

PISTUS COMMERCIAL USER AGREEMENT

This Commercial User Agreement ("Agreement") is a legally binding contract made by and between Pistus, Inc. ("Pistus", "We", "we", "Us", "us", "Our" or "our") and you ("You", "you", "Your", "your", "Customer" or "customer"), which governs your use of Pistus' web site (the "Web Site"), Pistus Inc. payroll and accounting software (the "Software"), and the services that we offer on our Web Site (the "Services").

BY CLICKING THE "**I AGREE**" BUTTON (See Below) OR ACCESSING OR USING ANY PART OF THE WEB SITE, THE SOFTWARE, OR THE SERVICES YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND BY THIS AGREEMENT AND FURTHER THAT YOU HAVE TAKEN ALL ACTIONS REQUIRED OF YOU PRIOR TO USING THE WEB SITE AND/OR THE SOFTWARE, SUCH AS THE OPPORTUNITY TO CONSULT WITH YOUR OWN ATTORNEY. IF YOU DO NOT AGREE TO BE SO BOUND, OR YOU HAVE NOT TAKEN SUCH ACTION, YOU SHOULD SELECT THE "**I DO NOT ACCEPT**" BUTTON AND DO NOT ACCESS OR USE ANY PART OF THIS WEB SITE, OR THE SOFTWARE, OR THE SERVICES.

Internet technology, tax laws, Automated Clearing House (ACH) rules and guidelines, and the rules and regulations of taxing authorities change frequently. Accordingly, Pistus reserves the right to make changes to this Agreement with immediate effect without further notice to you. This Agreement and all future changes supersede and replace any prior agreement you may have agreed to with Pistus. Any changes will be provided to you electronically and/or posted on our Web Site.

You may obtain a copy of this Agreement by sending a written request with the subject line "Please Send Pistus Commercial User Agreement and Privacy Policy" with a stamped envelope marked with your return address to: Pistus, 724 Jules Street, Saint Joseph, MO 64501.

1. REGISTRATION, ACCOUNT, ADMINISTRATORS, PAYMENT and TRIAL VERSION.

A. To use the Software and the Services, you must create an account with Pistus through the online registration process on the Web Site. In creating an account, you must provide Pistus with accurate and complete registration information. You must promptly notify Pistus if any of this information changes. If you fail to provide or update this information, Pistus may terminate your right to use the Web Site, the Software or the Services (i.e., terminate your account) without notice. Failure to update your registration information may also invalidate any claim you may make under the Limited Warranty set forth in Section 8.

B. When you register to use the Software and the Services, you must choose a username and password. Your username and password are unique to you. You are responsible for maintaining the confidentiality of your username and password, and for any use of your username and password (including the use by any unauthorized person or third party). You must notify Pistus, within twenty-four (24) hours, if you believe your password or account has been or may have been obtained or used by any unauthorized person or entity. Under no circumstances should you respond to a request for your password, particularly a request from anyone claiming to be an employee of Pistus. Pistus' employees will never ask for your password. You should notify Pistus if you receive such a request within twenty-four (24) hours from the request.

C. When you initially register for and create an account for a Pistus subscription or for certain standalone Pistus Services, you are, or a party that you authorize is, the "Administrator." Administrators may authorize additional users to access the applicable Services through the same account, subject to limitations based on the subscription you purchase (such users, "Additional Users"). All Additional Users will be required to accept the Agreement before accessing Services through the Administrator's account. Only Administrators may designate another individual as a replacement administrator and you as an Administrator are responsible for your Additional Users' access to the Services. Once an Administrator closes or terminates access to a Service, Additional Users will no longer be able to access such Service or any content within the Service. If you are an Administrator, you agree to provide sufficient prior notice to your Additional Users of your desire to terminate access to any of the Services they access through your account. Any violation of the Agreement by any Additional User may result in the termination of an Administrator's or other Additional User's access to the Services. Additional Users may not have the same level of access or rights as an Administrator. If you are an Administrator, you warrant that you have obtained all necessary authorizations from each Additional User to: (i) act as their agent in using the Services on their behalf and you accept all liability arising from their use of the Services; and (ii) allow Pistus to provide the Services.

1. If a person contacts Pistus and requests that he or she should be designated as the Administrator of an account that permits Administrators for any reason (including, but not limited to, due to the death or departure of the registered Administrator, a change in your ownership, etc.), but has not been designated by the current Administrator as a replacement Administrator, Pistus reserves the right to determine, in its sole discretion, and without notice to you, whether that person should be designated as the Administrator.

2. Disputes sometimes arise between or among multiple persons concerning the right to be designated as the Administrator (including, but not limited to, in the event of a dispute between your owners, etc.). In that instance, Pistus reserves the right to determine, in its sole judgment, and without notice to you, whom should be designated as the Administrator. However, Pistus may be unable, and is not obligated, to resolve any such disputes. If, in Pistus' sole discretion, Pistus attempts, but concludes that it is unable, to determine whom should be designated as the Administrator, Pistus reserves all rights,

including, but not limited to, the right to suspend or terminate your account and use of the Services, and/or require a court order to determine the rightful Administrator.

3. In determining access or whom should be Administrator, Pistus may request and review documentation from the person making the request (including, but not limited to, government-issued photo identification, proof of payment of your subscription, an affidavit, a signed permission letter from your owner, documents showing the successorship of your business or legal documents that tie the request to your business, etc.). You acknowledge and accept the foregoing Administrator access and disputes policy and procedure and hereby release Pistus from all liability and all claims for damages, or any other liability whatsoever, that may arise out of or relate to Pistus following said policy and procedure.

D. The subscription and license granted under this Agreement are monthly, and automatically renew each month with the payment of fees, and your continued access to, and/or use of the Software and Services. You agree to pay all fees due for your use of the Software and the Services. All payments you make to Pistus are non-refundable, except as expressly provided for herein.

E. If you register for a trial use of the Software (“Trial Period”), you must decide to purchase a Software license within the Trial Period in order to retain any content that you have entered into the Software, created within the Software data file, posted or uploaded during the Trial Period. If you do not purchase a Software license by the end of the Trial Period, your content will no longer be available to you, be accessible by you or retrievable by you. **Please note that all other aspects of this Agreement will apply to you both during and after the Trial Period.**

2. USE OF THE SOFTWARE and THE SERVICES.

A. Subject to your agreement to, and compliance with all, of the terms and conditions of the Agreement, Pistus hereby grants you a nonexclusive right and license to use the Software solely to gain access to and use the Services. You may only use the Software and the Services for the limited purposes of facilitating payments and accounting forms and calculations. You are responsible for the accuracy and completeness of all data entered by you or on your behalf in the Software.

B. Pistus reserves all rights not specifically granted to you in this Agreement. Without limitation, you may not: (i) transfer, rent, lend, lease, gift or otherwise make the Software available to any other person or party who is not you; (ii) create derivative works from the Software or other Pistus materials; (iii) reverse engineer, decompile or disassemble the Software or otherwise attempt to obtain its source code; (iv) remove or alter any copyright, trademark or other proprietary notice contained in the Software; or (v) copy the Software in any manner other than as provided for in this Agreement.

C. This Software is for processing payments to vendors, employee payroll, and certain tax obligations. This Software is not intended to be a service for handling customer's employees' funds beyond the limited instances identified above. Pistus never receives any money or transmits any money except for entries authorized by the Customer. You are required to possess and obtain appropriate authorizations, approvals, compliance certifications, as may be required by us or by any regulating agency or entity for the transfer of funds, including but not limited to, the requirements of NACHA. This includes authorization from a client if you are utilizing the Software and Services on their behalf.

