

Company Name \_\_\_\_\_

Company FEIN \_\_\_\_\_

This Payactiv Master Services Agreement (“**Agreement**”) (Rev. 09/2025) is between Payactiv, Inc. (“**Payactiv**”), and the company listed above (“**Client**”). The terms of this Agreement apply to Client’s use of the service and are effective unless Client opts out or terminates as set forth below. Payactiv and Client may collectively be referred to as the “**Parties**” or individually as a “**Party**”.

**Recitals.** The purpose of this Agreement is to make the Payactiv programs outlined herein (“**Program(s)**” or “**Services**”) available to Client’s eligible employees and/or independent contractors in the United States (“**Eligible Workers**”).

**Terms.** The Parties hereto agree as follows:

1. **Services.** Client hereby engages Payactiv to provide the Program(s) identified below to its Eligible Workers in the United States. Payactiv is responsible for determining if Client is eligible for the Services and if and when the Services will commence.

2. **Eligibility.** Client’s Eligible Workers shall be allowed to participate in the Program(s) unless specified otherwise (“**Eligible Workers**”). Eligible Workers may enroll in and access the Program(s) directly through Paychex and Payactiv mobile applications. Eligible Workers who participate in the Program(s) are “**Participating Workers**.” Client acknowledges that it is solely responsible for determining whether any workers are ineligible from participating in the Program(s) for any reason, and for taking any steps necessary to prevent ineligible workers from using the Program(s).

3. **Payactiv Client Portal & Accounts.** As part of the Services, Payactiv shall provide Client’s authorized contact access to Payactiv’s online, web and mobile application-based platform related to the Program(s) (“**Payactivate Portal**”). Payactiv shall establish for Client’s authorized contact one or more accounts associated with a unique user name and password through which Client’s authorized contact may access and use the Payactivate Portal.

4. **Transmittal of Information.** Client shall either provide, or authorize Paychex to provide on Client’s behalf, all data necessary for Payactiv to offer the Services to Eligible Workers. Client authorizes Paychex to transmit Client and Eligible Worker information to Payactiv when the Service commences, including, Client ID and Eligible Worker information, such as employee and worker IDs, names, email addresses, wage information, employment-related dates, work and resident states, and time tracking data from a Paychex time and attendance service, if applicable. When an Eligible Worker enrolls in the Service, Client further authorizes Paychex to transmit to Payactiv Client name and address; and name, email address, and phone number for Client’s authorized contact to work with Payactiv as necessary to provide the Service; and additional Eligible Worker information as necessary. Client authorizes Payactiv and/or Paychex to directly contact its Eligible Workers at the contact information provided to provide information and/or marketing regarding the Service when the Service commences. All information regarding the Client or an individual is collectively referred to as the “**Information**”. In the event Client does not utilize a Paychex time and attendance service, Client may provide time and attendance data to Payactiv through use of any other time and attendance system that gives Payactiv access to Client’s data.

4.1. **Data Requirements and Security.** Any data or information obtained from either Party pursuant to this Agreement shall be kept confidential and stored with data encryption at rest and in transit. Payactiv represents and warrants that the Information obtained pursuant to this Agreement shall be

maintained in a manner consistent with its Information Security Management System, which shall rely on ISO27001 fundamentals and SOC 2 Type II reporting, or equivalent updated industry standard. Payactiv may use the Information obtained from Client or Paychex only as necessary to evaluate and perform the Services hereunder, and shall not sell, share, or disclose the Information to any unaffiliated third party for any reason. Client agrees to the Data Processing Agreement available at this website, <https://www.payactiv.com/data-processing-agreement/>, which may be updated or modified by Payactiv from time to time as necessary to comply with applicable law.

## 5. Pay on Demand (“POD”) Program.

5.1. **Overview.** Payactiv’s POD Program allows Eligible Workers to gain access to a portion of their earned but unpaid wages before a scheduled check date (“**Earned Wage Access**” or “**EWA**”), which Payactiv shall provide by purchasing from each such Participating Worker a factored future received wage payment (“**FFRWP**”), representing the Participating Worker’s future rights in the portion of earned wages received on account of such FFRWP. In the event a pay rate is not provided by Client, Payactiv will apply a default pay rate for such Eligible Worker(s) as necessary. Payactiv shall fund all FFRWPs. Participating Workers may view their latest earnings; deposit accessible funds into their account of choice; pick up EWA in cash from Walmart; utilize EWA to pay a bill, take an Uber ride, or purchase an Amazon gift card; and manage their direct deposit, subject to applicable law.

