dayforce

SERVICE PARTICULARS
DAYFORCE PAYROLL TERMS

1. **Payment Solutions and Funds Transfer.** Dayforce's payment solutions and funds transfer services are available in the following configurations for payroll in the United States, Canada, United Kingdom, Ireland, Australia, New Zealand, and Singapore ("Available Territories"):

   - Dayforce pays Employees transferring funds using a Dayforce bank account (United States and Canada)
   - Dayforce generates bank files for Client, and Client pays their own Employees (Australia, New Zealand, and Singapore)
   - Dayforce sends bank files to a payment processing vendor that transfers files to Client's bank to pay Employees (United Kingdom and Ireland)
   - More detailed information about this Service can be found at the following **LINK.**

2. **Tax and Social Insurance Filing, Remittance and Reporting Services.** Dayforce's tax and social insurance filing and reporting services are available in the following configurations:

   - Dayforce files tax reports and remits funds in respect of tax liabilities to the Taxing Authority (United States and Canada)
   - Dayforce files tax reports to the Taxing Authority and generates tax files for the Client so the Client can remit their own taxes (United Kingdom, Ireland, Australia, and New Zealand)
   - Dayforce files Self Help Group (SHG) employee and employer contributions (e.g., SINDA, CDAC, MBMF, ECF, etc.) Ordinary Wages (OW) and Additional Wages (AW) (Singapore)
   - Dayforce provides "pay as you earn" tax reporting, such as Single Touch Payroll or Payday Filing (United Kingdom, Australia and New Zealand)
   - More detailed information about this Service can be found at the following **LINK.**

3. **Pension Auto-Enrolment.** Dayforce offers payroll functionality that can identify and enroll Employees who meet the eligibility requirements for pension auto-enrolment, as defined and directed by Client. (United Kingdom). More detailed information about this Service can be found at the following **LINK.**

4. **Superannuation, KiwiSaver and Central Provident Fund ("CPF") Solutions.** Dayforce produces Superannuation Alternative File Format ("SAFF"), CPF Line, Personal Auto-Link ("PAL") or New Zealand PAYE files to make retirement fund contributions. (Australia, New Zealand and Singapore). More detailed information about this Service can be found at the following **LINK.**

5. **Year End Employee Tax and Earning Forms.** Dayforce's year end employee tax and earning forms service consists of the following:

   - Electronic and printed year-end tax forms delivered to the Client and their Employees (United States and Canada)
   - Electronic year-end forms (United Kingdom)
   - Electronic Earning Forms for employers under the Auto-Inclusion Scheme (AIS) for year-end (e.g., IR8A, Appendix A, Appendix B, etc.) through the API integrated module using Singpass (Singapore)
   - More detailed information about this Service can be found at the following **LINK.**

6. **Wage Garnishment / Attachment Calculations.** Dayforce's wage garnishment / attachment calculation and disbursement service consists of the following:

   - Calculate and pay to third parties wage garnishments (United States and Canada)
   - Calculate and pay to third parties wage garnishments via payment processing vendor (United Kingdom and Ireland)
   - Calculate garnishment amounts and provide Client with a garnishment file so that Client can pay garnishment amounts (Australia and New Zealand)
   - More detailed information about this Service can be found at the following **LINK.**

7. **ACA Forms Filing Services / Print and Image Services (Available in United States, if purchased).** Dayforce's ACA service consists of the following:

   - Print and package ACA 1095-C Forms for shipment
   - Provide an electronic copy of ACA Forms within Dayforce's Software
   - File Client's ACA Forms with the Taxing Authority
   - More detailed information about this Service can be found at the following **LINK.**

8. **Employment and Salary Verification (Available in the United States, if purchased).** Dayforce's employment and salary verification Service consists of conducting employment, income, and other employment status verification searches (at the then current rate, to be confirmed at time of ordering) for Client. More detailed information about this Service can be found at the following **LINK.**

9. **Dayforce Wallet (Available in the United States, Canada, and United Kingdom).** The On Demand Pay Program enables Client to make available to its employees, the following:

   - Individualized Dayforce Accounts, into which Payments (including On-Demand Pay) may be deposited, and from which the employee may store, transfer, and distribute funds;
   - The ability to request payment of all or a portion of the employee's wages or other compensation earned to date, prior to the Client's Next Scheduled Payroll into a Dayforce Account, through the Direct to Bank Program, to another external account, or through other associated program(s);
   - More detailed information about this Service can be found in the Dayforce On Demand Pay Program Description **LINK** and the On-Demand Pay Program – Advance Repayment Agreement **LINK.**

10. **Client's Acknowledgement Regarding Trust Funds.** Where applicable, Dayforce has established and shall maintain the Trust for the purpose of holding and keeping Funds and other trust funds received from its clients separate from Dayforce's own property. For clarity, the principal amount of the Funds received by Dayforce from Client shall at all times while in the possession or control of Dayforce, be held in the Trust. Client acknowledges that Dayforce is entitled to invest monies held by the Trust in accordance with the investment guidelines established from time to time by Dayforce, and that Dayforce, in its own capacity, is entitled as income beneficiary to all income and gains derived or realized from such investments and is not accountable to Client, the employees, or any other person for such income or gains. The Trust is entitled to pledge such investments for borrowings of

the Trust to facilitate the Payments, rather than converting the investments into cash. Notwithstanding any limitation of liability contained in the MSA, Dayforce shall fully and completely indemnify and save Client and Client's Affiliates harmless from and against any and all loss of any portion of the principal amount of the Funds (including any losses of principal resulting from the investment of the Funds) caused by Dayforce, to the extent such Funds were actually received by Dayforce.

11. Additional Pre-Tax Tips Requirements. Client agrees (i) to subscribe for Dayforce Wallet in an Order Form as a condition to offering Pre-Tax Tips and (ii) that employees not successfully registered for a Dayforce Account are not eligible to receive Pre-Tax Tips. Client acknowledges that up to a two-day lag may occur between the time employees' Dayforce Accounts are credited for Pre-Tax Tips and the time Client contributes funds to the Trust in the amount of such Pre-Tax Tips. Therefore, if Client enrolls in, and instructs Dayforce to issue Payments for, Pre-Tax Tips, Client shall provide Dayforce with a funding reserve in an amount agreed upon by the Parties, as adjusted on a periodic basis to reflect then current Pre-Tax Tips volumes ("Reserve"). The Reserve shall be held in the Trust and used to offset any future unfunded items pertaining to Payroll, including, without limitation, Pre-Tax Tips and On-Demand Pay, should the Client default. The Reserve, less any offsets, shall be returned to Client without interest within five (5) business days following termination of Client's Pre-Tax Tips related Services.

12. For those Territor(ies) and Service(s) not listed as being offered by Dayforce herein, Client may be required to contract with a local in-country partner for any such desired Territory(ies) and Service(s).