D. The Software and the Services may permit your employees, agents, payees and/or other authorized third-parties to use and/or access the Software and the Services, and their use and/or access is conditioned upon and subject to the following notice, warning and disclaimer being included in all copies and versions of the Software you provide to your employees, agents, payees and/or other authorized third-parties:

THIS SOFTWARE IS PROVIDED TO YOU SUBJECT TO A USER AGREEMENT WHEREBY YOU ARE GRANTED A SUBLICENSE TO USE THIS SOFTWARE (A COPY OF THE USER AGREEMENT IS AVAILABLE TO YOU UPON REQUEST). THIS SOFTWARE AND ALL DERIVATIVES THEREOF ARE PROTECTED BY COPYRIGHT AND OTHER APPLICABLE LAWS. PLEASE BE ADVISED THAT THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS-IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL PISTUS, INC. (INCLUDING ITS AFFILIATES, SUBSIDIARIES, PARENTS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) BE LIABLE TO YOU OR ANY OTHER PERSONS OR ENTITIES FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA OR PROFITS; OR BUSINESS INTERRUPTION), IRRESPECTIVE OF THE CAUSE OF SUCH ALLEGED DAMAGES OR THE THEORY OF LIABILITY THEREOF, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), FORESEEN OR UNFORESEEN, KNOWN OR UNKNOWN, ARISING IN ANY WAY OUT OF THE USE OR OTHER DEALINGS OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL DAMAGE.

E. When you use a Pistus Software or Service, you establish a direct relationship with the Pistus brand, including other products and services in the Pistus family noted as "Powered by Pistus, Inc." The Agreement governs your use of each of those products and services "Powered by Pistus, Inc." some of which may only be offered with a Pistus subscription while some are offered as standalone Services.

F. We may limit usage for some features of the Services that require a subscription based upon the subscription you purchased. These features may include ACH Payments and users. If you choose to downgrade to a Services plan with a lower usage limit, you will not be able to complete the downgrade until your company file is under the new Services plan's usage limits. You must be within your plan's usage limits prior to reactivating the Services subscription.

G. EFTPS Payment Service. The “EFTPS Payment Service” is a Service that uses information that you provide to make payments through the Electronic Federal Tax Payment System. If you use the EFTPS Payment Service, the following additional terms in this Part apply (the “EFTPS Payment Service Terms”).

1. We do not verify the accuracy and completeness of your information and we will not be responsible for any fines that may be levied against you or liable for any other penalty, interest or other liability as a result of you providing inaccurate, incomplete, or untimely information. In the event that we become aware of any tax agency information that is inaccurate, we may input the correct information without prior notice to you.

2. You may be given the option of paying the EFTPS taxes electronically ("Electronic Filing"). You are responsible for paying the EFTPS taxes, including if necessary, for filing and paying it outside the EFTPS Payment Service if the taxing authority rejects your payment (e.g., incorrect bank account number, invalid pin, duplicate payment). By using the EFTPS Payment Service, you consent to the disclosure to the applicable tax or revenue authority of all information pertaining to your use of the Electronic Filing. Pistus is not responsible for any late payments or related penalties charged by a taxing authority. Your account will be charged in the amounts owed for the tax calculated and where sufficient funds cannot be cleared into Pistus accounts when due, Pistus may: (i) notify you that it will not be able to file the EFTPS taxes due, (ii) terminate your use of the EFTPS Payment Service, or (iii) notify the state or other taxing agencies of the discontinuance of the EFTPS Payment Service hereunder.

3. If any tax agency's registration process requires an online account to use the EFTPS Payment Service, we may, with your consent, create an account for you and provide you with that account information. If you have already created an account, you agree to provide us that information or other requested information to facilitate registration or onboarding. If, at any time, we create an account for you or access your existing account using your account information, you must change your login name and password credentials. Pistus will not be responsible for use of or access to your account immediately after we provide you notice of our account set up or access.

4. We may require you to provide your electronic signature to certain forms or documents required by Pistus or state/federal tax agencies. Such forms will be made available to you if required. By using the EFTPS Payment Service, you acknowledge that you have read the content of the forms, and hereby authorize us to apply your electronic signature or a rendition of your signature to all required forms. Your signature will be effective as of your acceptance of these terms authorizing application of your signature to all specified form(s). If you revoke your permission for us to use your electronic signature, the EFTPS Payment Service will terminate.

5. You may cause an additional client user to be liable for fees and payments if you give the client user access to the EFTPS Payment Service, and require the

client user to sign-up for the EFTPS Payment Service and agree to this Agreement. You are responsible for paying Pistus all amounts owed by the client user for use of the EFTPS Payment Service. This section will survive the termination of the Agreement.

H. Payroll Service. The “Payroll Service” means the subscription Services offering online payroll solutions for businesses as further described in this Part. If you use the Payroll Service, the following additional terms in this Part apply (the “Payroll Service Terms”). Note that Payroll Services may be offered as a standalone Service without a Pistus subscription.

1. You may only use the Payroll Service in the United States. For accountants, you must purchase a separate Payroll Service subscription for your own business and for each client you support using the Payroll Service (each an “Additional Client User”). To the extent applicable, when you act on behalf of your Additional Client User(s), you represent and warrant that you have authority to do so. You and your Additional Client User(s) are jointly and severally responsible for paying your Additional Client User(s) subscription fees, including amounts due to any 3rd parties. Your Additional Client User(s) is/are solely responsible for paying all amounts debited against their account (e.g., payroll, taxes, NSF fees, account closure fees, or reversal fees charged by a bank). As their agent, you agree on behalf of your Additional Client User(s) that they will indemnify Pistus with respect to any claims, liability, and expenses, including reasonable attorneys’ fees and costs arising out of their use of the Payroll Services or breach of the Agreement.

2. We reserve all rights, including the right to terminate the Agreement for you and any Additional Client Users, in whole or in part in our sole discretion, and we reserve all rights to all other available remedies permitted by law. This includes, but is not limited to, if you have insufficient funds in your linked account to pay amounts due at the time required, or if you refuse to pay. In those circumstances, we may: (i) recover funds from you pursuant to the Recovery Authorizations you granted to us in agreeing to the payment terms: (ii) debit amounts from your payroll taxes withheld on your behalf: (iii) refuse to pay any unremitted payroll taxes: (iv) discontinue the Payroll Service: and/or (v) immediately freeze, suspend, or terminate your Pistus Online Account or access to the Payroll Service. All sections in these Payroll Services Terms, to the extent permitted by law, shall survive the termination of the Agreement.

3. If any government agency's registration process requires an online account to use the Payroll Service, we may, with your consent, create an account for you and provide you with that account information. If you have already created an account, you agree to provide us that information or other requested information to facilitate registration or onboarding. If, at any time, we create an account for you or access your existing account using your account information, you must change your login name and password credentials. Pistus will not be responsible for use of or access to your account immediately after we provide you notice of our account set up or access.

4. You are fully responsible for verifying the identity and work authorization of your employees and independent contractors in accordance with applicable law and all of the information you, your employees and independent contractors submit through the Payroll Service, including for any IRS or other penalties due to incorrect, inaccurate, incomplete or outdated information. You are responsible for verifying the accuracy, timeliness, and completeness of any personal, wage, payroll, or any other information you, your employees or independent contractors provide or directly input via the Payroll Service or any other method. We are entitled to rely upon, and are not obligated to independently verify, any such information, except where required by law. We will not be liable for any penalty, interest or other liability that results from inaccurate or incomplete information you, or your employee or independent contractor may supply. You must submit information we require to provide the Payroll Service, including your company's tax information, employee and independent contractor wage and payroll information, Additional Client User information, and other information we may request. You assume sole responsibility for, and will ensure that your payroll information, content, data, documents or materials used, disclosed, entered into or created using the Payroll Service are accurate, reliable and complete, do not violate the Agreement, and comply with the Office of Foreign Assets Control of the U.S. Treasury and all other applicable laws or regulations.

5. Except as otherwise stated herein, Pistus will not be liable for any penalty, interest or other liability that results from inaccurate or incomplete information you supply. In the event that Pistus becomes aware of any tax agency information that is inaccurate, Pistus reserves the right to input the correct information. Pistus will not be liable in any way if Payroll Services cannot be performed completely or accurately because of anything not reasonably within our control, including problems with the Internet or inaccurate or incomplete information you provide to us. If any Pistus error occurs in performing Payroll Services, our only responsibility will be to make the correct payment or file the correct report and pay any resulting tax interest or penalty. You assume full responsibility for the use of the Payroll Service to achieve your intended purposes, for the proper installation and use of the Payroll Service and for verifying results from use of the Payroll Service.