### 5.2. POD Pricing.

EWA disbursement fees are paid by the Participating Workers unless specified otherwise. Payactiv’s pricing schedule is available at <https://www.payactiv.com/paychex/>.

5.3. **Settlement.** Payactiv shall obtain the Participating Worker’s voluntary consent in writing for Client to, through Paychex, **(1)** deduct a portion of that Participating Worker’s wages in an amount equal to the applicable FFRWP, plus any applicable fees, from the Participating Worker’s next regularly scheduled payment (plus up to 3 additional scheduled payments if necessary), and **(2)** remit those amounts directly to Payactiv. Client agrees to timely process such authorized deductions.

5.4. **Deduction Processing.** Payactiv provides Paychex with a periodic record of the amount to be deducted from each Participating Worker’s check. Paychex will add the deduction for the Participating Workers to Client’s payroll, and remit payments to Payactiv on Client’s/Participating Worker’s behalf. If Paychex is unable to successfully remit any payment to Payactiv on Client’s/Participating Worker’s behalf, or if Payactiv cannot otherwise successfully retrieve the proceeds of Client’s deductions, Client shall remit such undisputed amounts as are due to Payactiv pursuant to further instructions.

5.5. Client shall not be liable to Payactiv for any amounts Client is unable to deduct from a Participating Worker due to a shortage of available wages.

5.6. Client shall be liable to Payactiv for any amounts Payactiv is unable to recoup from Eligible Workers as a result of Client’s failure to comply with its obligations hereunder, such as a Client preventing deductions from being processed in accordance with this section.

6. **Additional Services.** In addition to the Services facilitated by Payactiv as described herein, the Payactiv Application (“**Payactiv App**”) also enables users to utilize non-employer-sponsored services, including, but not limited, to, access to a Payactiv Visa Card (if available), financial counseling, curated discounts, predictive analysis and recommendations for savings, spending, budgeting, and bill management, all at no cost. Participating Workers’ use of the Program(s) is governed by separate Program Terms and Conditions, which may be updated or modified by Payactiv from time to time.

7. **Worker Adoption and Promotion by Client and Payactiv.** Client agrees to work with Payactiv in good faith to inform and educate Eligible Workers about the Program(s), including through distribution of Program materials.

## 8. Termination.

8.1. Termination for Convenience. Client may opt out of or initiate the termination of this Agreement at any time by disabling the services through Paychex. Payactiv may terminate the Agreement at any time with thirty (30) days' prior notice.

8.2. Effect of Termination. Upon termination of this Agreement for any reason: (a) Client authorizes Paychex to deduct any outstanding undisputed FFRWP payments and/or fees due to Payactiv from Client pursuant to Section 5.4 above and in accordance with Payactiv's user terms and conditions; (b) Client acknowledges that the Information will continue to be shared by Paychex with Payactiv until the effective date of termination (c) Client's and each Eligible Workers' right to use EWA shall be terminated; and (d) Payactiv shall have no further obligation to provide any Services to Client, or to offer the Program(s) to Client's Workers. These rights and obligations shall survive the expiration or termination of this Agreement.

8.3. Suspension or Termination by Payactiv. Without limitation of any other rights or remedies, Payactiv reserves the right to suspend or restrict Client's or any Eligible Worker's access to the Payactiv App, or, in the case of an authorized contact, the Payactivate Portal, in whole or in part, if: (a) Payactiv reasonably believes that Client or any Participating Worker has violated this Agreement or the Program Terms and Conditions; (b) Client or any Participating Worker fails to cooperate with a reasonable investigation by Payactiv of any suspected violation of this Agreement or the Program Terms and Conditions; (c) there is a denial of service attack on Payactiv's servers or systems, a security breach or a similar event, and Payactiv reasonably believes that suspension of Client's or any Participating Worker's access is reasonably necessary to protect systems, information or data; (d) Payactiv receives an order or directive from any law enforcement agency, regulatory body or other authority claiming jurisdiction over Payactiv; (e) Client applies for or consents to the appointment of a receiver, trustee or liquidator for substantially all of its assets (or such a receiver, trustee or liquidator is appointed), or Client has filed (involuntary or voluntary) for bankruptcy, becomes or is insolvent or bankrupt, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or (f) Payactiv no longer offers the Services described hereunder.