13. Retention of Personal Data. Dayforce may retain Client Data, including Personal Data, for the purpose of Dayforce's independent legal or regulatory obligations, such as, but not limited to, recordkeeping obligations associated with money movement. The Parties acknowledge that for such purposes, Dayforce and Client act as independent Controllers and any such processing as a Controller shall be in compliance with Data Protection Legislation, as defined in the Data Processing Addendum.

14. Definitions. As used in this Agreement:

14.1. "ACA" means the United States Affordable Care Act.

14.2. "ACA Forms" means IRS Forms 1094-C and 1095-C.

14.3. "Funding Authorization" means such written authorization, power of attorney or other form executed by Client from time to time as reasonably required by Dayforce to authorize and permit Dayforce to withdraw money, forward payments or take other steps to facilitate the movement of payments as part of the Services.

14.4. Funds" means those funds to be received by Dayforce from Client, in an amount equal to the Payments to be made for a particular Payroll.

14.5. "Payments" means any payments to be made by Dayforce on Client's behalf hereunder, to its Employees statutory remittances, tax filing liabilities and other third-party payments as directed by Client and agreed to by Dayforce, including Pre-Tax Tips (as defined in the On-Demand Pay Program above).

14.6. "Payroll" means the Client Payments processed or to be processed by Dayforce with which the Services are associated.

14.7. "Tax Forms" means those forms, as supported by Dayforce's Software, as prescribed by Taxing Authorities from time to time which are required to be provided by Client to the Employees in connection with the remuneration paid or payable to the Employees.

14.8. "Taxing Authorities" means those government agencies to which tax remittances are made relating to compensation paid by Client to Employees, and any successors to such agencies.

14.9. "Trust" means the trust(s) established pursuant to a written declaration of trust for the purposes of receiving Funds from its clients, or such additional or replacement trust(s) as may hereafter be established by Dayforce for such purposes.

14.10. "wage garnishment" as used in this document means wage garnishment(s) and/or wage attachment(s) as applicable.

[LINKS]

1. Payment Solutions and Funds Transfer

No.	Task/Activity	Responsibility		Available Territories						
		Dayforce	Client	US	CAN	UK	IRL	AUS	NZ	SGP
1	Dayforce will produce and provide the Payments files.	x		x	x	x	x	x	x	x
2	Dayforce automatically transmits Payment files via the Software.	x		x	x	x	x			
3	The files are used to initiate the flow of Funds into the Dayforce Trust Account and payments are handled by Dayforce.	x		x	x					
4	Client provides payment files to financial institutions for payments to Employees.		x					x	x	x
5	Notify Client of any errors or other circumstances in the event Dayforce is unable to produce the file or individual transactions.	x		x	x	x	x	x	x	x
6	Modify the Software and Services to address generally applicable changes to laws and regulations concerning payroll gross-to-net calculations (including tax and statutory deduction tables / tax and statutory deduction rates). Dayforce does not provide legal, tax or compliance advice.	x		x	x	x	x	x	x	x
7	Process stop payments, file reversals and direct deposit reversals, if applicable, upon Client's written request (subject to any time restrictions reasonably prescribed by Dayforce).	x		x	x	x	x			
8	Review all Payroll data, reports and other materials prior to committing the Payroll, and correct any errors prior to the next scheduled processing.		x	x	x	x	x	x	x	x
9	Notify Dayforce of any changes to laws relating to Client's business that may impact Payroll processing.		x	x	x	x	x	x	x	x
10	Provide accurate Payroll data via the Software to Dayforce, within the timeframe required to meet agreed upon processing schedules.		x	x	x	x	x	x	x	x
11	Provide accurate employment status classification for each employee / other worker based on local legal requirements. Dayforce does not provide any employment classification advice.		x	x	x	x	x	x	x	x
12	Notify Client of exceptions related to paycheck processing and pre-notification rejections, bank requested notification of change requests, and returned credits.	x		x	x					

No.	Task/Activity	Responsibility		Available Territories						
		Dayforce	Client	US	CAN	UK	IRL	AUS	NZ	SGP
13	For Clients using Dayforce's bank account, issue the Payments in accordance with the Payroll and Payment processing schedule agreed upon by the Parties, by: (a) submitting Payment information to funds transfer network(s) in the form required for the electronic crediting/direct deposit of payment to the designated accounts of Employees; or (b) create negotiable paychecks to the order of Employees drawn on the Trust account. Each paycheck will be printed on Dayforce check stock with Dayforce officer's signature and Dayforce logo.	x		x	x					
14	Comply with earning statement obligations, retirement and benefit election and remittance requirements, garnishment/attachments obligations, and retrieval of any overpayments made to Employees (or liability for any penalties or other charges arising from underpayments) resulting from incorrect or incomplete information provided by Client.		x	x	x	x	x	x	x	x
15	Contact payees to resolve payment of any voided paychecks and reimburse Dayforce for any costs if Dayforce honors Client's request to initiate a stop payment order and issues a replacement check, but the check originally issued is subsequently presented for payment by a holder in due course (including fraud or misconduct on the part of Employees). Client will reimburse Dayforce for any costs resulting from holder in due course claims including, without limitation, where an Employee presents a single check for payment more than once.		x	x	x					
16	Require Employees to provide any account funding authorizations or other documents required for Dayforce to provide Services, including authorizations for the initiation of credit entries and debiting of accounts through file reversals to eliminate erroneous transactions. Client must ensure all authorizations are operative at the time of transmittal and crediting/debiting of the Employee accounts.		x	x	x					
17	Provide all authority to enable Dayforce to issue Payments on behalf of Client, and provide all other Services, including authority to stop payment and to refuse payment.		x	x	x					
18	For Clients using Dayforce's bank account, provide the Funds (including all amounts required for tax liability Payments) to an account established by the Trust, as directed by Dayforce, and ensure such funds are available to Dayforce by the time required to meet Payroll obligations. Dayforce will not be required to release any Payroll documents or make any Payments until it has received confirmation that the Funds have been irrevocably received in the Trust account from Client's financial institution. Under no circumstances will Dayforce fund Client's Payroll or tax liability obligations.		x	x	x					
19	Pay for all reasonable expenses incurred by Dayforce as a result of Client errors or omissions.		x	x	x					