6. As part of the Services, we may require you to provide your electronic signature to certain forms or documents required by Pistus, state or federal agencies. All forms will be made available to you, including IRS form 8655 Reporting Agent Authorization which is also included as a link here: <https://www.irs.gov/forms-pubs/about-form-8655>. The actual forms that you will need to sign will vary depending on your business and location. By using the Payroll Services, you acknowledge that you have read the content of the forms, and you hereby authorize Pistus to apply your electronic signature or a rendition of your signature to all required forms. Your signature is effective as of your acceptance to apply your signature to all specified form(s). Your signature on these forms is a requirement to use the Services. If you no longer permit us to use your electronic signature, the Payroll Service will terminate. Your employee(s) may, but are not obligated to, provide electronic signatures in connection with their use of Pistus. Pistus has no

responsibility or liability with respect to the content, validity, or enforceability of any of your employee(s) electronic signature(s). Enforceability of electronic signatures varies by jurisdiction. Please consult with your professional advisor to determine applicability to your situation.

7. In order to use the Payroll Services with regard to your W-2 employees, you must complete IRS Form 8655 (Reporting Agent Authorization) naming “Pistus, Inc.” as your authorized reporting agent and any other forms or authorizations requested by us. Further, you hereby authorize Pistus and its affiliates to take actions on your behalf as is necessary to effectuate the Payroll Service. By using Pistus, Inc. to pay independent contractors, you hereby authorize Pistus, Inc. to make payments and filings, including Form 1099-MISC and/or 1099-NEC, on your behalf. You represent and warrant to us that you have obtained all consents necessary under applicable law to provide us with the information required to provide the Payroll Service, including consent to access your employees’ and independent contractors’ bank accounts to process direct deposits of payments and to debit overpayments and payment errors. You acknowledge and agree that the Payroll Services may not include all payroll features and functionality necessary to run your business and to meet all federal, state, and local payroll reporting obligations applicable to your business. You are responsible for determining whether the Payroll Services meets your business’ payroll and reporting needs, and we are not providing any legal, financial, accounting, tax or other professional advice to you by providing the Payroll Services. For more information about the Payroll Services, visit our website (www.pistus.com).

8. You must have a Pistus Account with a linked, verified, ACH-enabled U.S. bank or other depository account. You authorize Pistus and other authorized third parties to debit your linked account in the amounts necessary to (i) fund your payments, (ii) pay your payroll taxes, (iii) pay any debit, correction or reversing entry initiated, and (iv) pay any other amount that is owing, including for services provided by us to you unrelated to the Payroll Services. You will maintain a sufficient balance in your linked account to pay disbursements, fees, payroll taxes or any other amounts due at the time required.

9. You are responsible for verifying that all Payroll Service payments have been received and are accurate.

10. Debits will be charged to Your Account (or the Account of your Additional Client User(s), as applicable) up to five (5) business banking days before the pay date of the applicable payroll and you must have sufficient funds in Your Account to fulfill your Payroll Service payments on that date. After that, no interest or earnings will accrue to you and Pistus will hold the money until the Payroll Service payments are made. Once your Payroll Service payments are complete and submitted you may cancel them until we send them to the ACH network. For all funding speeds, deposit timing may vary

because of third party delays, risk reviews or, to the extent consistent with applicable money transmission laws, issues beyond Pistus' control.

11. The following faster funding features are subject to eligibility criteria and may not be available in all Services:

i. Same-Day Payroll. You must send Pistus a request for a Payroll Payment before 11:00AM CST for same-day payroll. Payments processed before 11:00AM CST shall arrive the same business day (excluding weekends and holidays);

ii. 2-Day Payroll. You must send Pistus a request for a Payroll Payment before 2:00PM CST for 2-day payroll. Payments processed before 2:00PM CST shall arrive in 2 business days (excluding weekends and holidays).

12. Special processing fees may apply to some Payroll Services payments, and optional special processing requests may be available as part of the Payroll Services for an additional charge.

13. You agree, represent, and warrant that (a) you have received authorization from each person or entity to allow you to make Payroll Service payments to them and to make any necessary adjustments to their account, as appropriate, (b) at the time any Payroll Service payment is made you have no actual knowledge that the authorization has been revoked or terminated, and (c) your Payroll Service payments comply with the laws that apply to them. In case of any reversing entry for a Payroll Service payment, you will tell the affected person before the entry is sent. You are responsible for maintaining all original employee authorizations, and all applicable record retention.

14. Payroll Services do not include: (a) furnishing physical checks or any form of notice of deductions or deposit to employees or contractors, or (b) processing of non-tax-related withholdings, including but not limited to: wage garnishments, retirement account contributions, or insurance premiums.

15. For certain jurisdictions, the Payroll Service may not: (a) include processing of local taxes or taxes not deducted as part of payroll, or (b) be available to employers with employees in certain states.

16. There may be restrictions on the number of employees for whom Payroll Payments can be processed.

17. Automatic payroll service ("Auto Payroll") is available if: (i) setup for employees and the company are complete, (ii) all employees are salaried employees, (iii) all employees are set up on direct deposit, (iv) bank verification of Your Account is complete, (v) e-services is enabled, and (vi) and your account has not been on hold in the

last 6 months. Your Account must have sufficient funds in your account to fulfill your Payroll Service payments on the specified date.

18. When you sign up for the Payroll Services, you may have the option of sending W-2 information to OLT or OLTPRO Tax software or services for the benefit of your employees, as long as you are an active subscriber. This means that W-2 data will be transmitted via an encrypted, secure connection to the OLT and/or OLTPro servers for automatic download into OLT and/or OLTPro if your employees elect to use the tax filing software or services and choose to import their W-2 data automatically. You will have the option of turning off this functionality through the Payroll Services. If you turn the functionality off, your employees will not have the ability to download their W-2 data electronically into OLT and/or OLTPro software or services.

19. You agree to provide any information to your employees or independent contractors that such employee or independent contractor requests either directly from you, or requests from Pistus. Pistus may fulfill requests Pistus receives directly from your employee or independent contractor about their personal payroll information, for example, a copy of their pay stubs or timecards. You agree to indemnify and hold Pistus harmless from any liability resulting from your failure to respond to such requests for information. Pistus shall have no liability or responsibility for the accuracy of any content, recommendation, or data made available to your employees or independent contractors through or in connection with the Services.

20. Please be aware that you are responsible for the timely filing of tax returns and the timely payment of taxes for your workers, even if you have authorized us to file the returns and make the payments. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov, or call (800) 555-4477 for an enrollment form. State tax authorities generally offer similar means to verify tax payments. Contact the appropriate state offices directly for details. You acknowledge that Pistus cannot represent you in tax matters. Except as otherwise provided in these terms, Pistus cannot file and pay taxes on your behalf.

21. Pistus will suggest the most accurate and rapid method for completing your setup of Payroll Services from the following options:

i. Providing Pistus (by email, fax or other electronic means as instructed by Pistus) with true, correct, and complete business information (including but not limited to, payroll, EIN, tax and employee information), and any other payroll setup information, completed forms, or other data necessary for the setup of Payroll Services;

ii. Responding to Pistus communications and requests for information, and reviewing information provided or prepared by Pistus promptly and reasonably in advance of and during the setup process of Payroll Services, notifying Pistus of any errors.

22. You hereby represent and warrant that you: (i) are the legal owner of the setup information, (ii) you are responsible for obtaining the proper documentation (including but not limited to Power of Attorney, Form 8655 Reporting Agent Authorization, and/or Third Party Administrator) to authorize Pistus as your reporting agent and to enable Pistus to enroll you in e-services, (iii) have the necessary rights to grant us the authorizations to act on behalf of you or your business, (iv) hereby authorize government agencies to disclose your confidential information to us, (v) agree to provide true and accurate information and to review your registration information prior to registering with the government, (vi) as the business owner, remain solely liable for compliance with applicable laws and regulations regarding your business, including Applicable Data Protection Law, and (vii) are responsible for ensuring that the grant of these rights is permissible under the terms of any applicable agreements.

23. You agree and acknowledge that Pistus will not be able to complete the setup process for Payroll Service for any tax jurisdiction until you have applied for and received an agency account ID(s) as part of enrollment with the appropriate payroll taxing authority in the applicable jurisdiction(s) ("Account ID(s)").

