

DEFINITIONS. Capitalized words in this Global Services Schedule (“**Schedule**”) that are not otherwise defined herein shall have the same meaning given in the Payroll and Human Capital Management Services Agreement, the General Terms and Conditions, and the certain other Schedules for services described in such Schedules.

WHEREAS, Paycom and its affiliates situated in certain regions outside of the United States of America (USA) (each of which affiliates is referred to as a “**Paycom Global Affiliate**”) make available certain Services to employers in such regions and/or that have employees situated in such regions, which Services are hereinafter referred to as “**Global Services**”; availability may be limited, based on the type of Global Service and the region; a list of affiliates is available upon request; hereinafter, Paycom and the Paycom Global Affiliates are referred to collectively as “**Paycom**”;

WHEREAS, Paycom makes available to Client the Global Services indicated on proposal(s) acknowledged by Client; and

WHEREAS, this Schedule is intended to supplement the Payroll and Human Capital Management Services Agreement, the General Terms and Conditions, and any Schedules and stand-alone agreement(s) pertaining to Services that are made available as Global Services, to which this Schedule is incorporated therein, as it pertains to Paycom making available Global Services to Client;

THEREFORE, in consideration of the covenants set forth herein, Paycom and Client further agree as follows:

A. 1. **Global Services.** Paycom hereby makes available to Client Global Services in accordance with the provisions of the Payroll and Human Capital Management Services Agreement, the General Terms and Conditions, any Schedules and stand-alone agreement(s) pertaining to Services that are made available as Global Services (all of which are hereby incorporated into this Schedule by reference), and this Schedule, as may be amended or supplemented from time to time (collectively, the “**Agreement**”). Except as stated in this Schedule, the other instruments that comprise the Agreement shall control the Global Services.

2. **Certain Payroll Global Services Terms.**

a. As to payroll Global Services, the timing requirements for when Client must provide payroll and tax information as well as funds to cover payroll amounts, taxes, processing charges, and fees, may vary from those described elsewhere in the Agreement.

b. To the extent that any of the Global Services constitutes a payment service that is regulated by authorities outside of the United States of America (a “**Payment Regulator**”), such Global Services (those parts of the Global Services hereinafter being referred to as the “**Regulated Services**”) shall be provided by a payment provider authorized by the Payment Regulator, which payment provider may either be Paycom or a third party payment provider with whom Paycom has arranged for such payment service (in which case, references herein to Paycom performing the payment service shall mean such third party performing the payment service, and additional payment processing fees may apply). The authorization number (issued by the Payment Regulator) of the payment provider is available upon request. The Regulated Services shall include, without limitation, any aspect of the Global Services under which the Client instructs Paycom to transfer funds to recipients (for example, employees of the Client or to tax authorities). To the extent a third party payment provider is used, Client hereby authorizes Paycom to instruct any third party payment provider to make such transfers to recipients, and to provide related information to such third party payment provider, on behalf of Client. Client agrees to execute any additional documents and perform any additional acts necessary for a third party payment provider to perform the Regulated Services.

c. The parties acknowledge that in certain jurisdictions (particularly, jurisdictions outside the USA), applicable laws and/or business practices may limit or condition an employer’s ability or propensity to permit service providers such as Paycom to (i) distribute, pay, draw or otherwise perform payment transactions (collectively referred to as “**payments**” for purposes of this paragraph) on behalf of the employer, or (ii) prepare or file tax returns or other reports, forms or notices with the applicable Taxing Authorities or other governmental authorities (collectively referred to as “**filings**” for purposes of this paragraph) on behalf of the employer. Paycom may make available to the Client alternatives to accomplish the payments and filings, such as the following (each, an “**Alternative Service**”): (i) Paycom may provide to the Client a file containing the payment or filing information necessary for Client, not Paycom, to perform the payments or filings, in which case (A) Client, not Paycom, shall have all obligations to perform the payments or filings, such as payments to employees and payments and filings to Taxing Authorities, and (B) Client’s payroll and tax funds shall be held in Client’s account(s), not Paycom’s account(s), and therefore Client, not Paycom, shall have all obligations to maintain and safeguard such funds; (ii) the Client may grant to Paycom a power of attorney or other authorization over Client’s money account(s) to enable Paycom to perform the payments, or power of attorney or other authorization to enable Paycom to perform filings; or (iii) other alternatives. Client shall direct Paycom if and to the extent Client desires to use an Alternative Service. Paycom reserves the right to suspend or terminate an Alternative Service in whole or part. Paycom shall not be responsible for, and Client hereby releases Paycom from, any and all liabilities, claims, causes of action or demands, whether sounding in contract or tort, arising as a result of Client’s acts or omissions in performing the payments or filings, or for Paycom’s acts or omissions in furtherance of Client’s instructions that Paycom not perform the payments or filings.

B. **Fees, Charges and Taxes.**

1. **Frequency.** The fees and charges (as defined in the General Terms and Conditions) for Global Services, as well as any applicable taxes collected by Paycom, may be debited and/or charged at various intervals.

2. **Currency.** Such fees, charges and taxes will be assessed by Paycom, and paid by Client, in currency(ies) determined by Paycom. Furthermore, as to any amounts or rates described in the Agreement in a particular currency (such as United States Dollars), Paycom shall have discretion to determine the amount in another currency (such as, without limitation, Funding Thresholds and NSF charges as described in the Payroll Service Schedule).

3. **Method of Payment.** To facilitate Client's payment of such fees, charges and taxes, Client authorizes Paycom to electronically draw funds from Client's bank account, as further described in the Agreement (provided applicable law permits such electronic draw). Paycom may determine any other method of payment from time to time to facilitate Client's payments.

4. **Taxes.** Client is responsible for applicable taxes attributed to such fees and charges, including without limitation any withholding tax and value added tax (VAT). If Client is required by applicable law to withhold any tax, then Client shall increase the amount payable as necessary so that net of such withholding (including any withholding applicable to such additional amount payable under this Section), Paycom receives the amount of such fees and charges it would have received had no such withholdings been made. All amounts payable by Client to Paycom under this Agreement are exclusive of any VAT chargeable. Paycom may, in Paycom's discretion or as required by applicable law, collect and remit to the Taxing Authorities any applicable taxes. Applicable taxes may vary by jurisdiction.

5. **Relationship to Other Services.** The fees and charges for Global Services are determined independent of, and may be more than, the fees and charges for other services of Paycom. Any pricing terms and any non-standard terms negotiated between the Parties with respect to Services other than Global Services do not bind Paycom as to Global Services unless expressly agreed by Paycom in writing. Notwithstanding the foregoing sentence, when Paycom makes available payroll services in a jurisdiction where Global Services other than payroll are available, Paycom may require Client to exclusively use Paycom's payroll services in such jurisdiction as a condition to use of other Global Services.