2. Tax and Social Insurance Filing, Remittance and Reporting Services

No.	Task/Activity	Responsibility		Available Territories						
		Dayforce	Client	US	CAN	UK	IRL	AUS	NZ	SGP
1	Provide Dayforce with all information, authorizations and other documentation required by Dayforce in order to enable Dayforce to determine the Client's paid and accrued taxes and tax liabilities.		x	x	x	x	x	x	x	x
2	Prepare and file Client's Payroll tax returns for those jurisdictions supported by Dayforce and reflected on Client's Tax jurisdictional profile.	x		x	x	x	x			
3	Remit Client's tax liabilities to Taxing Authorities.	x		x	x					
4	Provide Client access to account information via the Software, including tax deposit history.	x		x	x					
5	Provide Client with a regular tax statement or, where applicable, provide Client the ability to report on pay events for each Client tax registration number processed by Dayforce.	x		x	x	x	x	x	x	
6	Report Client's payroll information to the appropriate Taxing Authority or social insurance authority based on the relevant Payroll data provided by Client, and for those jurisdictions supported by Dayforce and reflected on Client's Tax jurisdictional profile	x						x	x	
7	Prepare and file employer Tax Forms in the formats required by each Taxing Authority, as long as Dayforce has provided tax filing Services for Client for the entire calendar year or Client has provided year to date or periodic tax filing data.	x		x	x	x	x			
8	Provide Dayforce with any notices it receives from the Taxing Authority and/or social insurance Authority. Client will receive, review and be the contact for all correspondence with the Taxing Authority and social insurance authority, but Client authorizes Dayforce to discuss matters relating to tax filing with such Taxing Authorities, where applicable. Where applicable, Client will provide Dayforce with all required information to assist Dayforce in responding to inquiries or in processing amendment requests. Client will notify Dayforce in writing immediately of any changes to the frequency with which it must make its statutory remittances.		x	x	x	x	x	x	x	
9	Upon request, assist Client in responding to Taxing Authorities inquiries, but only if the inquiries relate to Dayforce's services. Dayforce will provide Client with copies of correspondence sent to Taxing Authorities as part of any such inquiry.	x		x	x					
10	Assist Dayforce in responding to Tax Authority inquiries or in processing amendment requests by providing any required information. Client will provide Dayforce with written approval for amendments or inquiries resulting in additional payments due and agrees to fund these amounts in full prior to completion and submission of any amendment or upon completion of any inquiry.		x	x	x	x	x			

No.	Task/Activity	Responsibility		Available Territories						
		Dayforce	Client	US	CAN	UK	IRL	AUS	NZ	SGP
11	Provide all changes to tax or social insurance information to Dayforce no later than 10 Business Days before the change becomes effective, and pay any penalties or other amounts owed as a result of incorrect information or information that is not provided in a timely manner		x	x	x	x	x	x	x	x
12	Review and approve all Payroll tax and social insurance and information before it is submitted to the Taxing Authority and social insurance authority by Dayforce.		x	x	x	x	x	x	x	x
13	Review and compare the transmitted liabilities with Dayforce posted liabilities and notify Dayforce of any discrepancies within one (1) Business Day of initial receipt (or such other time period as reasonably established by Dayforce in accordance with its processing schedule). Dayforce is not responsible for Client's tax and social insurance liabilities.		x	x	x	x	x	x	x	x
14	Retain records according to the requirements of each Taxing Authority. Dayforce has no responsibility for retaining records on behalf of Client.		x	x	x	x	x	x	x	x
15	Provide accurate account numbers, remittance frequency and all other information required to permit accurate and timely remittance by Dayforce.		x	x	x					
16	Provide mid quarter data within two weeks of the Go Live Date, or by the 15th day of March, June, September, or December, whichever comes first, if Client's Go Live Date is after tax liabilities have been paid by Client in the quarter of service (or by such other deadlines as reasonably established by Dayforce from time to time in accordance with its processing schedule).		x	x	x					
17	Provide Dayforce with Funds in an amount equal to the tax liability Payments to be made for a particular Payroll.		x	x	x					
18	Submit any necessary changes to the year-end tax file or other tax files as applicable in accordance with the time frames reasonably established by Dayforce (such time frames will be established based on the time required, after receipt of such information by Dayforce, for Dayforce to perform its responsibilities within the time prescribed by the Taxing Authorities).		x	x	x	x	x	x	x	x

3. Pension Auto-Enrolment (Available in the United Kingdom, if purchased)

No.	Task/Activity	Responsibility		Available Territories						
		Dayforce	Client	US	CAN	UK	IRL	AUS	NZ	SGP
1	Identify and enroll Employees who meet the eligibility requirements for pension auto-enrolment, as defined and directed by Client.	x				x				
2	Review and correct the eligibility requirements that are used to identify Employees for pension auto-enrolment. Prior to the first pension contribution of an enrolled Employee, review the enrolment and contribution details and correct any errors.		x			x				

No.	Task/Activity	Responsibility		Available Territories						
		Dayforce	Client	US	CAN	UK	IRL	AUS	NZ	SGP
3	Provide an eligible pension scheme for pension auto-enrolment and determine all eligibility rules for Employees. Dayforce does not provide any advice on eligible pension schemes or eligibility rules.		x			x				
4	Inform Employees that they have been auto enrolled in a pension scheme and any postponement period which may affect them.		x			x				
5	Review and process any opt-out requests made by Employees.		x			x				
6	Enter any changes to Employee pension records post auto enrolment and submit the Declaration of Compliance to The Pensions Regulator.		x			x				

4. Superannuation, KiwiSaver and Central Provident Fund ("CPF") Solutions (Available in Australia, New Zealand and Singapore, if purchased)

No.	Task/Activity	Responsibility		Available Territories						
		Dayforce	Client	US	CAN	UK	IRL	AUS	NZ	SGP
1	Produce Superannuation Alternative File Format ("SAFF"), CPF Line, Personal Auto-Link ("PAL") or New Zealand PAYE file or other supported files in accordance with Payroll and processing schedules.	x						x	x	x
2	Provide accurate superannuation, CPF and KiwiSaver data to Dayforce via the Software within the timeframe required by Dayforce to meet agreed upon processing schedules. Client will be solely responsible for determining employment status classification and whether Client has any superannuation, CPF or KiwiSaver liability for an Employee. Correct any exceptions or errors before transmitting data for Client's next Payroll.		x					x	x	x
3	Review and audit all superannuation, CPF and KiwiSaver data, reports, contracts of employment, contracts of engagement and other materials prior to committing the Payroll for accuracy correct any discrepancies or errors (including employment status classification) in such materials prior to the next scheduled processing.		x					x	x	x
4	Monitor changes to those laws specifically applicable to Client's business, interpreting applicable laws and regulations, determining the requirements for compliance with such laws and regulations, and notifying Dayforce of any changes to the Payroll processing required as a result of such changes.		x					x	x	x