24. Pistus will reasonably ensure the accuracy of information received, but cannot ensure that the source files used, information provided by other service providers or company personnel are accurate. Accordingly, Pistus may require you to verify the accuracy of all the information.

25. Pistus reserves the right to refuse to provide Payroll Service to you and, in such instances, will refund any fees you paid to Pistus for Payroll Service.

26. Pistus is processing your employees' and independent contractors' personal information on your behalf in order to provide these services. You agree to obtain any necessary consents from your employees and independent contractors for Pistus to provide the Payroll Services and to process and share personal information as described in the Agreement and in accordance with the Pistus Privacy Statement: https://www.pistus.com/home/pt_privacysecurity.php.

27. You hereby grant Pistus a limited power of attorney to initiate any reasonably necessary actions on your behalf in order to provide you with the Electronic Filing and Payment of Payroll Taxes, Direct Deposit, ACH Debit services, and the Payroll Services, as applicable.

28. You agree that you will maintain accurate and up to date Verification Data. You further agree that you will cooperate with Pistus' request to verify the accuracy of Verification Data and or other information provided within Payroll Services.

29. Pistus works to ensure the accuracy of the payroll tax calculations through the Payroll Services. If you are a registered user and you receive a federal, state, or local payroll tax penalty or interest from an error affecting your tax calculation accuracy made while using Pistus, Pistus will help you resolve it with the corresponding tax agency, and will cover the penalty and interest, up to \$1,000 ("Tax Penalty Protection Guarantee"). You are required to: (a) complete the onboarding expert review provided by Pistus with the Payroll Services before incurring a charge that is covered by this Tax-Penalty Free Guarantee; (b) sign up for e-services; and (c) submit the payroll tax notice to Pistus at support@pistus.com no later than 15 days after the date printed on the notice of your first notice. Pistus will not pay fees due to willful or fraudulent omission or inclusion of information inputted by you to the Payroll Services, or if your information does not pass applicable verification or validation checks for our Services. Pistus will pay you in the amount of the IRS or state penalty and/or interest paid by you to the IRS or state. You are responsible for paying any additional tax liability you may owe and providing any other information Pistus reasonably requests to validate your claim.

30. Pistus assumes responsibility for federal and state payroll filings and payments directly from your account(s) based on the data you supply. As long as the information you provide us is correct and on time and passes applicable verification and validation checks for our Services, and you have sufficient funds in your account, we'll file your tax forms and payments accurately and on time or we'll pay the resulting payroll tax penalties. Guarantee terms and conditions are subject to change at any time without notice.

I. Direct Deposit Service. The "Direct Deposit Services" means the subscription services offering direct deposit solutions for businesses as further described in this Part. If you elect to enroll with any Direct Deposit Services, either as a feature of the Payroll Services or an add-on subscription to other Services, the following additional terms in this Part apply.

1. "Direct Deposit" is a deposit of money by you into an employee or contractor payee's bank account, and requires the setup of direct deposit and bank verification. For all funding speeds, deposit timing may vary due to third party delays, risk reviews or, to the extent consistent with applicable money transmission laws, issues beyond Pistus' control. Direct Deposit Services will begin after Pistus receives and processes any information we request as part of your enrollment, including any credit or banking information. The information you provide must be accurate and complete, to begin performing Direct Deposit Services for you. Faster funding features (Same-Day and 2-Day Direct Deposit) are subject to eligibility criteria and may not be available for all Services. Arrival time varies by feature and excludes weekends and holidays.

2. A Standard Direct Deposit payment request must be submitted 3 business days prior to the processing date. A Same-Day Direct Deposit payment request must be submitted before 11:00AM CST in order to process and arrive the same business day. A 2-Day Direct Deposit payment request must be submitted before 2:00PM CST in order to process and arrive in 2-business days.

3. You or your Client Company may submit requests to process and send Direct Deposit Payments to your employees or contractors. Additional fees may apply to some Direct Deposit Payments and optional special processing features that may be available as part of the Direct Deposit Service.

4. You agree, represent, and warrant that (a) you have received authorization from each receiving person or entity to allow you to make Direct Deposit Payments and to make account adjustments, as appropriate, (b) when Payment is made, you have no actual knowledge that the authorization has been revoked or terminated, and (c) your Direct Deposit Payments comply with the laws that apply to them. In case of any reversal of a paycheck Direct Deposit, you must advise the affected person or entity before such entry is sent. You are responsible for maintaining employee authorizations and all applicable record retention.

5. Direct Deposit Services do not include furnishing physical checks or provision of notice of deductions or direct deposit to employees or contractors. Direct Deposit Services may not be available to employers with employees or contractors in certain states. There may be restrictions on the number of employees and/or contractors for whom Direct Deposit Services can be processed.

6. Excessive Chargebacks are a breach of this Agreement and cause for immediate termination of Pistus' Services. "Excessive Chargebacks" means chargebacks during any monthly period and for any one of your terminal identification numbers or merchant identification numbers, including: (a) Chargebacks and/or retrieval requests in excess of 1% of the average monthly dollar amount of transactions; (b) ACH unauthorized returns in excess of 0.5% or returns in excess of 3% of the average monthly dollar amount of transactions; or (c) processing an average transaction above the processing limits or amount approved by us. Excessive Chargebacks include fees that might be imposed by our sponsor banks and card or payment network. You authorize us, upon the occurrence of Excessive Chargebacks, to take additional actions we may deem necessary, including, but not limited to, suspension of Pistus' Services or creation or maintenance of a Reserve Account in accordance with this Agreement. You acknowledge and agree that Pistus may be required to report your name to law enforcement and any other third party including but not limited to the card or payment networks, such as for inclusion into VISA Terminated Merchant File, MasterCard MATCH, or any other prohibited merchant list in the event of fraud, counterfeit, unauthorized transactions, highly suspect activity, chargebacks, Excessive Chargebacks, or if we terminate your access to Pistus. You agree to such reporting and waive any claims against Pistus as a result of such reporting.

7. If we believe there is unusual activity on your Account, we may, in our sole discretion, temporarily suspend your access to Pistus, move your Settlement Funds into a Reserve Account, place holds on your Settlement Funds that delay or suspend disbursement, and/or terminate Pistus' Services. Unusual activity includes, but is not limited to: (a) changes in your average transaction amount or processing pattern; (b) monthly percentage of different transaction types; or (c) Excessive Chargebacks. We may, in our sole discretion, place holds on your transactions or Account to otherwise protect against potential risk or fraud. Reasons for holds are proprietary to Pistus and may be based on multiple factors, including, but not limited to: (i) no or limited payments processing history with Pistus; (ii) past performance or standing of your Account, including return or dispute rates; or (iii) sales of higher risk goods or services. You understand and agree that our evaluation of risk may result in your ineligibility for certain Pistus Services, such as those enabling faster funding than standard deposit timing. We will notify you in the event that you do not qualify for these Pistus Services and/or if you later become eligible. Pistus also reserves the right, in its sole discretion, to review and either clear or cancel each transaction. If a transaction is cleared after review, we will provide notice to you. Otherwise, we will cancel the transaction and Settlement Funds may be returned. Pistus will have no liability for any losses, either direct or indirect, which you may attribute to any hold, review, or other delay or suspension of funds disbursement. If we hold or review a transaction, you acknowledge that your customer's product or service must be delivered just as if you have been paid. Further, if a transaction is subject to a hold or review, you acknowledge that fees associated with the transaction will be charged.

J. The following payment processing practices are prohibited under this Agreement:

1. You may not use Pistus Payments to accept amounts representing the refinancing of an existing uncollectible obligation, debt, or dishonored check of a customer.

2. You may not present for processing or credit, directly or indirectly, any transaction not originated as a result of a payment transaction directly between you and a payor.

3. You may not present for processing or credit any transaction you know, or should know, to be fraudulent or not authorized by a cardholder, payor, or customer.

4. You may not receive any payment from a payor or customer to prepare and present a transaction for the purpose of affecting a deposit to that customer or payor's account.

5. You may not deposit duplicate transactions and will be solely responsible for the full amount of any duplicate transactions.

6. You may not accept or deposit any fraudulent transaction and may not present for processing or credit, directly or indirectly, a transaction which originated with any other merchant or any other source. If you deposit any such transactions, we may hold funds and/or demand a Reserve Account.

