

LIMITED GARNISHMENT SERVICE SCHEDULE

DEFINITIONS. Capitalized words in this Limited Garnishment Service Schedule (“Schedule”) that are not otherwise defined herein shall have the same meaning given in the Agreement.

WHEREAS, Client may be required under applicable law to withhold and remit certain monies pursuant to garnishment orders and other levies pertaining to Client’s employees;

WHEREAS, this Schedule is intended to supplement the Payroll and Human Capital Management Services Agreement and the General Terms and Conditions between Client and Paycom, to which this Schedule is incorporated therein, for the additional services described herein, and only with respect to the matters specifically set forth herein; and

WHEREAS, Client and Paycom wish to enter into this agreement whereby Paycom shall render certain additional services to assist Client in satisfying Client’s obligations pertaining to the withholding of funds from compensation owing to Client’s employees and remitting same.

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

A. Services Covered By This Schedule. Except as otherwise provided for herein, and after Paycom has received all of the information pertaining to Client’s designation of the name, contact information, amount that shall be paid to a payee/garnishor, and account information (if paying via electronic funds transfer), Paycom shall issue checks and mail checks or initiate electronic funds transfers to the third party payees designated by Client through the Website Account.

B. Services Not Covered by this Schedule. This Schedule shall not pertain to subpoenas, garnishment discovery, motions, applications, contestations, oppositions, injunctions, restraining orders, requirements to pay, or any other similar order, notice or levy served upon Client. Paycom is not a law firm and Paycom’s services shall not be relied upon as or considered legal services. Paycom cannot and will not represent Client before any Court or tribunal during the course of any legal proceedings, including acting as Client’s representative for any examination relating to the Response, or otherwise. Paycom shall not be responsible for and will not (a) compute the withholding amount pursuant to any instructions set forth on any garnishment summons or similar order or the respective jurisdiction’s applicable law; or (b) prepare any form for Client to review, sign, notarize, or forward to the creditor and/or Court pertaining to Client’s response to the garnishment summons. All such matters shall be Client’s exclusive responsibility. Paycom shall merely issue and mail payee checks, or initiate electronic funds transfers, to payees designated by Client and in amounts designated by Client. Unless agreed upon otherwise, Paycom will not process garnishments from ‘manual checks’ entered through the Website Account. There will be no garnishment withholdings or remittances as a result of manual checks to applicable employees. For employees subject to garnishments or similar withholdings, Client shall only submit payrolls for those employees through ordinary (non-manual check) processing. Under no circumstances shall Paycom be or be considered empowered or authorized to act as an agent for service of process on behalf of Client. Paycom agrees to perform the services described herein, but will not act as Client’s general agent and shall not be liable to any third parties for any alleged failure to remit funds. Client’s employees who have access to the Website Account may have the ability to modify or delete garnishment amounts or deductions. Paycom is under no obligation to monitor or police the Website Account to ensure that Paycom’s entries have not been overridden or modified by Client’s employees. Paycom shall not be liable or responsible in any manner for Client or Client’s employees overriding, modifying or removing Paycom’s garnishment calculation or deduction entries.

C. Information Required from Client for Garnishment Remittance. Upon Client’s receipt of a garnishment summons or other order, Client shall promptly review the garnishment, compute the desired withholding, and designate from the Website Account the name of the payee/garnishor, the name of the applicable employee, the address of the payee, account information of the payee if payment is to be made by electronic funds transfer, and the amount to be deducted from the employee and remitted to the payee. Client shall also provide any other information Paycom may reasonably require be provided.

D. Paycom’s Processing Time to Perform the Services and Disclaimer as to Processing Times. Paycom shall take prompt action upon receipt of information from Client, but, at all times, Paycom shall have at least the shorter of five (5) business days or the statutorily mandated response time from Paycom’s receipt of information from Client in which to take action. Client shall be solely responsible for the failure to provide Paycom with at least five (5) days in which to act and Client shall be solely responsible for any and all consequences or liabilities resulting from the failure of Paycom or Client to take any action during the aforementioned response time periods. Any timing requirements set forth in this Schedule may be amended by Paycom, after prior notice to Client, or in the event of a change in applicable law, rule, or regulation.