5. Year End Employee Tax and Earning Forms

No.	Task/Activity	Responsibility		Available Territories						
		Dayforce	Client	US	CAN	UK	IRL	AUS	NZ	SGP
1	Subject to Client providing all required information, reviews and approvals, deliver the Tax Forms to Client via the Software no later than five Business Days (or any other reasonable deadline established by Dayforce) after Client has committed/released the Tax Forms for the applicable tax year and/or year-end compliance forms, as applicable.	x		x	x	x				x
2	Where applicable, annually publish the Tax Forms production schedule.	x		x	x	x				
3	Post the type(s) and quantity of Tax Forms as specified by Client and as the data appears in the file transmitted by Client.	x		x	x	x				x
4	Process and review year end output (including Tax Forms) for accuracy and make any necessary corrections (within the deadline established by Taxing Authorities).		x	x	x	x				x
5	Adhere to the annually published Tax Forms production schedule (e.g. completion of any necessary adjustments and committing the Tax Forms for publishing) provided by Dayforce.		x	x	x	x				
6	Print and package Tax Forms for shipment within five Business Days (or such other deadline as reasonably established by Dayforce from time to time in accordance with its processing schedule) after Client has committed (through the Software application) to print/release the Tax Forms. Additional charges will apply for any Client requested (a) sorting and/or splitting, or (b) printing of Tax Forms.	x		x	x					
7	Review Tax Forms upon receipt of same and notify Dayforce of any errors in such materials within two Business Days (or such other deadline as reasonably established by Dayforce from time to time in accordance with its processing schedule).		x	x	x	x				x

6. Wage Garnishment / Attachment Calculations

No.	Task/Activity	Responsibility		Available Territories						
		Dayforce	Client	US	CAN	UK	IRL	AUS	NZ	SGP
1	Calculate Client's wage garnishment/attachment liabilities as compelled by law.	x		x	x	x	x	x	x	
2	Collect funds from Client and deposit Client's wage garnishment liabilities for those federal, state/provincial, and local payment processing units and individual third parties supported by Dayforce to which an Employee owes a debt and has agreed or is compelled by law to resolve via garnishment of Employee's wages.	x		x	x					
3	Provide a report or statement of account activity to Client summarizing wage garnishment/attachment transactions. Dayforce is not responsible for providing additional administrative services including responding to government or judicial authority inquiries relating to wage garnishment/attachments, agency research, account reconciliation, and wage garnishment/attachment data input and adjustments except where Dayforce has agreed in writing to provide such services.	x		x	x	x	x	x	x	

No.	Task/Activity	Responsibility		Available Territories						
		Dayforce	Client	US	CAN	UK	IRL	AUS	NZ	SGP
4	Provide wage garnishment/attachment data in a Dayforce approved format (required data varies by jurisdiction) as outlined in user manuals, client communications and service advisories within the timeframes required for Payroll data generally.		x	x	x	x	x	x	x	
5	Notify Dayforce of any unscheduled and/or special Payroll runs that will impact wage garnishment/attachment data including void, manual, and/or adjustment transactions.		x	x	x	x	x			
6	Correct any errors before transmitting Client's next Payroll or wage garnishment/attachment data transmission. Any penalty or other charges that result from incorrect, incomplete, and/or changed wage garnishment/attachment data received by Dayforce from Client, or from Client's changed information or signatures and documents in Client's possession that are not provided to Dayforce in a timely manner are Client's sole and exclusive responsibility. Client will compensate Dayforce for any applicable late or miscellaneous fees caused by Client.		x	x	x					
7	Provide funds to cover the total amount of wage garnishment liabilities transmitted by Client in accordance with the terms set forth in the Funding Authorization.		x	x	x					

7. ACA Forms Filing Services / Print and Image Services (Available in United States, if purchased)

No.	Task/Activity	Responsibility		Available Territories						
		Dayforce	Client	US	CAN	UK	IRL	AUS	NZ	SGP
1	Subject to Client's obligations to provide complete and accurate data in a timely fashion, print and package ACA 1095-C Forms for shipment in accordance with its processing schedule. Employees may opt-out of receiving a printed form using the self-service functionality in the Software. Additional charges will apply for printing as well as any Client requested splitting of ACA Forms.	x		x						
2	Deliver a copy of ACA Forms within the Software for review and approval by Client administrators. Upon approval, ACA Forms may be printed from the system.	x		x						
3	Upon receipt of complete and accurate data in the format specified by Dayforce, annually file Client's ACA Forms in the format required by the Taxing Authority.	x		x						
4	Annually publish the ACA Forms production schedule.	x		x						
5	Prior to the Go Live Date and at appropriate intervals thereafter, provide Dayforce with such information, forms, written authorizations and other documentation as reasonably required by Dayforce to file ACA Forms.		x	x						
6	Provide complete and accurate data to Dayforce in a Dayforce specified manner, and promptly review data and correct any incomplete or inaccurate data.		x	x						

No.	Task/Activity	Responsibility		Available Territories						
		Dayforce	Client	US	CAN	UK	IRL	AUS	NZ	SGP
7	Adhere to the annually published ACA Forms production schedule (e.g. completion of any validation and necessary adjustments in the timeframe designated by Dayforce and committing the ACA Forms to Dayforce for processing) provided by Dayforce.		x	x						
8	Respond to Taxing Authority inquiries related to the ACA Forms.		x	x						

8. Employment and Salary Verification (Available in the United States, if purchased)

No.	Task/Activity	Responsibility		Available Territories						
		Dayforce	Client	US	CAN	UK	IRL	AUS	NZ	SGP
1	Conduct employment, income and other employment status verification searches (at the then current rate, to be confirmed at time of ordering) for Client. The third party contractor through whom Dayforce provides this Service is a Consumer Reporting Agency, as defined by the federal Fair Credit Reporting Act (FCRA). Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website: https://www.consumerfinance.gov/learnmore/ The specific obligations of Furnishers of Information under the FCRA can be found at www.federalregister.gov/articles/2012/11/14/2012-27581/fair-credit-reporting-regulation-v-correction#h-14	x		x						
2	Provide Dayforce with the required information in order to enable Dayforce to complete the Services in accordance with the mutually agreed upon processing schedule.		x	x						
3	As the data furnisher, be solely responsible for the accuracy of all information provided to Dayforce, and in this regard will participate (as needed) in consumer dispute resolution process that may occur related to the accuracy of information provided to Dayforce.		x	x						

9. ON-DEMAND PAY PROGRAM (Available in United States, Canada and United Kingdom)

9.1. The On-Demand Program enables Client to make available to its Employees, the following:

(i) the ability for Employees to establish individualized Dayforce Accounts (capitalized terms used herein are defined in Appendix A), into which Payments (including On-Demand Pay and Pre-Tax Tips) may be deposited, and from which the Employee may store, transfer and distribute funds, all as contemplated in the Accountholder Agreement; and

(ii) the ability to request payment of all or a portion of the Employee's wages or other compensation earned to date, prior to the Client's Next Scheduled Payroll, including in some offerings to an External Account

(iii) the ability for Client to pay to the Employee the Pre-Tax Tips earned to date, prior to the Client's Next Scheduled Payroll (available in US only).