7. You may not add any tax or surcharge to transactions, unless applicable law expressly allows or requires you to impose such tax or surcharge. If any tax or surcharge amount is allowed or required, such amount must be included in the transaction amount and shall not be collected separately.

K. Pistus Mobile App. The Pistus Mobile App is an application servicing employees and independent contractors of Pistus Payroll and/or Pistus Time. If you make use of the Pistus Mobile App as an employee or as an independent contractor, the following additional terms in this Part apply.

1. Feature availability may vary based on company subscription, settings, and employment type. You agree and acknowledge that Pistus may use your Information for any lawful purpose described in our Global Privacy Statement, the Pistus Time and Payroll Services Data Processing Agreement and/or this Agreement, although we will ask for your consent before we use and share Information for certain purposes (as we describe to you before such use). By using or accessing the Workforce Service as an employee or an independent contractor, you also agree to the following:

BY SUBMITTING YOUR INFORMATION, YOU CONSENT TO ELECTRONICALLY EXCHANGE INFORMATION THROUGH THE PISTUS MOBILE APP SERVICE. PISTUS IS NOT RESPONSIBLE FOR ANY INFORMATION YOU SUBMIT THROUGH PISTUS MOBILE APP OR LIABLE FOR ANY CLAIMS RELATED TO THE AMOUNT WITHHELD FROM YOUR PAYCHECKS.

3. CUSTOMER SUPPORT FOR YOU, WITH LIMITATIONS.

Pistus makes customer support personnel available to you who can provide technical support to assist you in your use of the Software and the Services. You acknowledge and understand that these support personnel are not tax experts or accountants, and do not provide professional services or advice. You are solely and exclusively responsible for your use of the Software and the Services and any errors that you make in preparing payroll and accounting forms (i.e., typographical errors, incorrect statements of fact, and the like). If you need, or desire in your discretion, any additional professional advice, you should consult with an accountant, attorney, or other professional of your choosing and at your sole cost. You also agree and acknowledge that we may have direct communication with your employees, payees, agents and/or third-parties in order to provide customer support.

4. PRIVACY, DATA SECURITY, and INFORMATION STORAGE.

A. Your Responsibilities to Protect Yourself and Risks Assumed by You:

By entering into this Agreement, you agree to Pistus' collection, use, and disclosure of your personal information and the personal information of your employees, payees, agents and/or third-parties in accordance with the Privacy Policy and incorporated into this Agreement by this reference.

You are responsible for maintaining the confidentiality of your username and password, and for any use of your username and password. You are the only person authorized to use your identification and password, and you shall not permit or allow any other person to have access to or use your identification or password. You are solely responsible for maintaining the confidentiality of your user identification and password. You are solely responsible for any actions taken using your user identification and password. You are solely responsible for ensuring that all information in your account, including without limitation your contact information, is and remains at all times complete and accurate.

Pistus may offer you the ability to use certain informative tools, such as a tax calculator, interview questions or other potential useful information. You acknowledge and understand that these tools are provided to you merely as a convenience to our users and that you retain ultimate responsibility for ensuring the accuracy and completeness of any information you submit while using Pistus' services or software.

You must notify us, within twenty-four (24) hours, if you believe your password or account has been or may have been obtained or used by any unauthorized person or entity.

Additionally, you should never respond to a request for your password, particularly a request from an individual claiming to be an employee of Pistus. Our employees will never ask you for your password. You must notify Pistus if you receive such a request within twenty-four (24) hours from the request.

By acting promptly, you help ensure that we are able to continue our efforts in placing the privacy of our customers as our number one priority.

While we strongly desire to work with you as a team in protecting your privacy, and the privacy of your clients, and while we have taken reasonable measures to protect the security of your data for you and your clients, the internet does carry certain risks and, therefore, it is important that you know that Pistus (i) does not guarantee the security of information collected during your use of the Software and the Services, (ii) shall not be liable in any way for a compromise of your data or the data of your clients, (iii) has no obligation to store or maintain any information you provide to Pistus, and (iv) nothing in this Section 4 shall be interpreted as creating a contractual or other duty for Pistus which is not otherwise in existence absent this Section 4.

Should you need to change your name or contact information, such as your address, e-mail, and phone number, please directly contact Pistus Customer Service.

You should never attempt to modify your name or contact information, or any other personal information, by any means other than through Pistus Customer Service.

B. Helping to Protect Your Information:

Pistus strives to protect your personal information from loss, misuse, or unauthorized alteration by using industry-recognized security safeguards, coupled with carefully developed security procedures and practices. We maintain physical, electronic and procedural safeguards that comply with applicable laws and federal standards. We use both internal and external resources to review our security procedures. Your sensitive information, such as credit card information, is encrypted when it is transmitted to us. Our employees are trained and required to safeguard your information.

Pistus respects your privacy and the confidentiality of your personal information (including email address). Pistus' resources and entire staff are fully committed to safeguarding your personal data (including email address) by ensuring that the highest security and other precautionary measures are in place to protect your non-public information. That is why we do not share your information (including email address) with third parties, affiliates, or partners in ways other than disclosed in this privacy statement. We only collect, store and use your personal information (including email address) for defined purposes. The purposes include fulfilling orders, supplying service and support, and notifying you of new/enhanced products and services.

Pistus is committed to protecting your privacy and data. At any time, you may contact Pistus to request what information you have given us and request correction or deletion. Our goal is to ensure the highest levels of security and confidentiality.

C. Information We Collect from You:

- We collect personal information such as your name, shipping/billing address, e-mail and phone numbers when you interact with us to purchase or use our products.
- We collect personal information to deliver or allow access to our products and services.
- We collect information about your system as it interacts with us such as your IP address and browser information.
- We use common internet technologies, such as cookies and Web beacons to manage our Web sites and services, advertising and e-mail programs.
- We collect user feedback, community discussions, chats and other interactions, such as surveys, at our sites.
- We may obtain additional information about you, such as demographic information, from commercially available sources.
- We collect credit card information, such as, cardholder's name, credit card type, credit card number, expiration date, billing address, email address, and the like.

- We collect technical assistance data about you, such as, username, user ID, operating system, connection, browser, and the like.

D. Disclosing Your Data:

- You can view Pistus' privacy statement provided with the services on the Web Site. You agree to the applicable Pistus privacy statement, and any changes published by Pistus. You agree that Pistus may use and maintain your data according to the privacy statement as part of your services. Pistus Inc. is a global company and may access information from multiple countries, including countries outside your own country to the extent permitted by applicable law.
- Sometimes we ask outside firms, or third parties, to help us provide services, such as designing a Web Site, sending e-mails, registering a prospective domain name, or analyzing data. Our contracts with these third parties outline the appropriate use and handling of your information and prohibit them from using any of your personal information for purposes unrelated to the product or service they're providing. We require vendors to maintain the confidentiality of the information we provide to them.
- You give Pistus permission to combine identifiable and non-identifiable information you enter or upload for the Services with that of other users of the Services and/or other Pistus services. For example, this means that Pistus may use your and other users' non-identifiable, aggregated data to improve the Services or to design promotions and provide ways for you to compare business practices with other users.
- We may disclose, access, or report personal information when we believe, in good faith, we are required to do so by law or to protect our legal rights. We may also do this in connection with an investigation into a suspected violation involving a Terms of Service, fraud, intellectual property infringement, or other activity that may be illegal or expose us to legal liability. For example, we may be required to disclose personal information to cooperate with regulators or law enforcement authorities or to comply with a court order, subpoena, search warrant, or law enforcement request.
- We may report and share information about your account to credit bureaus, consumer reporting agencies and card associations. Late payments, missed payments, or other defaults on your account may be reflected in your credit report and consumer report. We may also share information with other companies, lawyers, credit bureaus, agents, government agencies and card associations in connection with issues related to fraud, credit or debt collection.
- We work with other companies or developers to provide you with products and services which we clearly identify. Either Pistus or the other company may offer these products and services. We clearly identify these co-branded products and services. In some cases, we exchange customer usage information to establish and provide ongoing service. By requesting these products or services, you are

permitting us to provide your personal and usage information to the other company to fulfill your request.

E. Changes to our Privacy Policy:

If Pistus decides, in our sole discretion, to change our privacy policy, we will post those changes to this privacy statement, the homepage, and other places we deem appropriate so our users are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.