C. **Disclaimer; Indemnification.**

1. CLIENT ACKNOWLEDGES AND UNDERSTANDS THAT THE GLOBAL SERVICES ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS; AND CERTAIN FUNCTIONS OF GLOBAL SERVICES MAY VARY OR BE UNAVAILABLE IN CERTAIN JURISDICTIONS; IF AT ANY TIME PAYCOM DETERMINES NOT TO PROVIDE A GLOBAL SERVICE (IN WHOLE OR IN PART), PAYCOM MAY IMMEDIATELY TERMINATE OR MAKE UNAVAILABLE ITS PROVISION OF THE GLOBAL SERVICE (IN WHOLE OR IN PART). TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, PAYCOM DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WITH RESPECT TO THE GLOBAL SERVICES, WHETHER EXPRESS, IMPLIED, LEGAL OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY ARISING AS A RESULT OF USAGE IN THE TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE, TITLE, SYSTEM INTEGRATION, SATISFACTORY QUALITY, USE OF REASONABLE SKILL AND CARE, AND NONINFRINGEMENT.

2. Client is responsible for complying with all applicable laws in relation to its employment, appointment or engagement of its employees, workers, officers, contractors and sub-contractors and its use of Global Services.

3. Client hereby agrees to indemnify, defend and hold harmless Paycom, its affiliates and subsidiaries, and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity related to:

- a. Client's use of Global Services; and
- b. Client's employment, appointment or engagement of its employees, workers, officers, contractors and sub-contractors (including without limitation any claim that such individuals transferred or should have transferred to Paycom pursuant to regulations providing for the automatic transfer of employment and other contract relationships).

4. Where Client is liable to pay, indemnify or reimburse Paycom any cost, payment or expense incurred by Paycom, Client shall reimburse an amount equal to any value added tax (VAT) thereon forming part of such cost, payment or expense to the extent that such VAT is not otherwise recoverable by Paycom.

5. For the avoidance of doubt, any limitation on Paycom's liability under the Agreement shall apply to all Paycom entities, including without limitation all Paycom Global Affiliates and any other Paycom affiliate, on an aggregate basis, and not to each Paycom entity individually.

D. **Arbitration and Governing Law.** Any claim arising out of or relating to the Global Services or any breach of the Agreement as it relates to Global Services shall be finally settled and determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules and the U.S. Federal Arbitration Act. The place of arbitration will be Oklahoma City, Oklahoma, USA and the language of the arbitration shall be English. A judgment on any award resulting from an arbitration may be entered by a court with jurisdiction to do so. Any disputes regarding arbitrability of any claim will be submitted to the arbitrator. If either Party brings a legal action to enforce the Agreement as to the Global Services, the prevailing Party in such action, as determined by the arbitrator or court, shall be entitled to recover reasonable attorneys' fees and arbitration expenses as determined by the arbitrator or court. Client and the undersigned individual each represent that the signatory to the Agreement is authorized to enter into such agreement on behalf of Client. All issues and questions concerning the construction, validity, enforcement, performance, and interpretation of the Agreement or arising from any business dealings by or among Paycom and the Client shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, without reference to conflict of laws principles.

E. **Severability; Terms Specific to Certain Jurisdictions.** Certain applicable law (in particular, the applicable law of a jurisdiction outside the USA) may not permit, or may supersede, certain terms, conditions, restrictions or limitations contained in the Agreement. In the event that any provision of the Agreement shall be determined to be invalid or unenforceable in any jurisdiction, such provision shall, as to that jurisdiction, be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event such a limiting construction is impossible, such invalid or unenforceable provision shall be deemed severed from the Agreement (and the Parties agree to attempt to substitute for such invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest

extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision), without affecting the remaining provisions of the Agreement, which shall remain in full force and effect, or affecting the validity or enforceability of such provision in any other jurisdiction. The Parties agree that, notwithstanding the choice of law provision of the Agreement, any terms in an addendum to this Schedule that pertain to a certain jurisdiction shall apply when the Global Services are made available in such jurisdiction.

Addendum 1
to
Global Services Schedule

This Addendum 1 and any attachments hereto (“**Addendum**”) accompanies the Global Services Schedule between Paycom and Client. The terms accompanying any jurisdiction named below shall apply when the Global Services are made available to the Client in such jurisdiction.

Canada

If the Global Services are made available to the Client in Canada, the below revisions are made to the Agreement:

GLOBAL SERVICES SCHEDULE. The following provision is added to this Global Services Schedule:

Language. The parties hereto acknowledge that they have expressly requested and are satisfied that the Agreement and all related documents and notices be drawn up in English. Les parties reconnaissent qu’elles ont expressément exigé que le Contrat et tous les documents et avis qui s’y rattachent soient rédigés en anglais et s’en déclarent satisfaites.

GENERAL TERMS AND CONDITIONS. The revisions below are made to the General Terms and Conditions.

Reference to State. All references to “state” are replaced with “state, provincial”.

NACHA and ACH References.

- All references to the “National Automated Clearinghouse Association” and/or “NACHA” and the “NACHA Rules” are replaced with “the Canadian Payments Association” and the “Payments Canada Rules”, as applicable.
- All references to “ACH” are replaced with “electronic funds transfer”.
- All references to “the United States” in Section 9 are replaced with “the United States or Canada”.
- The reference to “www.nacha.org” is replaced with “www.payments.ca”.

Reference to Setoff. All references to “setoff” are replaced with “setoff, compensation”.

Client’s Indemnity Obligation. In Section 12 (Client’s Indemnity Obligation), references to applicable local, state, or federal law, rule or regulation shall also include those of a municipality or province.

Client Representations and Warranties. In Section 13.1 (Client Representations and Warranties), all references to jurisdictional authorities, laws and practices shall include the equivalent counterparts in Canada, including without limitation the following:

- Financial Transactions and Reports Analysis Centre of Canada;
- the Controlled Drugs and Substances Act;
- the Proceeds of Crime (Money Laundering) and Terrorist Financing Act; and
- the Personal Health Information Protection Act (Ontario) or similar provincial health privacy laws.

Interest, Setoff, Compensation, Recoupment; Interpleader and Remedies. In Section 28 (Interest, Setoff, Recoupment; Interpleader and Remedies):

- “interest rate of 1 ½ % per month” is deleted and replaced with “annual rate of 18%, compounded monthly (effective annual rate of 19.56%)”;
- All references to “setoff” are replaced with “setoff, compensation”; and
- All references to “lien” are replaced with “lien, hypothec.”

Use of SSNVS. Section 40 (Use of SSNVS) is replaced with the following in Canada:

40. **Verification of SIN.** Paycom requires employee Social Insurance Numbers (“SINs”) and names solely to ensure that the records of current or former employees are correct for the purpose of completing Canada Revenue Agency (CRA) T4s Statement of Remuneration Paid and for other income related matters. Client, as employer, is responsible for verifying each employee’s SIN within three (3) days after the day on which their employment begins in accordance with applicable laws.

PAYROLL SERVICE SCHEDULE. The revisions below are made to the Payroll Service Schedule.

Reference to State. All references to “state” in the Payroll Service Schedule are replaced with “state, provincial”.

Reference to ACH. All references to “ACH” in the Payroll Service Schedule are replaced with “electronic funds transfer”.

Paycom Responsibilities. In Section A, the first sentence is replaced with the following:

Paycom agrees that upon the Effective Date, and subject to the terms and conditions herein, it will (1) collect from Client, maintain in Paycom's account(s) (the "Account(s)"), and deposit with an appropriate authorized depository on or before the statutory deadlines, the required federal, state, and provincial payroll tax amounts; and (2) prepare and file all required federal, state, and agreed-upon provincial payroll tax returns; except that the foregoing shall not include amounts and returns for the Workforce Skills Development and Recognition Fund.