9.2. In order to create a Dayforce Account, an Employee must enter into an Accountholder Agreement directly with the Issuing Bank. The Parties acknowledge and agree that where applicable the Dayforce Accounts are "payroll card accounts" as defined in Regulation E (12 CFR Part 205). Monies payable to an Employee will be deposited into an omnibus account in the name of the Issuing Bank (and under the Issuing Bank's tax identification number, where applicable), for the benefit of all Accountholders pending distribution to Employees. Employee rights and obligations with respect to the Dayforce Account will be established by, and subject to, the terms and conditions of the Accountholder Agreement made between the Employee and the Issuing Bank, and may be maintained by Employee after his / her employment with Client ends. Dayforce or the Issuing Bank may refuse to issue or distribute a Dayforce Account to any Employee for which Dayforce or the Issuing Bank has not been able to independently verify the identity of the Employee, or where Dayforce has determined, in its sole discretion (acting reasonably), that an Employee represents an unreasonable risk (e.g. the Employee appears on a prohibited persons list).

9.3. Client covenants and agrees to:

(i) offer Dayforce Accounts and the On-Demand Pay Program in accordance with applicable law;

(ii) not distribute Payroll to Employees via Dayforce Accounts or other External Accounts without first providing each Employee a copy of the applicable Accountholder Agreement and the Dayforce Accounts Fees disclosure form, where applicable;

(iii) distribute to Employees such other program compliance related materials as may be reasonably requested by Dayforce from time to time;

(iv) not distribute any materials with respect to the On-Demand Pay Program that are not approved by Dayforce in advance; and

(v) enter, maintain and transmit the necessary data to Dayforce within the timeframes agreed upon for Dayforce to provide the On-Demand Pay and Pre-Tax Tip Services described herein. For Pre-Tax Tips, which is available in US only, Client is responsible for ensuring that Employees have sufficient wages to cover tax liabilities at the Next Scheduled Payroll and/or any garnishment obligations.

9.4. To the extent physical Cards are provided to Client, Client accepts full responsibility for such Cards while in its possession or control (including inventory tracking and management), and will comply with all Rules issued at the time of physical card implementation. Client shall notify Dayforce and/or Dayforce's designee immediately upon becoming aware of any loss, theft, unauthorized use or fraudulent use of Cards and shall be fully responsible for the unauthorized or fraudulent use thereof.

9.5. Client agrees that Dayforce, the Issuing Bank, and regulatory authorities having jurisdiction over Issuing Bank or Dayforce, will have the right to audit and inspect Client's books and records related to the On-Demand Pay Program and Client's performance of its obligations with respect thereto, including: (a) any of Client's records pertaining to the set-up of Employees for participation in the On-Demand Pay Program; and (b) marketing materials related to the On-Demand Pay Program. In the event a communication from a governmental authority regarding the On-Demand Pay Program is received by Client, Dayforce or the Issuing Bank, (1) if such communication is received by Client, Client will promptly notify Dayforce, and (2) Client will reasonably cooperate with requests in accordance with any such communication.

9.6. As and when requested (and initiated) by an Employee through the Software, Dayforce will cause the appropriate On-Demand Pay Affiliate to make an Advance (to the Trust or the On-Demand Pay Program Funding Account, as applicable) in an amount not to exceed the Maximum Employee Advance, to be distributed by the applicable Trust or On-Demand Pay Program Funding Account as follows:

(i) payment of Employee's net wages (or other compensation) earned into the Employee's Dayforce Account or External Account;

(ii) withholding, and paying when due, the tax liabilities (as described in Section 2 above) payable in respect of the Advance, to the Taxing Authorities, where applicable; and

(iii) withholding, and paying when due, other applicable third party payments (as configured in the Software) payable in respect of the Advance (such as, by way of example only, garnishments), to the respective third parties, where applicable.

Limits and restrictions with respect to Advances can be configured in the Software, but in no event will an Employee be permitted to receive an Advance in an amount greater than the Maximum Employee Advance.

9.6.1. As and when requested (and initiated) by an Employer through the Software, Dayforce will credit to the Employee's Dayforce Account an amount equal to the Pre-Tax Tips amount, to be distributed by the Trust as payment of Employee's Pre-Tax Tips earned, as entered by Client, into the Employee's Dayforce Account. For the avoidance of doubt, Client shall directly provide the Pre-Tax Tips Funding to the Trust as required by Dayforce. At the Next Scheduled Payroll, the Pre-Tax Tips will be subject to tax and withholding as described in Payment Solutions and Funds Transfer section above.

9.6.2. The Advances will be made by Dayforce or On-Demand Pay Affiliates (as defined in the Advance Repayment Agreement), where applicable, on an interest-free basis, provided the Advances are repaid in full on the Next Scheduled Payroll from the Payroll Funds provided by Client for the Next Scheduled Payroll. Client will not be entitled to carry an ongoing balance beyond the Next Scheduled Payroll.

9.6.3. Dayforce reserves the right to charge interest on any Advances not paid in full by the Next Scheduled Payroll, which will accrue from the date of default, at the interest rate as set forth in the Advance Repayment Agreement.

9.6.4. Dayforce reserves the right to cease making Advances, in whole or in part, or to institute limits on the Advances, as it considers reasonable and prudent, at any time and from time to time, in its sole discretion. In this regard, Client acknowledges and agrees that while Dayforce or its applicable On-Demand Pay Affiliate(s) may provide Advances under the Advance Repayment Agreement initially without requiring security for the Advance (by way of example only, during a pilot phase or initial roll out of the On-Demand Pay Program), a priority security interest or other form of protection or assurance with respect to the Advance will be required from Client when the On-Demand Pay Program feature is used by more Employees and / or the aggregate amount of the Advances exceeds the limits established by Dayforce where security is required, in its sole discretion.

9.6.5. In order to facilitate the Advances contemplated in connection with On-Demand Pay Program, Dayforce has arranged for Dayforce or one of its On-Demand Pay Affiliates, to provide Advances, on the terms and conditions as set forth in the Advance Repayment Agreement. The Advances to be made by Dayforce or its On-Demand Pay Program Affiliates under the Advance Repayment Agreement will be provided directly to the Trust or On-Demand Pay Program Funding Account, as applicable, to be distributed as set forth herein, for and on behalf of the Client. By executing an Order Form subscribing for the On-Demand Pay Program, in addition to agreeing with Dayforce to the terms of this Section 9, Client is also agreeing with Dayforce or its applicable On-Demand Pay Affiliate(s) to be bound by and comply with the terms and conditions of the Advance Repayment Agreement. Access to the On-Demand Pay Program features and the obligation of Dayforce to cause Advances to be made, is subject to Client agreeing to, and complying at all times with, the terms and conditions of the Advance Repayment Agreement.