9. **Rights after Termination; Survival.** Termination of this Agreement shall not affect the rights and obligations of the Parties that have accrued prior to the date of termination.

10. **Mutual Representations and Warranties.** Each Party hereby represents and warrants to the other Party that: (a) it is a corporation or organization duly organized and validly existing under the laws of the jurisdiction in which it was incorporated or organized; (b) it has all requisite corporate power and authority to execute and deliver this Agreement and perform its obligations under this Agreement; and (c) it will comply with all applicable federal and state laws in connection with this Agreement.

11. **Client Representations and Warranties.** Client represents and warrants that it has and shall have all rights necessary to provide the Information described herein. Client further represents that any authorized contacts with access to the Payactivate Portal are authorized to have such access and review the Information. Client further represents and warrants that it is solely responsible for compliance with all

applicable laws and regulations, including but not limited to, wage and hour laws for Eligible and Participating Workers, and will ensure compliance with laws and regulations pertaining to, without limitation, payroll deductions, the appropriate classification of Eligible and Participating Workers, the accuracy and completeness of payments made to Participating Workers and any associated records.

**12. Disclaimer.** EXCEPT FOR PAYACTIV'S EXPRESS WARRANTIES AS SET FORTH HEREIN, PAYACTIV MAKES NO AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. PAYACTIV DOES NOT REPRESENT OR WARRANT THAT ACCESS TO THE SERVICES OR THE PAYACTIVATE PORTAL SHALL BE UNINTERRUPTED OR ERROR- FREE. IF ANY CONTENT STORED ON THE PAYACTIVATE PORTAL IS DAMAGED, CORRUPTED, LOST OR DELETED, FOR ANY REASON, PAYACTIV SHALL HAVE NO OBLIGATION OR LIABILITY TO CLIENT OR ANY OTHER PERSON, EXCEPT TO USE COMMERCIALY REASONABLE EFFORTS TO ATTEMPT TO RECOVER SUCH CONTENT. PAYACTIV FURTHER DISCLAIMS ALL RESPONSIBILITY FOR ENSURING WAGE AND HOUR COMPLIANCE FOR PARTICIPATING WORKERS, INCLUDING WITHOUT LIMITATION COMPLIANCE PERTAINING TO PAYROLL DEDUCTIONS, PARTICIPATING WORKERS' CLASSIFICATION AND ACCURACY OF PAYMENTS MADE TO PARTICIPATING WORKERS AND ANY ASSOCIATED RECORDS.

**13. Limitation of Liability/Consequential Damages Waiver.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE DAMAGES, LOSS OF PROFITS OR BUSINESS OPPORTUNITIES OR SAVINGS, OR ANY OTHER NON-CONTRACTUAL DAMAGES. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS OR PAYMENT OBLIGATIONS HEREUNDER, EACH PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL AMOUNT OF FEES PAID OR OWED TO PAYACTIV BY CLIENT UNDER THIS AGREEMENT DURING THE MOST RECENT TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY. THIS SECTION WILL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. THE FOREGOING EXCLUSIONS AND LIMITATIONS OF LIABILITY APPLY EVEN IF PAYACTIV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND LIABILITIES.

## **14. Indemnification**

**14.1. Mutual Indemnity Rights.** Each Party shall defend, indemnify and hold harmless the other Party from and against any and all third-party losses, damages, liabilities, and expenses, including reasonable attorneys' fees (collectively, the "**Claims**"), it incurs to the extent directly caused by: (i) the other Party's breach of this Agreement, or (ii) the other Party's (including its directors, officers, agents or employees) gross negligence or willful misconduct.