Timing Requirements; Client Responsibilities. In Section B (Timing Requirements; Client Responsibilities):

- "interest rate of 1 ½ % per month" is deleted and replaced with "annual rate of 18%, compounded monthly (effective annual rate of 19.56%)";
- All references to "to setoff" are replaced with "to setoff or operate compensation"; and
- All references to "security interest" are replaced with "security interest or hypothec."

Reference to Setoff. In Section E (Insufficient Funds; Fees), all references to "setoff" are replaced with "setoff, compensation."

Mexico

GENERAL TERMS AND CONDITIONS. The revisions below are made to the General Terms and Conditions.

NACHA and ACH References.

- All references to the "National Automated Clearinghouse Association" and/or "NACHA" and the "NACHA Rules" are replaced with "Banco de Mexico" and/or "BANXICO" and the "BANXICO Rules", as applicable.
- All references to "ACH" are replaced with "electronic funds transfer."
- In Section 9, all references to "the United States" are replaced with "the United States or Mexico."
- In Section 9, the reference to "www.nacha.org" is replaced with "www.banxico.org.mx."
- In Section 9, the following words are stricken: "Fedwire Request for Credit Transfer (1031) to."

Reliance on Client's Information; Responsibility for Amended Returns; Exclusions; Instructions; Concurrent Actions. Section 6 (Reliance on Client's Information; Responsibility for Amended Returns; Exclusions; Instructions; Concurrent Actions) is revised as follows:

- The following sentence is stricken: "Client agrees Paycom may, on Client's behalf, submit a request to the Taxing Authorities for abatement of any such notice, which may include a request to use Client's first time penalty abatement."
- The third paragraph is replaced with the following paragraph:

In the event Client instructs and directs Paycom to not prepare or file on its behalf Client's State tax returns, Social Security (IMSS) and Housing (INFONAVIT) forms, or any form, tax returns or notice to be filed before Taxing Authorities related to the payments of wages and salaries, Client agrees that Paycom shall not be responsible for any liabilities arising as a result of Paycom's acts or omissions in furtherance of those instructions, including but not limited to any penalties, interests, and accessories associated with, to the extent Client is required to do so, Client's failure to file any form, tax returns or notices. In the event Client instructs and directs Paycom to not prepare or file on its behalf forms, tax returns or notices, Client hereby releases Paycom from any and all claims, causes of action or demands, whether sounding in contract or tort, arising out of Paycom's or Client's failure to file forms, tax returns or notices including without limitation, any penalties, interest or accessories resulting therefrom.

Taxing Authorities Registration Obligations. Section 7 (Client's Registration Obligations) is replaced with the following:

7. **Client's Registration Obligations.** Client is solely responsible for being properly registered with all applicable Taxing Authorities and for obtaining and maintaining valid tax identification numbers, account numbers and/or electronic signature ("FIEL" -*Firma Electronica Avanzada*-) and digital seals ("*Certificado de Sello Digital*") with applicable Taxing Authorities and to timely renew them as applicable. Client shall timely provide Paycom with all account numbers information, passwords and files related to the FIEL and Certificado de Sello Digital issued by Taxing Authorities to Client, whether active or inactive and inform and provide any updated information. If Client is not properly registered with the appropriate Taxing Authorities, Paycom may at its sole discretion register them for an additional fee, if such services are made available to Client. If Paycom is required to use Client's FIEL and/or Certificado de Sello Digital issued by Taxing Authorities to provide the Services, Client agrees to provide such files to Paycom to use them to perform activities related to the Services. Client grants Paycom authorization the use the FIEL and Certificado de Sello Digital as Paycom may deem appropriate, and Client agrees to grant a power of attorney for such purposes as may be necessary. Paycom will have custody of the electronic files of the FIEL and Certificado de Sello Digital seals and agrees to keep them confidential. Paycom will not use the FIEL and the Certificado de Sello Digital for any purpose other than the provision of Services. Client will immediately notify Paycom if the FIEL or the Certificado de Sello Digital expire, are suspended or canceled. Client shall be solely liable for any delays, fines, surcharges, or other consequences arising from the expiration, suspension or cancellation of the Client's FIEL or Certificado de Sello Digital.

Term and Termination. In Section 8 (Term and Termination), the following sentence is stricken: "Further, upon termination of Services relating to payroll processing, Client will immediately become responsible for all payroll tax deposits and payroll tax filings (including amendments and refilings) then and thereafter due and for all related penalties and interest, and whereupon Paycom shall promptly return to

Client any excess monies in Paycom's possession (if any) that are not reasonably subject to potential reversal, return, setoff or recoupment." It is replaced with: "Further, upon termination of Services relating to payroll processing, Client will immediately become responsible for all payroll tax deposits, payroll tax filings (including amendments and refilings), and payment of Social Security (IMSS) and Housing (INFONAVIT) contributions, then and thereafter due and for all related penalties, interest, and accessories, and whereupon Paycom shall promptly return to Client any excess monies in Paycom's possession (if any) that are not reasonably subject to potential reversal, return, setoff or recoupment."

Client Representations and Warranties. Section 13.1 (Client Representations and Warranties) is revised as follows:

- Paragraph (i) is replaced with the following: "Client shall not use the Services for any illegal purpose, such as but not limited to, terrorism or money laundering, or otherwise cause a transaction that will require the filing of a Suspicious Activity Report pursuant to the rules and regulations issued by the Financial Crimes Enforcement Network, or any similar or comparable report under Mexican law. The Parties acknowledge and agree that Paycom may be required to provide information to any governmental authority regarding the Services."
- Paragraph (iii) is replaced with the following: "Client, including any of its beneficial owners or any applicable affiliated entities, is not involved in a business or industry that violates federal law, including, but not limited to the Controlled Substances Act, the Bank Secrecy Act, and The Anti-Money Laundering Act of 2020, as well as Mexico laws and regulations, including the Law to Prevent and Identify Transactions with Illicit Funds."
- Paragraph (iv) is replaced with the following: "Client shall comply with all applicable laws, rules, and regulations, and shall not violate the laws of the United States or Mexico."
- Paragraph (viii) is replaced with the following: "Client shall not transmit individual health information to Paycom. Notwithstanding anything to the contrary herein, the Agreement does not anticipate transmittal of or otherwise apply to individual health information that is protected under any privacy and/or data protection regulations implemented by the National Transparency, Access to Information, and Personal Data Protection Institute ("INAI", by its Spanish acronym) pursuant to its authority under the Federal Law for the Protection of Personal Data in Possession of Private Entities, or the like."