If, however, we are going to use users' personally identifiable information (including email address) in a manner different from that stated at the time of collection we will notify users by posting a prominent notice on our Web Site for 30 days.

If we merge with, or are acquired by another company, the resulting combined company will use the personal information you have provided as described in this policy. If we cease operation, your personal information may be transferred to and used by another company that offers similar or related products or services. You will be notified via prominent notice on our Web Site for 30 days of any such change in ownership or control of your personal information.

F. Disclaimer:

Though we make every effort to preserve user privacy, we may need to disclose personal information when required by law wherein we have a good-faith belief that such action is necessary to comply with a current judicial proceeding, a court order or legal process served on our Web Site.

5. PAYMENT SERVICES.

A. Scope of Service:

Pistus facilitates ACH payments to vendors, for employee payroll, and for certain employment related taxes. All payments transmitted by Pistus must be first verified and authorized by Customer. Customer is responsible for providing accurate information for Pistus to carry out the transaction. The Software generates periodic federal, state, and local employment tax reports, and Form W-2s and Form W-3s based upon the information provided by Customer. All tax reports and forms will only be sent to the respective authority upon approval and authorization of Customer. We will provide you with periodic tax deposits and filings reports via your Pistus account. Incorrect or late data entered into your Pistus account can result in depositing errors and therefore cause delinquencies. Such delinquencies are your sole responsibility. Correction of Customer errors are billed at the standard hourly rate. **THIS SOFTWARE IS FOR PROCESSING PAYMENTS TO VENDORS, EMPLOYEE PAYROLL, AND CERTAIN TAX OBLIGATIONS.**

THIS SOFTWARE IS NOT INTENDED TO BE A SERVICE FOR HANDLING CUSTOMER'S EMPLOYEES' FUNDS BEYOND THE LIMITED INSTANCES IDENTIFIED ABOVE. PISTUS NEVER RECEIVES ANY MONEY OR TRANSMITS ANY MONEY EXCEPT FOR ENTRIES AUTHORIZED BY THE CUSTOMER.

B. Automated Clearing House Transactions:

Payment services under this Agreement must be initiated by you by 2:00 p.m. Central Time at least four (4) banking days prior to the intended pay date for services under this Agreement, unless otherwise agreed to by Pistus. Sufficient funds must be in your authorized account at the time of initiation. Payments initiated after processing deadlines may be considered to occur the next business day.

Pistus may refuse to process a payment request if there are insufficient funds to cover the amount of the payments or any other legitimate business reason. If a payment request is dishonored, returned, or refused by your bank or financial institution, we may resubmit the payment request, reverse related transactions, charge an insufficient funds penalty, refuse to perform further Services, and/or terminate this Agreement.

In the event that Pistus is unable to collect the funds from the Customer in such time as to afford Pistus adequate time to process and remit payment by the due date (such as if Customer processes a same day payroll or if a collection attempt from Customer's account is returned for insufficient funds), Customer will be solely responsible for any fees, penalties, interest, or other charges incurred as a result of late payments and/or filing.

C. Automated Clearing House Rules:

Payment services provided pursuant to this Agreement are governed by ACH Rules and guidelines, and Customer agrees to be bound by the ACH Rules. Customer is responsible for obtaining authorization of outside parties to be bound by ACH Rules, including any Originating Depository Financial Institution (ODFI), third-party sender, nested third-party sender, or payment originator, and that their agreements with those parties comply with ACH Rules, including but not limited to subsections 2.2.2.1 and 2.2.2.2.

Customers that originate payments on their own behalf must enter into an agreement with the ODFI, authorizing the ODFI to originate the payments on Customers' behalf to the recipient's account. Customers further agree to be bound by ACH Rules and that it will not originate any transaction that violates the laws of the United States. Customer agrees that only the payment services described herein are covered by this Agreement. Customer acknowledges that Pistus and/or an ODFI may terminate or suspend this Agreement for breach of the ACH Rules to permit compliance with ACH Rules. Additionally, Pistus and/or an ODFI may audit Customer's compliance with the ACH Rules.

Customers that are third-party senders or nested third-party under ACH Rules authorize the ODFI to originate payments on behalf of the originator to recipient's accounts. Customers further agree to be bound by ACH Rules and that it will not originate any transaction that violates the laws of the United States. Customer agrees that only the payment services described herein are covered by this Agreement, including activities of nested third-party senders. Customer acknowledges that Pistus and/or an ODFI may terminate or suspend this Agreement for breach of the ACH Rules to permit compliance with ACH Rules. Additionally, Pistus and/or an ODFI may audit Customer's compliance with the ACH Rules. Customers that are third-party senders must enter into an agreement with the originator that satisfies each of the requirements of subsection 2.2.2.1 before allowing an originator to initiate entries directly or indirectly through Pistus or the ODFI. Customers that are third-party senders must enter into an agreement with nested third-party senders that satisfies each of the requirements of subsection 2.2.2.2 before allowing a nested third-party sender to initiate entries directly or indirectly through Pistus or the ODFI. Further, Customer agrees to be responsible for a nested third-party sender's compliance with ACH Rules.

D. Tax or Accounting Assistance:

From time to time, we may assist you with the resolution of tax and/or accounting matters related to your payroll. The Software will provide estimated tax payments due and/or forms based on the information inputted but the Customer. You acknowledge that the Services we provide to you should not be construed in any way as professional tax and/or accounting advice or legal advice and shall not be relied upon as such. You are required to verify the accuracy of information provided and authorize Pistus to transmit any forms and payment. If you wish to have the payroll and tax information generated by the Software examined by a certified public accountant, an attorney, or any other professional consultant prior to using the information or relying upon it, or incorporating it in your books and records, then you should do so at your own expense.

E. Termination:

If your customer relationship with us is terminated for any reason, we will not be responsible for transmitting any payment that had not already been initiated by the Customer. For payments that have been initiated by the Customer but termination occurs before the intended pay date, We will carry out the payment as previously authorized. For example, if our relationship is terminated during the middle of the second quarter, we are not responsible for depositing any payroll taxes for the second quarter or for any subsequent quarter or year end if payment had not yet been initiated by the Customer.

F. Contractor Payments:

Pistus Contractor Payments is an online solution to pay independent contractors and e-file Forms 1099-NEC and/or 1099-MISC as further described in this Part. If you use the Contractor Payments, the following additional terms in this Part apply (the "Contractor

Payments” service terms). Note that contractor Payments may be offered as a standalone without a Pistus Online Subscription.

You may only use the Contractor Payments Services in the United States. For accountants, you must purchase a separate Contractor Payments Services subscription for your own business and for each client you support using the Contractor Payments Services (each an “Additional Client User”). To the extent applicable, when you act on behalf of your Additional Client User(s), you represent and warrant that you have authority to do so. You and your Additional Client User(s) are jointly and severally responsible for paying your Additional Client User(s) subscription fees, including amounts due to any 3rd parties. Your Additional Client User(s) is/are solely responsible for paying all amounts debited against their account (e.g., payments to the contractors, NSF fees, account closure fees, or reversal fees charged by a bank). As their agent, you agree on behalf of your Additional Client User(s) that they will indemnify Pistus with respect to any claims, liability, and expenses, including reasonable attorneys’ fees and costs arising out of their use of the Pistus Contractor Payments or breach of the Agreement.

We reserve all rights, including the right to terminate the Agreement for you and any Additional Client Users, in whole or in part in our sole discretion, and we reserve all rights to all other available remedies permitted by law. This includes, but is not limited to, if you have insufficient funds in your linked account to pay amounts due at the time required, or if you refuse to pay. In those circumstances, we may: (i) recover funds from you pursuant to the Recovery Authorizations you granted to us in agreeing to the payment terms; (ii) discontinue the Contractor Payments, and/or (iii) immediately freeze, suspend, or terminate your Contractor Payments. All sections in these Contractor Payments Services Terms, to the extent permitted by law, shall survive the termination of the Agreement.