**14.2. Payactiv's Indemnity Obligations.** Payactiv shall defend, indemnify and hold harmless Client from and against (i) loss or compromise of Client or Employee data privacy or security caused by Payactiv, (ii) a third-Party claim made against Client due to the normal operation of Payactiv's Programs in accordance with this Agreement, or (iii) third party claims made against Client alleging that Client's or a Participating Worker's authorized use of the Services infringes or misappropriates the third party's intellectual property rights.

**14.3. Client's Indemnity Obligations.** Client shall defend, indemnify and hold harmless Payactiv from and against third party claims made against Payactiv due to Client's alleged violation of any employment, wage and hour, or workplace harassment laws not due to the normal operation of the Program in accordance with this Agreement.

14.4. The Parties indemnified hereunder shall include the Party's parent, subsidiaries, affiliates, shareholders, and successors, and the managers, officers, directors, employees, and agents of each.

14.5. Procedure. The indemnified Party shall give prompt notice of any indemnified claim to the indemnifying Party, shall give the indemnifying party the opportunity to defend, compromise, or settle such claim with counsel selected by such indemnifying Party, and shall reasonably cooperate in the course thereof. The indemnifying Party shall not enter into any compromise or settlement of any claim hereunder on the part of the indemnified Party without the indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified Party may participate in its defense with counsel of its own choosing and at its sole expense.

## 15. Additional Terms.

15.1. Intellectual Property. Payactiv owns all rights in and to the Services, including but not limited to all intellectual property related to the Services, the Payactiv App, and Payactiv software. Payactiv grants to Client and Eligible Workers a non-sublicensable, non-exclusive, non-transferrable, limited license to use the software in connection with the Services and in accordance with the law and any applicable terms and conditions. If Client gives Payactiv feedback regarding improvement or operation of the Program(s) (together, "**Feedback**"), Payactiv may use the Feedback without restriction or obligation. Payactiv reserves all rights not expressly granted herein.

15.2. Relationship. Nothing in this Agreement shall be deemed to create an employment, partnership or joint venture relationship between the Parties. Payactiv shall set its own work schedule to perform its obligations under this Agreement and shall be responsible for the manner in which they are performed. The Parties shall perform their respective obligations in a professional manner with a level of skill commensurate with the obligations to be performed. Payactiv is an independent contractor and shall provide its own materials, equipment, office space and other business items necessary to perform the obligations of this Agreement.

15.3. Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the Parties relating to such transactions, whether written or verbal. If any term of this Agreement is to any extent unenforceable all other terms hereof shall remain in full force and effect. This Agreement may be amended only by written consent of both Parties.

15.4. Arbitration / Governing Law. This Agreement is governed by the laws of the State of California without reference to conflict of laws rules. Each Party knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement. All controversies and claims arising under or relating to this Agreement are to be resolved by arbitration in accordance with the rules of the American Arbitration Association. Each Party shall submit to a court of competent jurisdiction to enforce any arbitration award.

15.5. Expenses; Attorney Fees. In event either Party brings action against the other Party with respect to a breach of this Agreement and the action results in a final judgment, the prevailing Party shall be entitled to receive reimbursement for all reasonable costs and expenses, including attorney's fees, from the other Party.

15.6. Assignment. This Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not unreasonably be withheld. Notwithstanding the

foregoing, Payactiv may assign this Agreement without Client's consent (a) to an affiliate or (b) in connection with the sale or other transfer of all or substantially all of Payactiv's equity or assets to which this Agreement relates. In addition, Client acknowledges and agrees that Payactiv may (x) sell, transfer, assign or otherwise convey any account receivable to a third party and (y) collaterally assign this Agreement to a third party in connection with a financing transaction involving Payactiv. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns. Any attempted assignment in violation of this Section shall be null and void.

15.7. Notices. All notices required or permitted under this Agreement shall be sent as follows, or to such other address as may be designated by a Party by giving written notice to the other Party, to Payactiv.

Payactiv, Inc.  
Attn: Legal Department  
400 N. McCarthy Blvd. Ste 100  
Milpitas, CA 95035  
legal@payactiv.com

Payactiv shall send all notices required or permitted under this Agreement to Client via Client's address on file with Paychex.