9.6.6. Client authorizes Dayforce to directly contact Employees using the contact information within Employee´s Dayforce profile as reasonably required in connection with the On-Demand Pay Program, including: communicating with Employees about the benefits, features and functionality of the On-Demand Pay Program and how to register; and otherwise as reasonably required to meet its obligations to Client and Employees in connection with the On-Demand Pay Program. Client further acknowledges that upon downloading the Dayforce Wallet App or using any On-Demand Pay Program features in the Dayforce Mobile App, Employees establish a direct relationship with Dayforce and with the Issuing Bank for purposes of administering, soliciting feedback and improving the Dayforce On-Demand Pay Program and ancillary services (the "Accountholder(s))". Client acknowledges that Dayforce and the Dayforce On-Demand Pay Affiliate(s) have the right to engage with Accountholders who are Dayforce and Issuing Bank customers.

9.6.7. The On-Demand Pay Program may be modified, suspended, or discontinued by Dayforce at any time or from time to time, including as necessary to remain compliance with the Rules.

9.6.8. The Parties agree that Dayforce and Client are independent Controllers, (as defined by the Data Processing Addendum) with respect to Personal Data processed as part of the On-Demand Pay Program. Dayforce will process personal data of Employees in accordance with the Wallet Privacy Notice, as may be updated from time to time by posting an updated version at https://www.dayforcewallet.com/ in the Terms section of the website, including retaining data in accordance with that Notice.

9.6.9. Dayforce reserves the right to provide different offerings and services through the On-Demand Pay Program based on the location of the Employee. Not all offerings will be available in all countries.

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Appendix A
On-Demand Pay Program - Advance Repayment Agreement

This Advance Repayment Agreement ("*Advance Repayment Agreement*") is made between Client and Dayforce Canada Ltd. in Canada (*"Dayforce Canada"*) and/or Dayforce National Trust Bank (*"DNTB"*), in the US, and/or Dayforce EMEA Limited, a company incorporated under the laws of England, Company Number 10164768 with registered office C/O Corporation Service Company (UK) Limited, 5 Churchill Place, 10th Floor, London, United Kingdom, E14 5HU ("*Dayforce Europe*") (collectively, "*On-Demand Pay Affiliates*") as of the date of the Order Form signed by the Client subscribing for the On-Demand Pay Program. Capitalized terms used herein are defined below.

RECITALS

WHEREAS:

A. Client and Dayforce have entered into (or are contemporaneously herewith entering into) the Dayforce Agreement, pursuant to which the Parties agree that Dayforce will be providing Client with certain payroll processing services.
B. Client is desirous of its Employees having access to Advances under the On-Demand Pay Program functionality offered by Dayforce under the Dayforce Agreement.
C. In order to facilitate the Advances contemplated in connection with On-Demand Pay Program, Dayforce will provide Advances, on the terms and conditions as set forth in this Advance Repayment Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained in this Advance Repayment Agreement, Client and On-Demand Pay Affiliates agree as follows:

1. CAPITALIZED AND DEFINED TERMS; INCORPORATION OF TERMS

1.1. Incorporation of Terms. This Advance Repayment Agreement is entered into between Client and the On-Demand Pay Affiliate in the applicable jurisdiction, in connection with the Dayforce Agreement. In this regard, the Parties agree that the terms and conditions of the Master Services Agreement shall also apply to this Advance Repayment Agreement, and are incorporated herein by reference; provided, however, that Section 9 (Limitation of Liability) or any other similar provision of the Master Services Agreement limiting Client's liability thereunder, shall not apply to this Advance Repayment Agreement. In the event of any conflict between the terms of the Master Services Agreement and the terms of this Advance Repayment Agreement, the terms of this Advance Repayment Agreement will prevail. All capitalized terms used herein and not defined shall have the same meaning as in the other documents that form part of the Dayforce Agreement. In this regard, and for ease of reference, certain terms defined in the Dayforce Agreement which are applicable to this Advance Repayment Agreement, have been reproduced below, together with additional defined terms used herein.

1.2. Defined Terms. As used herein:

1.2.1. "*Advance*" means any advance of monies made by On-Demand Pay Affiliates to the Trust, on behalf of the Client, or to the Client, as applicable in connection with and to fund On-Demand Pay, including:
1.2.1.1. On-Demand Pay amounts deposited into Dayforce Accounts or other External Accounts;
1.2.1.2. applicable source deductions payable to Taxing Authorities in respect of Advances; and
1.2.1.3. payments made to other third parties (in accordance with the rules configured in the Software) in connection with Advances, including garnishments and benefit premiums;

1.2.2. *"Advance Repayment Agreement"* has the meaning set forth in the preamble;

1.2.3. "*Card*" means the access device or number associated with a Dayforce Account;

1.2.4. "*Dayforce Agreement*" means the written agreement between Client and Dayforce pursuant to which Client engaged Dayforce to provide Client with certain payroll processing services, the details of which are known to the Parties. The terms and conditions applicable to such agreement are set forth in an Order Form, together with the various terms and conditions incorporated therein by reference, including a Master Services Agreement, Service Particulars, Statement(s) of Work and other applicable documents and funding authorizations;

1.2.5. "*Dayforce Account*" in the United States and Canada means: a Dayforce designated account established by an Employee with the Issuing Bank, into which Dayforce may distribute Payments (on behalf of the Client) to the Employee; and in the United Kingdom means: an e-money account issued by a participating Issuing Bank licensed by the Financial Conduct Authority under the Electronic Money Regulations 2011, subject to the terms and conditions entered into separately with the Issuing Bank and the Issuing Bank's privacy policy, in the name of an Employee into which Dayforce Europe may distribute Payments (on behalf of the Client) to the Employee.

1.2.6. "*On-Demand Pay Program*" means, collectively, the overall program whereby Payments are made to the Dayforce Accounts or other External Accounts, and (if made available by the Client) Employees may request or Client may provide, instant payments of their earned wages or other compensation through On-Demand Pay, all as more particularly described in the Dayforce Agreement;

1.2.7. "*External Account*" means an account designated and established by an Employee with a bank or service provider of choice that is not the Issuing Bank, into which Dayforce may distribute On-Demand Pay (on behalf of the Client) to the Employee;

1.2.8. *"Issuing Bank*" means the bank with which Dayforce has contracted to issue the Dayforce Accounts and Cards and enable the On-Demand Pay Program, where applicable;

1.2.9. "*Master Services Agreement"* means the written Master Services Agreement comprising part of the Dayforce Agreement, and any schedules, appendices or other attachments thereto;

1.2.10. "*Maximum Advance Amount*" has the meaning set forth in Section 2.1.2 below;

1.2.11. "*Maximum Employee Advance*" means, in respect of each Employee, an amount equal to the Employee's gross wages or other compensation earned (during the then current Payroll period, as reflected in the Software) as of the date of the Advance request,

1.2.12. "*Next Scheduled Payroll*" means, at any given time, Client's immediately next scheduled Payroll to be processed hereunder;

1.2.13. "*On-Demand Pay Affiliates*" has the meaning set forth in the preamble;

1.2.14. "*Prime Rate*" means the annual rate of interest announced from time to time by Dayforce's primary financial institution as a reference rate then in effect for determining interest rates on U.S. dollar commercial loans in the United States, CAD dollar commercial loans in Canada, and the sterling wholesale market in the United Kingdom as applicable; and

1.2.15. *"Pre-Tax Tips"* means, where made available by Client to its Employees, the feature of the On-Demand Pay Program whereby Dayforce pays an Employee the pre-tax earned tips (gross amount), without Tax Services or similar deductions applied, as directed by the Client's input of tips dollar amounts into the Dayforce Software, prior to the Next Scheduled Payroll, by payment of such pre-tax earned tips into the Employee's Dayforce Account. Pre-Tax Tips do not include service charges and is available in United States only.