Direct Deposit Authorization Forms. Section 30 is replaced with the following:

30. **Direct Deposit Authorization Forms.** Before any of Client's employees are setup for utilization of direct deposit, Client shall require that each such employee sign a "Direct Deposit Authorization and Agreement" form, which authorizes Client to make transfers to (and transfers from, where permitted by applicable law) the employee's account using the electronic funds transfer system and which, in certain instances, authorizes Paycom to withdraw funds or reverse fund transfers from Employee's account (where permitted by applicable law). For each such Client employee, Client shall maintain such signed forms in Client's possession for a period of at least one year after the last payroll is processed by Paycom for said employee. Client shall provide all such signed forms to Paycom within five (5) days of Paycom's request. In the event that any of Client's employees refuse to sign a "Direct Deposit Authorization and Agreement" form, Client shall not allow said employee(s) to utilize direct deposit. Client further agrees to cooperate with Paycom and/or any other parties to recover funds credited in error to an employee as a result of an error in processing.

No Employment Relationship. The following sentence is added at the end of Section 33 (Independent Contractors; Limitations): "The parties agree that the Agreement does not create or imply any employment relationship between Paycom and Client's employees, and Client hereby expressly agrees to indemnify, defend and hold harmless Paycom, its representatives and agents for any employment claim made by Client's employees and their beneficiaries against Paycom, its representatives and agents."

No Social Security Number Verification Services. Section 40 shall not apply.

PAYROLL SERVICE SCHEDULE. The revisions below are made to the Payroll Service Schedule.

- All references to "ACH" are replaced with "electronic funds transfer."
- All references to "401(k)" are replaced with "savings funds."

Paycom Responsibilities. Section A is revised as follows:

- In the first paragraph, the first two sentences are replaced with the following: "Paycom agrees that upon the Effective Date, and subject to the terms and conditions herein, it will (1) perform any one or more Alternative Services (as defined in the Global Services Schedule) with respect to distributions, payments, draws or other payment transactions; and (2) depending on Client's selection, prepare and file all required state payroll tax returns, as well as IMSS and INFONAVIT tax returns (including informative returns), or perform any one or more Alternative Service with respect to such filings; provided, such Alternative Services vary by jurisdiction and availability is subject to Paycom's sole discretion."
- The following paragraph is added at the end of Section A: "Paycom may also prepare and issue wage statements or payroll electronic invoices ("Payroll CFDI") directly or through a third party. For such purposes, Client must provide the necessary

information and documentation, including authorization to use the electronic signature (“FIEL” -Firma Electronica Avanzada-) and digital seals (“Certificado de Sello Digital”) as required by law.”

Client Determinations and Customizations; Client’s Supplementation; Client Review. Section C is revised as follows:

- The second bullet point, which states “Client’s characterization or non-characterization of its employees as exempt or non-exempt employees,” is replaced with “Client’s characterization or non-characterization of its employees as exempt or non-exempt employees, as well as the amounts of exemptions.”
- The following bullet point is inserted prior to the last bullet point: “Client’s withholdings and payments (including methodology for computation) in connection with (i) IMSS and INFONAVIT, (ii) union dues, (iii) saving funds, (iv) holidays and sick days, (v) mandatory leaves, (vi) loan payments; (vii) vacations and vacation premium, and (viii) bonuses, among others; and/or”

Power of Attorney; Notices. In Section D (Power of Attorney; Notices):

- The following sentence is stricken: “Paycom is hereby given full authorization to present and submit records on behalf of Client before federal, state and agreed upon local jurisdiction’s tax office with respect to payroll taxes.” It is replaced with “Paycom is hereby given full authorization to present and submit records on behalf of Client before federal, state and agreed upon local jurisdiction’s tax office with respect to payroll taxes or social security (IMSS) and housing (INFONAVIT) contributions.”
- The following is inserted at the end of Section D: “Client acknowledges that the purpose of a power of attorney document referenced in this section is for Paycom to provide the Services to Client, and it is the appropriate document to evidence Client’s representation by Paycom with third parties, including financial institutions and Taxing Authorities.”

Direct Deposit. Section F is replaced with the following:

- F. **Direct Deposit:** Client represents and warrants to Paycom that all of Client’s employees that will receive direct deposits from Client and processed by Paycom have provided their consent in writing to receive such deposits via direct deposit. Before any of Client’s employees are setup for utilization of direct deposit, Client shall require that each such employee sign Paycom’s “Direct Deposit Authorization and Agreement” form, which authorizes Client to make transfers to (and transfers from, where permitted by applicable law) employee’s account using the electronic funds transfer system and which, in certain instances, authorizes Paycom to withdraw funds or reverse fund transfers from Employee’s account (where permitted by applicable law). For each such Client employee, Client shall maintain such signed forms in Client’s possession for a period of at least one year after the last payroll is processed by Paycom for said employee. Client shall provide all such signed forms to Paycom within five (5) days of Paycom’s request. In the event that any of Client’s employees refuse to sign Paycom’s “Direct Deposit Authorization and Agreement” form, Client shall not allow said employee(s) to utilize direct deposit. Client agrees to cooperate with Paycom and/or any other parties to recover funds credited in error to an employee as a result of an error made by Paycom or another party processing a transaction on behalf of Paycom. All direct deposit services are provided to Client’s employees subject to Paycom’s Terms of Use for Direct Deposit Services.

United Kingdom

GLOBAL SERVICES SCHEDULE. Section 2.b of the Global Services Schedule is replaced with the following:

b. 1. To the extent that any of the Global Services constitutes a “payment service” as defined under the UK’s Payment Services Regulations 2017 (“**PSRs**”), such Global Services (those parts of the Global Services hereinafter being referred to as the “**Regulated Services**”) shall be provided by a payment institution authorized by the Financial Conduct Authority of the United Kingdom (“**FCA**”), which may either be Paycom Global Limited (“**Paycom UK**”) or a third party with whom Paycom has arranged for such payment service (in which case, references herein to Paycom UK performing the payment service shall mean such third party performing the payment service, and additional payment processing fees may apply). The authorization number (issued by the Payment Regulator) of the payment provider is available upon request. The Regulated Services shall include, without limitation, any aspect of the Global Services under which the Client instructs Paycom to transfer funds to recipients (for example, employees of the Client or to tax authorities) (a “**Payment Transaction**”). To the extent a third party payment provider is used, Client hereby authorizes Paycom to instruct any third party payment provider to execute the Payment Transaction, and to provide related information to such third party payment provider, on behalf of Client. Client agrees to execute any additional documents and perform any additional acts necessary for a third party payment provider to perform the Regulated Services.

2. Paycom UK has its address at North Warehouse, Ground Floor, Gloucester Docks, Gloucester, Gloucestershire, England, GL1 2EP, and can be contacted through the methods described on its web page.

3. Paycom UK’s provision of the Regulated Services is subject to Client providing all requested information necessary for Paycom UK to perform anti-money laundering checks with respect to Client and Paycom UK’s satisfaction with such checks.

4. The Client may instruct Paycom UK to make a Payment Transaction via communication on the Website Account or other method described in the Agreement; this shall constitute the Client’s consent to Paycom UK executing the Payment Transaction. Paycom UK may

request the Client to submit further information in order to execute the Payment Transaction. After Paycom UK has received all requested information and the Client has performed any necessary authentication requested by Paycom UK, Paycom UK shall execute the Payment Transactions at the time the relevant order is deemed to be received; Paycom UK shall be deemed to have received such order:

- A. if the Client has instructed Paycom UK to make the Payment Execution on a specific business day, on that date (including, without limitation, a single date expressed by day, month and year, or, where the Client has instructed Payment Execution to occur within a period of days, the date on which such Paycom Execution occurs within such period of days);
- B. otherwise, on the business day on which the order was received (subject to any cut-off times notified by Paycom UK to the Client).