You are fully responsible for verifying the identity and work authorization of your independent contractors in accordance with applicable law and all of the information you and your independent contractors submit through the Contractor Payments, including for any IRS or other penalties due to incorrect, inaccurate, incomplete or outdated information. You are responsible for verifying the accuracy, timeliness, and completeness of any personal, compensation, or any other information you or your independent contractors provide or directly input via Pistus Contractor Payments or any other method. We are entitled to rely upon, and are not obligated to independently verify, any such information, except where required by law. We will not be liable for any penalty, interest or other liability that results from inaccurate or incomplete information you, or your independent contractors may supply. You must submit information we require to provide the Contractor Payments Services, including your company’s tax information, independent contractor payment information, Additional Client User information, and other information we may request. You assume sole responsibility for, and will ensure that your payment information, content, data, documents or materials used, disclosed, entered into or created using the Contractor Payments are accurate, reliable and complete, do not violate the Agreement,

and comply with the Office of Foreign Assets Control of the U.S. Treasury and all other applicable laws or regulations.

Except as otherwise stated herein, Pistus will not be liable for any penalty, interest or other liability that results from inaccurate or incomplete information you supply. In the event that Pistus becomes aware of any tax agency information that is inaccurate, Pistus reserves the right to input the correct information. Pistus will not be liable in any way if Contractor Payments Services cannot be performed completely or accurately because of anything not reasonably within our control, including problems with the Internet or inaccurate or incomplete information you provide to us. Notwithstanding anything to the contrary in these terms. If Pistus makes any errors in performing Contractor Payments, our only responsibility will be to make the correct payment to the independent contractor or file the correct Form 1099.

You assume full responsibility for the use of Pistus Contractor Payments to achieve your intended purposes, for the proper setup and use of the Contractor Payments and for verifying results from use of the Contractor Payments.

As part of the Services, we may require you to provide your electronic signature to certain forms or documents required by Pistus, state or federal agencies. The actual forms that you will need to sign will vary depending on your business and location. By using Pistus Contractor Payments, you acknowledge that you have read the content of the forms, and you hereby authorize Pistus to apply your electronic signature or a rendition of your signature to all required forms. Your signature is effective as of your acceptance to apply your signature to all specified form(s). Your signature on these forms is a requirement to use the Services. If you no longer permit us to use your electronic signature, the Contractor Payment Service will terminate.

You represent and warrant to us that you have obtained all consents necessary under applicable law to provide us with the information required to provide Pistus Contractor Payments. You are responsible for determining whether the Contractor Payments service meets your business' reporting needs, and we are not providing any legal, financial, accounting, tax or other professional advice to you by providing the Contractor Payments service.

You authorize Pistus and other authorized third parties to debit your linked account in the amounts necessary to (i) fund your payments, (ii) pay any fees or charges associated with contractor payments, (iii) pay any debit, correction or reversing entry initiated, and (iv) pay any other amount that is owing, including for services provided by us to you unrelated to the contractor payments service. You will maintain a sufficient balance in your linked account to pay disbursements, fees, or any other amounts due at the time required.

You are responsible for verifying that all payments to your independent contractors through the Contractor Payment Service have been received and are accurate.

Debits will be charged to Your Account (or the Account of your Additional Client User(s), as applicable) up to five (5) business banking days before the pay date and you must have sufficient funds in Your Account to fulfill your Contractor Payments deposit on that date. After that, no interest or earnings will accrue to you and Pistus will hold the money until the Contractor Payments are made. Once your Contractor Payments are complete and submitted you may cancel them until we send them to the ACH network. For all funding speeds, deposit timing may vary because of third party delays, risk reviews or, to the extent consistent with applicable money transmission laws, issues beyond Pistus' control. The following faster funding feature is subject to eligibility criteria and may not be available in all Services.

You agree, represent, and warrant that (a) you have received authorization from each person or entity to allow you to make deposit to them and to make any necessary adjustments to their account, as appropriate, (b) at the time any deposit is made you have no actual knowledge that the authorization has been revoked or terminated, and (c) your deposit comply with the laws that apply to them. In case of any reversing entry for a deposit, you will tell the affected person before the entry is sent. You are responsible for maintaining independent contractor authorizations, and all applicable record retention.

Pistus Contractor Payments do not include: (a) furnishing physical checks or any form of notice of deductions or deposit to contractors, (b) processing payments to employees or other W-2 workers or deducting and submitting payroll taxes, (c) processing of non-tax-related withholdings, including but not limited to: wage garnishments, retirement account contributions, or insurance premiums. There may be restrictions on the number of contractors for whom deposits can be processed.

You agree to provide any information to your independent contractors that such independent contractor requests either directly from you, or requests from Pistus. If your independent contractor requests their compensation information from Pistus, for example, a copy of their payment records, Pistus will fulfill the request to the independent contractor and will provide you with 24 hours advance notice to the email address associated with your Contractor Payments. You agree to indemnify and hold Pistus harmless from any liability resulting from your failure to respond to such requests for information.

Pistus is processing your independent contractors' personal information on your behalf in order to provide these services. You agree to obtain any necessary consents from your independent contractors for Pistus to provide Pistus Contractor Payments services and to process and share personal information as described in the Agreement and in accordance with the Pistus Privacy Policy (https://www.pistus.com/home/pt_privacysecurity.php)

You hereby grant Pistus a limited power of attorney to initiate any reasonably necessary actions on your behalf in order to provide you with the Electronic Filing, Direct Deposit, ACH Debit services, and the Pistus Contractor Payments Services, as applicable.

6. THIRD-PARTY SERVICES.

Pistus may provide access to certain services provided by third parties ("Third-Party Services") through the Web Site. The Third-Party Services are governed by the terms and conditions, and policies instituted by the Third-Party Service provider. You are responsible for reviewing, understanding, and abiding by the terms and conditions and policies governing any Third-Party Services. Pistus is not responsible for and shall have no liability arising from, involving, relating to, or in connection with the Third-Party Services.

7. NO PROFESSIONAL ADVICE PROVIDED BY PISTUS.

Neither the Web Site, nor the Software, nor the Services are intended to provide or replace legal, financial, accounting or other professional advice. No attorney-client or fiduciary relationship with Pistus is created by your use of the Web Site, the Software, or the Services. Not all of the features of the Web Site, the Software, and the Services and the work product produced with the Web Site, the Software, and the Services may be suitable for use in your jurisdiction, and Pistus strongly encourages you to consult with your personal attorney, financial advisor, accountant or other professionals if you have any question as to your use of the Web Site, the Software, or the Services.

8. DISCLAIMER OF WARRANTIES and REPRESENTATIONS.

WITH THE EXCEPTION OF THE FOREGOING, LIMITED EXPRESS WARRANTY, ALL OF PISTUS' PRODUCTS AND SERVICES, INCLUDING, BUT NOT LIMITED TO THE WEB SITE, THE SOFTWARE, AND THE SERVICES, ARE EACH PROVIDED "AS IS". NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY IN THIS AGREEMENT, PISTUS DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE, ITS USE OR THE WORK PRODUCT PRODUCED WITH THE SOFTWARE: (i) WILL BE UNINTERRUPTED OR ERROR-FREE; (ii) WILL BE FREE OF "BUGS", INACCURACIES, ERRORS OR THE LIKE; (iii) WILL MEET YOUR REQUIREMENTS; (iv) WILL BE SECURE; OR (v) WILL OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR OTHER SOFTWARE YOU MAY USE. ACCORDINGLY, PISTUS HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NONINFRINGEMENT. IF FOR ANY REASON THIS DISCLAIMER OF WARRANTIES DOES NOT APPLY TO YOU, ANY IMPLIED WARRANTY IS LIMITED TO SIXTY (60) DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER OCCURS SOONER.

9. ASSUMPTION OF LIABILITY BY YOU and LIMITATIONS OF OUR LIABILITY.

A. You agree to assume and take full responsibility for any and all liability for any damages, of any type whatsoever (and as further defined in Section 12) related to or arising from your use of the Web Site, the Software or the Services, including, but not limited to the preparation of all payroll and accounting forms processed using the Software provided under this Agreement and for your failure to update any of the Software.

B. In no event will Pistus be liable to you or any third-party for any liability for any damages, of any type whatsoever (and as further defined in Section 12) related to or arising from your use of the Web Site, the Software or the Services, including, but not limited to the preparation of all payroll and accounting forms processed using the Software provided under this Agreement and for your failure to update any of the Software.