1.2.16. *"Rules"* means the laws, rules, regulations, by-laws or other operating standards or requirements of: (a) any network; (b) any other card association operating a payment network which is utilized by Dayforce or the Issuing Bank for the purposes of provisioning a Dayforce Account or Card; (c) the National Automated Clearinghouse Association; or (d) other applicable regulators or associations with jurisdiction over activities associated with the On-Demand Pay Program.

2. TERMS OF ADVANCE

2.1. Advances. On-Demand Pay Affiliates agree to provide Advances to the Trust, on behalf of Client, or to the Client, as applicable, to facilitate the On-Demand Pay requests, in accordance with the following:

2.1.1. Employee Advances. As and when requested by Dayforce (as initiated by an Employee through the Software), the applicable On-Demand Pay Affiliate will make an Advance up to the Maximum Employee Advance, for and on behalf of the Client, for distribution to the Employee and others as contemplated under the terms of the On-Demand Pay Program, via the Dayforce Card Account or another External Account, as applicable. Each Advance processed by Dayforce will be considered an Advance at the end of the Business Day on the date of processing of the Advance.

2.1.2. Client Advance Limits and Restrictions. Each of the On-Demand Pay Affiliates reserves the right, in its sole and absolute discretion, to institute a maximum dollar and/or sterling amount (the "*Maximum Advance Amount"),* or to impose other restrictions or limits on the Advances to be made to Clients or on behalf of the Client to its Employees hereunder. The Maximum Advance Amount and other restrictions and limits are subject to review and revision by the On-Demand Pay Affiliates from time to time, with any such change to be communicated to Client in writing no less than one Payroll period in advance. In addition, this Advance Repayment Agreement may be temporarily suspended from time to time, or terminated by the On-Demand Pay Affiliates at any time, in each case in the On-Demand Pay Affiliate's sole discretion.

2.1.3. Due Diligence. Prior to the initial Advance and periodically thereafter, the On-Demand Pay Affiliates may conduct due diligence to determine Client's eligibility to participate in the On-Demand Pay Program. Client agrees to provide the On-Demand Pay Affiliates with reasonable access to information as reasonably requested from time to time to evaluate Client's suitability for participation in the On-Demand Pay Program, or to establish or review limits imposed on the Advances. In addition, in the United Kingdom, Dayforce Europe may conduct searches through an identity-referencing agency and through other sources of information and use scoring methods both to allow Dayforce Europe to provide Client with credit and to assess Dayforce Europe's risks in doing so, including credit standing and compliance with all Know Your Customer and customer due diligence requirements. A record of any searches, scoring and data collected will be kept and may be used to allow Dayforce Europe and its Affiliates to similarly provide Client with services and to assess Dayforce Europe's risks in doing so. Information may also be shared with other organizations or persons to prevent fraud. Additionally, information may be shared with governmental, regulatory or judicial organizations to prevent fraud or financial crime where Dayforce Europe considers it appropriate or where it is legally required to do so. The foregoing use of personal data may render Dayforce Europe a data controller. Client agrees to provide Dayforce Europe with information as requested from time to time (including but not limited to beneficial owner information) to allow Dayforce Europe to comply with its regulatory and legal obligations.

2.2. Notice of Client Default. Client agrees to immediately notify On-Demand Pay Affiliates upon becoming aware of the existence of any condition or event which would, or with the lapse of time or failure to give notice, cause Client to be in breach of its obligations under this Advance Repayment Agreement, including the ability to repay outstanding Advances. Such written notice will specify the nature and period of the existence of such condition or event, and any action which Client is taking or proposes to take with respect thereto.

3. REPAYMENT

3.1. Repayment of Outstanding Advances. Client agrees to repay all outstanding Advances in full on the Next Scheduled Payroll, from Funds provided in the ordinary course by Client for the Next Scheduled Payroll, or such other payment method as agreed upon by Dayforce or On-Demand Pay Affiliates. For the avoidance of doubt, Client will not be entitled to carry an ongoing balance of outstanding Advances beyond the Next Scheduled Payroll. On-Demand Pay Affiliates reserve the right to charge interest on any Advances not paid in full by the Next Scheduled Payroll, with interest accruing from the date of default, or date of each Advance, as applicable, at an interest rate equal to the Prime Rate plus two (2%) percent.

3.2. Client Breach. If Client fails to pay the full amount of all outstanding Advances on the Next Scheduled Payroll, Client agrees that On-Demand Pay Affiliates may:

3.2.1. immediately terminate Client's and/or its Employees' participation in the On-Demand Pay Program;

3.2.2. subject to any right to notice of default and right to cure required by state/provincial law, declare all outstanding Advances (and related interest, if any) immediately due and payable;

3.2.3. debit Client's bank account for all outstanding Advances;

3.2.4. exercise a right of offset against other Funds held in Trust on behalf of Client, if applicable; and

3.2.5. pursue any and all other remedies available to it at law.

Client waives any and all defenses to liability under this Advance Repayment Agreement other than payment in full. For the avoidance of doubt, the On-Demand Pay Affiliates do not provide credit to Employees and have no right of recourse against any Employee.

3.3. Attorneys' Fees and Collection Costs. To the extent not prohibited by applicable law, Client shall pay the On-Demand Pay Affiliates, on demand, any and all expenses, including, but not limited to, arbitration filing and other fees, collection costs, reasonable attorneys' fees, and all other expenses expended by On-Demand Pay Affiliates to obtain or enforce payment obligations of Client hereunder.