5. A. To the extent that the Client is not a “micro-enterprise” or “charity” as defined in the PSRs, Paycom UK and the Client agree to disapply the following provisions of the PSRs:

- i. Part 6 of the PSRs; and
- ii. Regulations 66(1) (charges), 67(3) and (4) (withdrawal of consent), 75 (evidence on authentication and execution), 77 (payer or payee’s liability for unauthorized transactions), 79 (refunds for direct debits), 80 (requests for direct debit refunds), 83 (revocation of a payment order), 91 (defective execution of payer-initiated transactions), 92 (defective execution of payee-initiated transactions) and 94 (liability for charges and interest).

B. To the extent that the Client is a “micro-enterprise” or “charity” as defined in the PSRs, the following terms shall apply:

- i. Notwithstanding any provision of the General Terms and Conditions or any Schedule, Paycom UK shall have the right to terminate the provision of the Regulated Services (and any of the Global Services which are provided in connection to the Regulated Services) on provision of sixty (60) days notice to the Client.
- ii. Notwithstanding any provision of the General Terms and Conditions or any Schedule, Paycom UK shall have the right to change any term and condition of this Agreement relating to the Regulated Services on providing the Client sixty (60) days notice before the changes are due to come into effect. Client shall be deemed to have consented to the changes unless Client provides notice to Paycom to terminate the provision of the Regulated Services before the changes come into effect.
- iii. Notwithstanding any provision of the General Terms and Conditions or any Schedule, if a Payment Transaction is executed without the Client’s consent then Paycom UK shall be liable to the Client for that Payment Transaction but (a) the Client shall be liable for the first £35 (unless the loss, theft or misappropriation of security credentials was not detectable by the Client or was the fault of Paycom UK) and (b) Paycom UK shall have no liability if the Client has acted fraudulently or with intent or gross negligence failed to comply with its obligation to protect the confidentiality of the security credentials (see above).
- iv. Notwithstanding any provision of the General Terms and Conditions or any Schedule, if Paycom UK fails to execute a Payment Transaction in accordance with the terms of this Agreement or the requirements under PSRs, Paycom UK shall be liable to the Client unless Paycom UK can prove that the other payment service provider received the requisite funds.

GENERAL TERMS AND CONDITIONS. The revisions below are made to the General Terms and Conditions.

References to Federal. All references to “Federal” shall include a reference to “local”.

References to law. All express references to a particular law, by-law, statute, or regulation shall include a reference to the applicable local law equivalent for the United Kingdom, as applicable.

NACHA and ACH References.

- References to the “National Automated Clearinghouse Association” and/or “NACHA” and the “NACHA Rules” are replaced with “Bankers’ Automated Clearing System” and/or “BACS” and the “BACS Rules,” as applicable.
- References to “ACH” as a system are replaced with “BACS” as a system, and references to “ACH” as a form of money transmittal are replaced with “BACS” equivalent forms of money transmittal.
- In Section 9, references to “the United States” are replaced with “the United States or the United Kingdom.”
- In Section 9, the reference to “www.nacha.org” is replaced with “www.bacs.co.uk.”
- In Section 9, the following words are stricken: “Fedwire Request for Credit Transfer (1031) to.”
- References to “Demand Deposit Account” shall be replaced with “bank account over which Paycom maintains a Direct Debit.”

6. Reliance on Client’s Information; Responsibility for Amended Returns; Exclusions; Instructions; Concurrent Actions. Section 6 is revised as follows:

A. The second paragraph shall be replaced as follows:

“Paycom may, in its sole discretion, assist Client with any notices it receives from any Federal, State or Local governmental and/or quasi-governmental authorities (collectively “Taxing Authorities”). In the event there is an erroneous payroll tax return filing that was erroneous due to the sole fault of Paycom, then, during the term of this Agreement, Paycom shall assist Client, at no further cost or expense to Client, with amending or refile the erroneous tax filing with Taxing Authorities. For amendments and refilings made by Paycom on Client’s behalf, Paycom shall pay any penalties and/or interest to any Taxing Authorities as a result of untimely or incorrect payroll tax filings but only to the extent the penalties and interest were solely caused by Paycom. Notwithstanding

anything to the contrary herein, Paycom shall not be required to amend or refile any payroll tax return or payroll tax filing on behalf of Client in the event Client ceases its use of Paycom's payroll processing Services or appoints another service provider as its agent for such tax activities. In such an instance, any amendment or refiled payroll tax returns or adjustments shall be handled by Client or Client's new provider at Client's expense. Paycom is not responsible for settling any disputes between Client and Client's employees, or Client and any Taxing Authorities, or Client and any other regulatory bodies. Notwithstanding anything to the contrary herein, unless such liability was caused entirely by the fault of Paycom, Paycom is not responsible to Client for any claims asserted by Client's employees against Client that relate to any duty or obligation an employer may owe to an employee."

B. The third paragraph shall be replaced as follows:

"In the event Client instructs and directs Paycom to not prepare or file on its behalf Client's payroll tax returns or any forms, tax returns or notices to be filed before Taxing Authorities related to the payments of wages and salaries, Client agrees that Paycom shall not be responsible for any liabilities arising as a result of Paycom's acts or omissions in furtherance of those instructions, including but not limited to any penalties or interest associated with, to the extent Client is required to do so, Client's failure to file any forms, tax returns or notices. In the event Client instructs and directs Paycom to not prepare or file on its behalf forms, tax returns or notices, Client hereby releases Paycom from any and all claims, causes of action or demands, whether sounding in contract or tort, arising out of Paycom's or Client's failure to file forms, tax returns or notices, including without limitation, any penalties or interest resulting therefrom."

7. Client's Registration Obligations. Section 7 shall be replaced as follows:

"Client is solely responsible for being properly registered with all applicable Taxing Authorities and for obtaining and maintaining valid tax identification numbers and/or account numbers with applicable Taxing Authorities. Client shall timely provide Paycom with all relevant tax identification numbers, account numbers and authorisation codes issued by Taxing Authorities to Client, whether active or inactive. If Client is not properly registered with the appropriate Taxing Authorities, Paycom may register them through Paycom's tax registration services (as available) for an additional fee."

8. Term and Termination. In the first paragraph of Section 8, the following shall be added as item (x):

"; or (x) Client asserts, files or threatens any insolvency, any proceedings are commenced with a view to the winding up of Client, any step is taken or any procedure is commenced with a view to the appointment of an administrator, receiver, administrative receiver or trustee in bankruptcy in relation to Client, Client is unable to pay its debts as they fall due, Client enters into a composition or arrangement with its creditors or any class of them, or Client suffers any analogous procedure under the laws of any jurisdiction, or Client ceases or threatens to cease to carry on business."

10. No Professional Advice. The last sentence of Section 10 shall read as follows:

"Upon Paycom's request, Client shall reimburse Paycom for any reasonable expenses resulting from Paycom responding to any letters of claim, claims, subpoenas or witness summons, including but not limited to responses to letters of claim, claims, subpoenas or witness summons that occur after the termination of this Agreement."