E. Reliance upon Client Information and Client Requirements. It is expressly understood and agreed that for all purposes under this Schedule, Paycom will rely upon the information provided by Client. Client shall provide Paycom with all such information as Paycom requires in its sole discretion, including employee names, employee contact information, payee/garnishor names, payee contact information, payee amounts, and payee account information if payment is to be made by electronic funds transfer. Paycom’s obligations under this Schedule are contingent upon Client providing Paycom with timely and accurate information. Client shall be exclusively responsible for the accuracy and completeness of all of the information provided to Paycom. In performing the garnishment support services provided for herein, Paycom is under no duty to investigate or verify the information provided to Paycom by Client or any employee. Client shall provide all information to Paycom in the manner required by this Schedule as soon as reasonably possible. Client shall be solely responsible for the failure to promptly

designate payees and/or information to Paycom and/or for any consequences resulting from the processing time of Paycom provided for herein (i.e. any five (5) business day or fewer processing time period).

Client shall further notify Paycom when withholdings are no longer required pursuant to a garnishment summons or order (i.e. when the judgment has been vacated, when the employee has ceased employment with Client, when a summons or lien has lapsed, when a notice of termination of garnishment has been received, or any other reason, if applicable). Client shall make such notifications via the Website Account. Paycom shall not be liable or responsible in any manner for Client's failure to notify Paycom in due time when withholdings and remittance are no longer required pursuant to the Garnishment Notice.

Client shall provide to its applicable employee all notices, including notice of Client's receipt of a garnishment summons and/or any applicable exemption forms or other forms required to be provided to an employee. For all employees subject to garnishment or other similar withholdings, Client shall not submit a payroll for processing that provides for more than one check being issued to any employee. Client shall provide the creditor/garnishor and/or the Court or other authorities with any required certifications, documentation or other responses, including a signed garnishee affidavit.

In jurisdictions where Paycom does not issue checks, Client acknowledges that any remittance of amounts by Paycom to the garnishor or other payee shall be made via electronic funds transfer to such payee's bank account, and that therefore it is the Client's responsibility to provide to Paycom the recipient's account information (such as account number and routing number) necessary to accomplish the transmittal of funds via electronic funds transfer to the recipient's bank account.

F. Required Manner of Notices. Client's continued use of the Website Account is required. All notices required to be provided to Paycom shall be made in accordance with this Schedule and/or through data entry on the Website Account, including but not limited to Client's data entry of employee names, employee contact information, payee names, payee addresses, payee amounts, payee account information, and all other information permitted to be entered through the Website Account. Paycom shall not be required to rely upon any information provided by Client to Paycom unless the information has been provided to Paycom in the manner expressly provided for herein. Paycom will not be required to rely upon any information provided via telephone or any means other than as specifically set forth herein.

To the extent Paycom regularly mails or couriers such reports to Client, upon Client's receipt of reports from Paycom, Client shall immediately examine reports for each applicable pay period and shall notify Paycom of any discrepancies between such reports and Client's own records or any errors, omissions, or miscalculations in said reports as soon as reasonably possible, but in no event later than ten (10) business days after Client's receipt of said reports. To the extent reports are not regularly mailed or couriered but instead are regularly available for review through the Website Account, then Client shall regularly review and examine said reports for each applicable pay period and shall notify Paycom of any discrepancies between such reports and Client's own records or any errors, omissions, or miscalculations in said reports as soon as reasonably possible, but in no event later than ten (10) business days after said reports become available on the Website Account. Client shall be solely responsible for all damages that result or could have been avoided had Client timely reviewed its reports and advised Paycom or any other parties of any such errors, omissions, miscalculations, or discrepancies. In the event of interruption of access to the Website Account, Paycom's sole obligation and liability shall be to restore services as soon as reasonably possible. Paycom makes no other warranties, express or implied, with respect to the Website Account and the availability of the Website Account.

G. Fees and Charges. As compensation for the services provided by Paycom under this Schedule, Client shall pay Paycom a garnishment services fee, per garnishment. In addition to such garnishment fee, Paycom shall be entitled to collect any other statutory or applicable fees that may be due from third parties under applicable law, rule, or regulation (i.e. creditors or the employee).