4. ADDITIONAL TERMS

4.1. Additional Assurance. On-Demand Pay Affiliates have agreed to provide initial Advances, for the purposes of Client's participation in the On-Demand Pay Program, without requiring a security interest or other assurances of repayment of the outstanding Advances. However, the Parties acknowledge and agree that each applicable On-Demand Pay Affiliate shall have the right, in its sole discretion, to require that Client provide additional assurances to continue its participation in the On-Demand Pay Program as the number of potential Employees accessing funds through the On-Demand Pay Program increases, the potential dollar amount of the Advances increases beyond the limit or threshold amount considered reasonable (in Dayforce's sole discretion) for unsecured Advances, or otherwise if Dayforce or the On-Demand Pay Affiliate believes that the Client's ability to repay the outstanding Advances has deteriorated. On-Demand Pay Affiliate shall provide Client with notice of its intention to require such additional assurance, and the Parties will agree upon the nature and form of security to be provided, failing which Client's participation in the On-Demand Pay Program may be limited to the then current level (or such other limit as Dayforce or the On-Demand Pay Affiliate considers reasonable in the circumstances for unsecured Advances) or terminated. By way of example only, the kinds of assurances reasonably acceptable to On-Demand Pay Affiliates, include the following: (i) granting On-Demand Pay Affiliates a security interest, (ii) providing On-Demand Pay Affiliates a letter of credit, (iii) pre-funding the Maximum Advance Amount or some other amount mutually agreed by the Parties, where applicable, (iv) placing cash on deposit with On-Demand Pay Affiliates, where applicable or (v) revising the method and timing of funds transfer (*e.g.*, requiring a drawdown wire to be processed at an earlier time than originally stipulated).

4.2. Transfer and Assignment. Each On-Demand Pay Affiliate reserves the right to sell, transfer, or assign all or any portion of its interest in this Advance Repayment Agreement (including, without limitation, any amounts advanced hereunder from time to time) to another entity or person and Client hereby knowingly consents to such sale, transfer, or assignment. This Advance Repayment Agreement, and the rights and obligations hereunder, may not be assigned by Client (including by operation of law) without the applicable On-Demand Pay Affiliate's prior written consent and any purported assignment in violation of the foregoing shall be void ab initio. For the avoidance of doubt, no such transfer or assignment shall be effective unless the assignee has agreed to be bound by the terms and conditions of this Advance Repayment Agreement.

4.3. Term and Termination. This Agreement commences as of the Effective Date, and unless earlier terminated in accordance with the express terms hereof, will continue for so long as Dayforce continues to provide Client with the On-Demand Pay Program Services under the Dayforce Agreement. For the avoidance of doubt, this Advance Repayment Agreement shall automatically terminate contemporaneously with the expiration or termination (for any reason) of the Dayforce Agreement.

4.4. Breach, Default, and Termination. Without limiting the generality of the application of the Master Service Agreement to this Advance Repayment Agreement (as contemplated under Section 1.1 above), the Parties agree that the termination sections of the Master Services Agreement shall apply to this Advance Repayment Agreement.

5. CLIENT'S REPRESENTATIONS AND WARRANTIES.

Client represents and warrants as follows on the date hereof and on the date any Advance is made hereunder:

5.1. Formation. Client is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation and is duly qualified or licensed and in good standing to do business in all jurisdictions in which Client does business. Client has the power to own its own assets and carry on the business as it is being conducted.

5.2. Client's Authorization. The execution, delivery and performance by Client of this Advance Repayment Agreement are within Client's powers, have been authorized by all necessary corporate action and do not and will not contravene Client's Articles of Incorporation or Bylaws or memorandum or articles of associate, violate any provision of law or regulation applicable to it or result in a breach of or default under any other Advance Repayment Agreement to which Client is a party, including any other financing agreements. All authorizations required or desirable to enable Client to lawfully enter into, deliver and perform this Advance Repayment Agreement, or which are necessary for the conduct of Client's business, trade and ordinary activities, have been obtained or effected and are in full force and effect. No limit on Client's powers will be exceeded as a result of the borrowing contemplated by this Advance Repayment Agreement

5.3. Litigation. There is no pending or threatened action, claim, investigation, lawsuit or proceeding affecting Client before any court, governmental agency, arbitrator or arbitration panel, body or agency, which if decided adversely to Client would have a material adverse effect on the financial condition or operations of Client.

5.4. Valid Obligations. This Advance Repayment Agreement when delivered hereunder will constitute legal, valid and binding obligations of Client, enforceable against Client in accordance with its respective terms.

5.5. Taxes. Client (i) has filed all tax reports and returns, if any, required to be filed, including but not limited to reports and returns concerning income, franchise, employment, sales and use, and property taxes; (ii) has paid all of its tax liabilities, if any, which were due on or prior to the date hereof; and (iii) is not aware of any pending investigation by any Taxing Authority nor of any pending assessments or adjustments which would materially increase its tax liability.

5.6. Solvency. Client is not in default under any agreement by which it has obtained the right to make and sell any of the services or other products sold and/or provided by it. Client represents that as of the date of this Advance Repayment Agreement (i) Client has no present intention to close or cease operating its business, in whole or in part, temporarily or permanently, (ii) Client is solvent and not contemplating any insolvency or bankruptcy proceeding and/or is liable to pay its debts as they fall due and the value of its assets exceeds its liabilities (taking into account contingent and prospective liabilities); (iii) no corporate action, legal proceeding or other similar steps have been taken or are contemplated in relation to suspension of payments, moratorium of any indebtedness, winding-up, dissolution, administration, liquidation or reorganization (by way of voluntary arrangement, scheme of arrangement or otherwise) in relation to Client (each an "Insolvency Proceeding"), (iv) during the four (4) months preceding the date hereof, Client has not discussed with or among Client's management, counsel, or any other advisor or creditor, any potential insolvency, voluntary or involuntary bankruptcy, receivership, or assignment for the benefit of creditors with respect to Client and no such action or proceeding has been filed or is pending, and (v) no eviction or foreclosure is pending or threatened against Client.

5.7. Business Information. All information (financial and other) provided by or on behalf of Client to Dayforce and On-Demand Pay Affiliates in connection with the execution of or pursuant to the Dayforce Agreement and this Advance Repayment Agreement and during the term of this Advance Repayment Agreement is and will be true, accurate and complete in all respects.

6. GENERAL PROVISIONS

6.1. General Provisions of the Master Services Agreement Apply. Without limiting the generality of the application of the Master Service Agreement to this Advance Repayment Agreement (as contemplated under Section 1.1 above), the Parties agree that Section 14 (General Provisions) of the Master Services Agreement shall apply to this Advance Repayment Agreement.

6.2. Survival of Repayment Obligations. Notwithstanding anything herein or in the Master Services Agreement to the contrary, Client's obligation to repay all Advances in full shall continue in full force and effect until all such Advances have been paid in full, notwithstanding the expiration or termination of this Advance Repayment Agreement or the Dayforce Agreement. Any Section herein that, by its terms, suggests survival beyond termination hereof, shall so survive until the natural expiration thereof.

6.3. South Dakota Clients. If there are any improprieties in the servicing of this loan, please contact the SD Division of Banking: South Dakota Division of Banking 1714 Lincoln Ave, Suite 2 Piere, SD 57501 (605) 773-3421.

6.4. Governing Law. Any Advances made pursuant to this Advance Repayment Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the law of: (a) England for Advances made in the United Kingdom; (b) the province of Ontario for Advances made in Canada; (c) the state of Minnesota for Advances made in the United States.