13. Client Representations and Warranties.

- A. In Section 13.1, all references to jurisdictional authorities, laws and practices shall include the equivalent counterparts in the United Kingdom.
- B. Section 13.1 (v) shall be replaced as follows: "(v) Client is solely responsible for compliance with applicable laws including but not limited to those relating to privacy and data protection, with regard to any transfer of personal information to Paycom in connection with the Client's use of the Services, including any applicable requirement to provide notice and consent to data subjects in connection with such processing"
- C. Section 13.1 (viii) shall be replaced as follows: "(viii) Client shall not transmit, and (notwithstanding anything to the contrary herein) the Agreement does not anticipate transmittal of or otherwise apply to, individual health information that is protected under any privacy and/or security regulations implemented by the Department of Health and Human Services pursuant to its authority under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH")."
- D. Section 13.2(iii). The words "discriminates against" shall be added to the beginning of Section 13.2(iii).

15. Payment. The following shall be added to the end of the first sentence of Section 15: "(or equivalent for the relevant jurisdiction)".

23. Data Security. The following Section 23.6 shall be added:

"23.6 To further ensure the security and protection of Client's electronic personal data as defined under applicable laws that is required to be processed as part of the Agreement, the Parties will comply with their obligations as set out in the Data Processing Addendum made available by Paycom. In the event of a direct conflict between the terms of section 23 of the General Terms and Conditions and the Data Processing Addendum, such conflict shall be resolved in the following order: (i) Data Processing Addendum, (ii) section 23 of the General Terms and Conditions."

26. Recording.

- A. The first sentence of Section 26 is replaced as follows: “Each Party may electronically monitor or record the telephone conversations between the parties’ respective representatives in connection with the parties’ business dealings provided such monitoring or recording takes place in accordance with applicable laws.”
- B. The final sentence of Section 26 shall be deleted.

30. Direct Deposit Authorization Forms. Section 30 shall be replaced as follows:

“30. Direct Deposit Authorization Forms. Before any of Client’s employees are setup for utilization of direct deposit, Client shall require that each such employee sign a “Direct Deposit Authorization and Agreement” form (or similarly named form), which authorizes Client to make transfers to (and transfers from, where permitted by applicable law) the employee’s account using the electronic funds transfer system and which, in certain instances, authorizes Paycom to withdraw funds or reverse fund transfers from Employee’s account (where permitted by applicable law). For each such Client employee, Client shall maintain such signed forms in Client’s possession for a period of at least one year after the last payroll is processed by Paycom for said employee. Client shall provide all such signed forms to Paycom within five (5) days of Paycom’s request. In the event any of Client’s employees refuse to sign a “Direct Deposit Authorization and Agreement” form, Client shall not allow said employee(s) to utilize direct deposit. Client further agrees to cooperate with Paycom and/or any other parties to recover funds credited in error to an employee as a result of an error in processing.”

40. Use of SSNVS. Section 40 shall not apply.

PAYROLL SERVICES SCHEDULE. The revisions below are made to the Payroll Services Schedule.

- References to “ACH” as a system are replaced with “BACS” as a system, and references to “ACH” as a form of money transmittal are replaced with “BACS” equivalent forms of money transmittal.
- References to “401(k)” are replaced with “savings funds.”
- References to “Central Time” are replaced with “of the time zone of the applicable jurisdiction.”

D. Power of Attorney; Notices. The first sentence of Section D shall be replaced as follows: “Client shall execute all applicable authorization documents and provide Paycom with any necessary information (including any authorization code) to authorize Paycom to act as Client’s payroll agent, including any necessary documentation or forms required to instruct all federal, state, and local tax authorities to deliver tax forms, documents, and other related information with regard to payroll taxes to Paycom.”

F. Direct Deposit. Section F is replaced as follows:

F. Direct Deposit: Before any of Client’s employees are setup for utilization of direct deposit, Client shall require that each such employee sign a “Direct Deposit Authorization and Agreement” form (or similarly named form), which authorizes Client to make transfers to (and transfers from, where permitted by applicable law) the employee’s account using the electronic funds transfer system and which, in certain instances, authorizes Paycom to withdraw funds or reverse fund transfers from Employee’s account (where permitted by applicable law). For each such Client employee, Client shall maintain such signed forms in Client’s possession for a period of at least one year after the last payroll is processed by Paycom for said employee. Client shall provide all such signed forms to Paycom within five (5) days of Paycom’s request. In the event that any of Client’s employees refuse to sign Paycom’s “Direct Deposit Authorization and Agreement” form, Client shall not allow said employee(s) to utilize direct deposit. Client agrees to cooperate with Paycom and/or any other parties to recover funds credited in error to an employee as a result of an error made by Paycom or another party processing a transaction on behalf of Paycom. All direct deposit services are provided to Client’s employees subject to Paycom’s Terms of Use for Direct Deposit Services.

PAYCOM PAY SUPPLEMENTAL SERVICE SCHEDULE. The revisions below are made to the Paycom Pay Supplemental Service Schedule.

- References to “Central Time” are replaced with “of the time zone of the applicable jurisdiction.”

Ireland

GLOBAL SERVICES SCHEDULE. Section 2.b of the Global Services Schedule is replaced with the following:

b. 1. To the extent that any of the Global Services constitutes a “payment service” as defined under the European Union (Payment Services) Regulations 2018 (“PSRs”), such Global Services (hereinafter the “**Regulated Services**”) shall be provided by a payment institution or electronic money institution authorized by the Central Bank of Ireland (“**CBI**”) or similar regulator in the European Union, which may either be Paycom Europe Limited (“**Paycom Ireland**”) or a third party with whom Paycom has arranged for such payment service (in which case, references herein to Paycom Ireland performing the payment service shall mean such third party performing the payment service, and additional payment processing fees may apply). The authorization number (issued by the CBI or similar regulator) of the payment provider

is available upon request. The Regulated Services shall include, without limitation, any aspect of the Global Services under which the Client instructs Paycom to transfer funds to recipients (for example, employees of the Client or to tax authorities). To the extent a third party payment provider is used, Client hereby authorizes Paycom to instruct any third party payment provider to make such transfers to recipients, and to provide related information to such third party payment provider, on behalf of Client. Client agrees to execute any additional documents and perform any additional acts necessary for a third party payment provider to perform the Regulated Services.

2. Paycom Ireland has its address at 5th Floor, The Exchange, George's Dock, IFSC, Dublin 1, DO1 W3P9, Ireland, and can be contacted through the methods described on its web page.

GENERAL TERMS AND CONDITIONS. The revisions below are made to the General Terms and Conditions.

References to Federal. All references to “Federal” shall include a reference to “local”.

References to law. All express references to a particular law, by-law, statute, or regulation shall include a reference to the applicable local law equivalent for Ireland, as applicable.

References to certain terms.

- The term “check date” shall also mean “pay date.”
- The term “paystub” shall also mean “payslip.”

NACHA and ACH References.

