, reassign, and set the rate of pay of a Covered Employee; (ii) assumes responsibility for the payment of wages to Covered Employees from its own accounts; (iii) reserves a right of direction and control over Covered Employees; (iv) assumes responsibility for the withholding, remittance, and reporting of payroll-related taxes (including unemployment insurance contributions) for, and on behalf of, Covered Employees; and (v) assumes responsibility for making appropriate payments for the provision of employee benefits to Covered Employees (if any).
b. Customer retains sufficient direction and control over Covered Employees as is necessary to conduct Customer's business, to discharge any of Customer's fiduciary responsibilities, or to comply with any licensure requirements applicable to Customer or to a Covered Employee.
c. Customer is entitled to exercise all rights and is obligated to perform all duties and responsibilities otherwise applicable to an employer in an employment

relationship, including the right to hire, discipline, set the rate of pay, and terminate a Covered Employee.

46. Wyoming

    a. Customer shares joint and several liability for any Covered Employees' unemployment taxes left unpaid by PEO or unemployment contribution reports for Covered Employees PEO failed to submit (if any).
    b. PEO reserves a right of direction and control over Covered Employees, including: (i) assigning Covered Employees to perform services for Customer; (ii) setting the rate of pay of Covered Employees; (iii) assuming responsibility for the payment of wages to Covered Employees; (iv) retaining authority to assign or refuse to assign a Covered Employee to other Customers of PEO if Covered Employee is unacceptable to Customer; (v) determining assignments of Covered Employees even though Covered Employees may retain the right to refuse specific assignments; and(vi) negotiating with Customer on matters of time, place, type of work, working conditions, quality and price of service.

This State Addendum is binding and effective as detailed in the PEO Service Terms.

API Terms

API Terms will take precedence over the Terms only where they conflict. Where applicable, references to **We**, **Us**, **Our**, or **Remote** as used in these Terms of Service may refer to actions taken or information provided to Us via the API or External Provider.

API Usage

1.1 You may only use the Platform and access Our products and services (via the API or directly) in compliance at all times with the Terms and any additional guidelines, policies, terms, or documentation provided by an External Provider.

1.2 We reserve the right to monitor and enforce compliance with the Terms and may restrict or terminate Your access to the Platform or API if Your usage violates these Terms.

1.3 Updates to Our Terms may be provided to You via the Platform or by the External Provider in accordance with the External Provider's usual notification process.

1.4 Our obligations for Our Services may be limited by the functionality and capabilities of the API. You acknowledge that We have no control over External Providers or the availability of External Providers. We may add or remove an External Provider at any time.

1.5 Invoices for the products and services provided by Us may be issued via the API in accordance with these Terms or by the External Provider in accordance with their policies or terms.

Updated April 30, 2026

INDEMNITIES AND LIABILITY

2.1 **We shall not be liable for or indemnify You for any damages, losses, or liabilities arising out of or in connection with Your use of Our Services via the Platform or API, except to the extent caused by Our gross negligence or willful misconduct. We shall have no liability to You with respect to Your account or profile with an External Provider.**

2.2 **We shall have no liability under or in connection with these Terms if any External Provider becomes unavailable for any reason or is no longer available under reasonable commercial terms.**

2.3 **You agree to indemnify, defend, and hold harmless Remote and its officers, directors, employees, and agents from and against any claims, damages, liabilities, costs, and expenses arising from or related to Your use of Our Services via the API in violation of the Terms.**

API Data Processing

3.1 You bear sole responsibility for compliance with applicable data protection law in relation to Your use of Our Services via the API. Any information, including personal data, You chose to submit via the API to an External Provider will be processed in accordance with that External Provider's terms of service and privacy policy. To the extent required by applicable law, it is Your obligation to notify any affected individuals about the External Provider's terms and policies and Remote disclaims any and all liability in connection with such External Provider's use of any information You submit.