- References to the “National Automated Clearinghouse Association” and/or “NACHA” and the “NACHA Rules” are replaced with “Single Euro Payments Area” and/or “SEPA” and the “SEPA Rules,” as applicable.
- References to “ACH” as a system are replaced with “SEPA” as a system, and all references to “ACH” as a form of money transmittal are replaced with “SEPA” equivalent forms of money transmittal.
- In Section 9, references to “the United States” are replaced with “the United States or Ireland.”
- In Section 9, the reference to “www.nacha.org” is replaced with “www.europeanpaymentscouncil.eu.”
- In Section 9, the following words are stricken: “Fedwire Request for Credit Transfer (1031) to.”

6. Reliance on Client’s Information; Responsibility for Amended Returns; Exclusions; Instructions; Concurrent Actions. Section 6 is revised as follows:

- The third paragraph shall be replaced as follows:
“In the event Client instructs and directs Paycom to not prepare or file on its behalf Client’s payroll tax returns or any forms, tax returns or notices to be filed before Taxing Authorities related to the payments of wages and salaries, Client agrees that Paycom shall not be responsible for any liabilities arising as a result of Paycom’s acts or omissions in furtherance of those instructions, including but not limited to any penalties or interest associated with, to the extent Client is required to do so, Client’s failure to file any forms, tax returns or notices. In the event Client instructs and directs Paycom to not prepare or file on its behalf forms, tax returns or notices, Client hereby releases Paycom from any and all claims, causes of action or demands, whether sounding in contract or tort, arising out of Paycom’s or Client’s failure to file forms, tax returns or notices, including without limitation, any penalties or interest resulting therefrom.”

8. Term and Termination. The first paragraph of Section 8 shall be revised as follows:

- Item (iv) shall state: “(iv) Client asserts, files or threatens adverse action against Paycom;
- Item (x) shall be inserted as follows:
“; or (x) Client asserts, files or threatens any insolvency, any proceedings are commenced with a view to the winding up of Client (other than for the purpose of its solvent amalgamation or reconstruction), any step is taken or any procedure is commenced with a view to the appointment of an administrator, receiver, examiner or similar official in relation to Client, Client is unable to pay its debts as they fall due or admits its inability to pay its debts as they fall due, Client enters into a composition or arrangement with its creditors or any class of them, or Client suffers any analogous procedure under the laws of any jurisdiction, or Client ceases or threatens to cease to carry on business (each an “Insolvency Event”).”

10. No Professional Advice. The last two sentences of Section 10 shall read as follows:

“Except where required to do so by applicable laws, Paycom shall have no obligation to accept, receive or forward Client’s legal process, including claims, letters of claims, summons, subpoenas, complaints, injunctions, court orders, regulatory audits or enquiries or other legal processes (a “Legal Process”). Upon Paycom’s request, Client shall reimburse Paycom for any reasonable expenses resulting from Paycom responding to any Legal Process, including but not limited to responses to any Legal Process activity, that occurs after the termination of this Agreement.”

13. Client Representations and Warranties.

- In Section 13.1, all references to jurisdictional authorities, laws and practices shall include the equivalent counterparts in Ireland.
- Section 13.1 (ii) shall be replaced as follows: “(ii) Client, including any of its beneficial owners or any applicable affiliated entities, does not and shall not appear on any terrorism watch list, OFAC list, or similar list maintained by the United States Government, and does not and shall not appear on any list of restrictive measures or sanctions implemented in Ireland or the rest of the European Union.”
- Section 13.1 (iii) shall be replaced as follows: “(iii) Client, including any of its beneficial owners or any applicable affiliated entities, is not involved in a business or industry that violates applicable law, including, but not limited to the Controlled Substances Act, the Bank Secrecy Act, and The Anti-Money Laundering Act of 2020 in the United States, and the Misuse of Drugs Acts 1977 to 2017 and the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 to 2021 in Ireland.”
- Section 13.1 (v) shall be replaced as follows: “(v) Client is solely responsible for compliance with laws applicable to its acts and omissions, including but not limited to those relating to privacy and data protection, with regard to any transfer of personal information to Paycom in connection with the Client’s use of the Services, or exercise of its rights or performance of its obligations under this Agreement, including any applicable requirement to provide notice and consent to individuals that are the subject of such personal data in connection with such processing.”
- Section 13.1 (viii) shall be replaced as follows: “(viii) Client shall not transmit, and (notwithstanding anything to the contrary herein) the Agreement does not anticipate transmittal of or otherwise apply to, individual health information to Paycom, including without limitation any data that is protected as special category data for purposes of the GDPR or under any privacy and/or security regulations implemented by the Department of Health and Human Services pursuant to its authority under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”).”
- Section 13.1 (x) shall be replaced as follows: “(x) Client shall immediately notify Paycom if it or its affiliates have filed bankruptcy or if a bankruptcy filing is imminent, or Client is or becomes the subject of insolvent liquidation, examinership or receivership.”
- Section 13.2 (iii). The words “is discriminatory” shall be added to the beginning of Section 13.2(iii).
- Section 13.2 (iv) shall be replaced as follows: “(iv) victimizes, harasses, stalks, bullies, degrades, attacks, or intimidates an individual or group of individuals on any basis, including but not limited to race (including skin color, nationality or ethnic origin), religion, gender, age, disability, gender identity or expression, sexual orientation, veteran status, family status, civil status, and membership of the Traveller community;”
- Section 13.2 (v) shall be replaced as follows: “(v) harms or exploits a child or children (being an individual aged under 18 years) in any way;”

15. Payment. The following shall be added to the end of the first sentence of Section 15: “(or equivalent for the relevant jurisdiction)”.

23. Data Security. The following Section 23.6 shall be added:

“23.6 To further ensure the security and protection of Client’s electronic personal data as defined under applicable laws that is required to be processed as part of the Agreement, the Parties will comply with their obligations as set out in the Data Processing Addendum made available by Paycom. In the event of a direct conflict between the terms of section 23 of the General Terms and Conditions and the Data Processing Addendum, such conflict shall be resolved in the following order: (i) Data Processing Addendum, (ii) section 23 of the General Terms and Conditions.”

26. Recording.

- A. The first sentence of Section 26 is replaced as follows: “Each Party may electronically monitor or record the telephone conversations between the parties’ respective representatives in connection with the parties’ business dealings provided such monitoring or recording takes place in accordance with applicable laws.”
- B. The final sentence of Section 26 shall be deleted.

28. Interest, Setoff, Recoupment; Interpleader and Remedies. In the penultimate sentence, the phrase “(iv) a bankruptcy filing by Client” is replaced with “(iv) an Insolvency Event of Client.”

30. Direct Deposit Authorization Forms. Section 30 shall be replaced as follows:

“30. Direct Deposit Authorization Forms. Before any of Client’s employees are setup for utilization of direct deposit, Client shall require that each such employee sign a “Direct Deposit Authorization and Agreement” form (or similarly named form), which authorizes Client to make transfers to (and transfers from, where permitted by applicable law) the employee’s account using the electronic funds transfer system and which, in certain instances, authorizes Paycom to withdraw funds or reverse fund transfers from Employee’s account (where permitted by applicable law). For each such Client employee, Client shall maintain such signed forms in Client’s possession for a period of at least one year after the last payroll is processed by Paycom for said employee. Client shall provide all such signed forms to Paycom within five (5) days of Paycom’s request. In the event any of Client’s employees refuse to sign a “Direct Deposit Authorization and Agreement” form, Client shall not allow said employee(s) to utilize direct deposit. Client further agrees to cooperate with Paycom and/or any other parties to recover funds credited in error to an employee as a result of an error in processing.”

40. Use of SSNVS. Section 40 shall not apply.

PAYROLL SERVICES SCHEDULE. The revisions below are made to the Payroll Services Schedule.

- References to “ACH” as a system are replaced with “SEPA” as a system, and all references to “ACH” as a form of money transmittal are replaced with “SEPA” equivalent forms of money transmittal.
- References to “401(k)” are replaced with “pension schemes or retirement plans.”
- References to “Central Time” are replaced with “of the time zone of the applicable jurisdiction.”
- The term “check date” shall also mean “pay date.”
- The term “paystub” shall also mean “payslip.”

D. Power of Attorney; Notices. The first sentence of Section D shall be replaced as follows: “Client shall execute all applicable authorization documents and provide Paycom with any necessary information (including any authorization code) to authorize Paycom to act as Client’s payroll agent, including any necessary documentation or forms required to instruct all federal, state, and local tax authorities to deliver tax forms, documents, and other related information with regard to payroll taxes to Paycom.”

F. Direct Deposit. Section F is replaced as follows:

F. Direct Deposit: Before any of Client’s employees are setup for utilization of direct deposit, Client shall require that each such employee sign a “Direct Deposit Authorization and Agreement” form (or similarly named form), which authorizes Client to make transfers to (and transfers from, where permitted by applicable law) the employee’s account using the electronic funds transfer system and which, in certain instances, authorizes Paycom to withdraw funds or reverse fund transfers from Employee’s account (where permitted by applicable law). For each such Client employee, Client shall maintain such signed forms in Client’s possession for a period of at least one year after the last payroll is processed by Paycom for said employee. Client shall provide all such signed forms to Paycom within five (5) days of Paycom’s request. In the event that any of Client’s employees refuse to sign Paycom’s “Direct Deposit Authorization and Agreement” form, Client shall not allow said employee(s) to utilize direct deposit. Client agrees to cooperate with Paycom and/or any other parties to recover funds credited in error to an employee as a result of an error made by Paycom or another party processing a transaction on behalf of Paycom. All direct deposit services are provided to Client’s employees subject to Paycom’s Terms of Use for Direct Deposit Services.

PAYCOM PAY SUPPLEMENTAL SERVICE SCHEDULE. The revisions below are made to the Paycom Pay Supplemental Service Schedule.

- References to “ACH” as a system are replaced with “SEPA” as a system, and all references to “ACH” as a form of money transmittal are replaced with “SEPA” equivalent forms of money transmittal.
- References to “Central Time” are replaced with “of the time zone of the applicable jurisdiction.”
- The term “check date” shall also mean “pay date.”
- The term “paystub” shall also mean “payslip.”

Addendum 2
to
Global Services Schedule

This Addendum 2 and any attachments hereto (“**Addendum**”) accompanies the Global Services Schedule between Paycom and Client and forms part of the Agreement. The terms below shall apply when the Global Services are made available to Client in one or more of Member States of the European Union.

1. Cybersecurity

1.1. Except in so far as it has agreed to provide the Global Services pursuant to this Agreement, Paycom makes no assurance and does not warrant that the Global Services will comply with any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, and sanctions, which are applicable to Client relating to security of network and information systems and security breach and incident reporting requirements, including Directive (EU) 2016/1148, Directive (EU) 2022/2555, Commission Implementing Regulation (EU) 2018/151, Regulation (EU) 2022/2554 and any laws implementing same, as amended or supplemented from time to time (“**Enhanced Cybersecurity Requirements**”).

1.2. For the avoidance of doubt, Client acknowledges that it is solely responsible for its compliance with any Enhanced Cybersecurity Requirements to which it is subject and for ensuring that the Global Services meet its requirements and obligations under the Enhanced Cybersecurity Requirements.

2. Artificial Intelligence

2.1. For the purposes of this Section 2, the following definitions apply:

“**AI Laws**” means any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, and sanctions, which are applicable to Client or Paycom and relate to for the development, supply, putting into service and the use of AI System; and

“**AI System**” means a machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments, including artificial intelligence systems as defined by the Regulation (EU) 2024/1689 laying down harmonised rules on artificial intelligence and amending Regulations (EC) No 300/2008, (EU) No 167/2013, (EU) No 168/2013, (EU) 2018/858, (EU) 2018/1139 and (EU) 2019/2144 and Directives 2014/90/EU, (EU) 2016/797 and (EU) 2020/1828 (“**Artificial Intelligence Act**”), and any laws implementing, amending, or supplementing same from time to time.

2.2. During the term of the Agreement, Paycom may, in the provision of the Global Services, utilise an AI System (for example, enhanced data retrieval functionality or chatbot support).

2.3. Client acknowledges that Paycom has made and makes no representations or undertakings regarding the operation and adequacy of the AI System, including whether the AI System meets Client’s individual requirements. All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the greatest extent permitted by applicable law in force from time to time, excluded.

2.4. Client warrants that it shall:

2.4.1. comply with all reasonable instructions of Paycom relating to the use of the AI System; and

2.4.2. comply with all applicable laws relating to its use of the AI System, including AI Laws, and shall not use the AI System for any unlawful purposes.

2.5. Without limitation, Client represents and warrants that:

2.5.1. it has and will continue to comply with all applicable Data Protection Laws and the Data Processing Addendum in respect of its use of any AI System to which it has access in the course of receiving the Global Services and any Personal Data that is processed;

2.5.2. it has obtained and will continue to obtain all consents, licences and permissions in relation to any Personal Data it provides or otherwise makes available to such an AI System;

2.5.3. it shall comply with its transparency obligations towards natural persons by virtue of its use of such AI System; and

2.5.4. where required, it is responsible for and shall ensure oversight by natural persons as proportionate to the risks associated with the AI System.

2.6. Client shall at all times use the AI System responsibly and ethically and shall not use the AI System in any way which may damage the reputation of Paycom.

2.7. Paycom reserves the right to withdraw, suspend or terminate provision of the AI System in any circumstances where it considers it is necessary to do so or to comply with applicable law, including without limitation, AI Laws.

2.8. Paycom has no obligation to provide AI System updates or upgrades to Client, but where so provided Paycom may do so at its discretion without notice or prior permission. Any such upgrades or updates so provided are subject to the terms and conditions of this Section 2.

3. **Data Act Update**

3.1. For the purposes of this Section 3, the following definitions apply:

“**Data**” has the meaning given to such term under Article 2(1) of the Data Act;

“**Data Act**” means Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828; and

“**Data Processing Service**” has the meaning given to such term under Article 2(8) of the Data Act.

3.2. To the extent the Data Act applies to any or all of the Global Services as a Data Processing Service or due to it or their dealing with Data, Paycom may, by unilateral notice in writing to the Client, update and amend this Addendum for the purposes of complying with or addressing the Data Act, with effect from the date specified in the notice.