C. Notwithstanding the Exclusion of Damages as expressly provided for in Section 12, the maximum extent of Pistus' total liability for damages connected with, arising from, involving, or relating to this Agreement, or any breach thereof, shall never exceed the price you have paid to use the Services and Software during the twelve (12) months prior to such claim, regardless of the nature of the Claim.

10. FORCE MAJEURE.

Pistus shall not be liable for failing to perform under this Agreement by the occurrence of any event beyond its reasonable control, including, without limitation, any labor disturbance, an internet outage or interruption of service, a communications outage, failure by a service provider to Pistus to perform, acts of a federal or state taxing authority, fire, terrorism, natural disaster, pandemic, war or any other act of God.

11. WAIVER OF CLASS ACTION RIGHTS.

By entering into this Agreement, you hereby irrevocably waive any right you may have to join claims with those of others in the form of a class action or similar procedural device. Any claims arising out of, involving, or relating to this Agreement must be asserted individually.

12. LIMITATION OF and EXCLUSION OF DAMAGES.

Pistus assumes no liability and shall not be liable to you or anyone else for actual, consequential, incidental, indirect, punitive or special damages, or the recovery of attorney's fees (including, but not limited to, damages relating to lost profits, lost data or loss of goodwill) arising out of, involving, relating to, or connected with, either directly or

indirectly, the use of the Web Site, the Software, or the Services, based on any cause of action, even if Pistus is expressly advised of the possibility of such damages.

13. INDEMNIFICATION.

You agree to defend, indemnify and hold Pistus and its employees, representative, agents, attorneys, affiliates, officers, managers, and shareholders (the “Indemnified Parties”) harmless from any action, claim, damage, loss, cost, judgment, settlement, or expense (including without limitation, attorneys’ fees and costs) incurred in connection with any claim, demand or action (“Claim”) brought or asserted against any of the Indemnified Parties by you, your employees, payees, or agents, any federal, state, municipal or local taxing entity, and any other third-party, alleging facts or circumstances that would constitute a breach of any provision of this Agreement by you or otherwise involved, arising from, related to, or would not have existed but for, this Agreement between Pistus and you. If you are obligated to provide indemnification pursuant to this provision, Pistus may, in its sole and absolute discretion, control the disposition of any Claim at your sole cost and expense. Without limitation of the foregoing, you may not settle, compromise or in any other manner dispose of any Claim without the express written consent of Pistus.

14. JURY WAIVER, CHOICE OF LAW/JURISDICTION/VENUE, and DISPUTE RESOLUTION (MANDATORY ARBITRATION).

This Agreement is entered into by the parties in the State of Missouri and shall be governed by and construed in accordance with the laws of the State of Missouri. Proper jurisdiction and venue for all disputes arising out of this Agreement (that are not subject to the Arbitration requirement as stated below) shall only be in the Circuit Courts of Buchanan County, Missouri or in the United States District Court for the Western District of Missouri, and shall not be proper for jurisdiction or venue in any other jurisdiction or venue except in the following specific situations:

All disputes arising out of, involving, or relating to this Agreement (including its formation, performance or alleged breach) or your use of the Web Site, the Software, or the Services shall be exclusively resolved under BINDING ARBITRATION held in Buchanan County, Missouri before and in accordance with the Rules of the American Arbitration Association (“AAA”). Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration under this Section without the prior written consent of both parties. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement will be

joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

Notwithstanding the foregoing, Pistus shall have the right to seek injunctive or other equitable relief in any applicable state, federal or international court in order to avoid irreparable damage to Pistus, or to cease a continuing violation of applicable law, or to prevent an infringement of a third party's rights. In the event equitable relief is sought, each party hereby irrevocably submits to the personal jurisdiction of such court of competent jurisdiction, as defined herein.

In all disputes brought involving, relating to, or arising from this Agreement or the entering into of this Agreement, you agree to pay Pistus for Pistus' reasonable attorney's fees, court costs, and third party costs (such as costs to pay an arbitrator or a mediator), if Pistus is the predominantly prevailing party to the particular dispute involving you. This is meant to include all disputes involving, relating to, or arising from this Agreement,

You hereby forever waive your right to collect your attorney's fees and costs of litigation, if any, from Pistus regardless of the forum, nature, or outcome of the dispute, provided that the dispute involves or arises from this Agreement or the entering into of this Agreement.

YOU KNOWINGLY, INTENTIONALLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS OR ACTIONS CONTEMPLATED HEREBY, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY. BEFORE ENTERING INTO THIS AGREEMENT, YOU HAVE THE RIGHT TO HAVE YOUR ATTORNEY REVIEW THIS AGREEMENT.

15. INTELLECTUAL PROPERTY RIGHTS.

Other than the limited license granted to you under this Agreement, Pistus reserves all patent, copyright, trade secret, trade name, trademarks, and all other rights in the Web Site, the Software, and the Services. You may not infringe or violate such rights. Additionally, no material from the Web Site, the Software, or the Services may be copied, reproduced, republished, uploaded, posted, transmitted, resold, or distributed in any way without Pistus' prior written permission. Modification or use of the Web Site, the Software, or the Services for any purpose other than those permitted in this Agreement is a violation of Pistus' patent, copyright, trade secret, trade name, trademark, and other proprietary rights.

As applied, the Web Site, the Software, and the Services are a "commercial item" as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227-7202-

1 through 227-7202-4 (June 1995), all U.S. Government End Users acquire the Web Site, the Software, and the Services with only those rights set forth herein.

16. CONSENT TO CONDUCT.

You agree that: (i) you permit us to send communications to you by e-mail, mail, and phone; (ii) you permit us to make communications available to you through the Web Site, the Software, or the Services; (iii) you shall be responsible for your due diligence in monitoring the communication forms outlined in (i) and (ii) and that Pistus has no such duty to ensure that you are monitoring the communication forms outlined in (i) and (ii); (iv) you freely choose to engage in the use of the Web Site, the Software, and the Services, and freely consent to doing business with us through the same; (v) you shall ensure you have the proper software and hardware to meet the necessary requirements of the Web Site, the Software, and the Services; and (vi) you may withdraw your consent outlined in this section at any time by immediately contacting Pistus Customer Service along with immediately ceasing all use of the Web Site, the Software, and the Services.

17. AUTHORITY TO ACT and COMPLIANCE IN USE.

A. Each party represents and warrants to the other party that: (i) it has the full power and authority to enter into and perform its obligations under this Agreement, (ii) the assent to and performance by it of its obligations under this Agreement do not constitute a breach of or conflict with any other agreement or arrangement by which it is bound, or any applicable laws, regulations or rules, and (iii) this Agreement memorializes legal, valid, and binding obligations of the parties executing or assenting to this Agreement, enforceable in accordance with their terms and conditions.

B. You represent and warrant to Pistus that you will comply with all applicable laws, rules, and regulations in your use of the Software, the Services, and the Web Site.

C. You represent and warrant to Pistus that the Web Site, the Software, and the Services may be subject to the U.S. Export Administration Regulations and that you will fully comply with those regulations.

YOU ARE ALLOWED UNDER THIS AGREEMENT TO CONSULT YOUR OWN ATTORNEY PRIOR TO ENTERING INTO THIS AGREEMENT, AT YOUR SOLE COST, TO DETERMINE HOW THIS AGREEMENT MAY AFFECT YOUR RIGHTS.

18. TERMINATION.

A. Pistus reserves the right to immediately terminate your account or your access to the Web Site, the Software, or the Services, without notice, if Pistus reasonably

believes that: (i) you have breached this Agreement or (ii) in our sole discretion, we determine that you have interfered with the operation or use of the Web Site, the Software or the Services.

B. If you declare bankruptcy, become the subject of any proceeding under the Bankruptcy Act, become insolvent, or if any substantial portion of your property becomes subject to levy, seizure, assignment, application for sale for or by any creditor; then Pistus may terminate this Agreement with immediate effect. Alternatively, Pistus may at its sole discretion require you to deposit with us an amount equal to the 12-month average monthly or annual processing charges to prepay for any future processing.

C. You may terminate your account for any reason at any time by contacting Pistus Customer Service and informing us of such termination.

D. If your account is terminated, Pistus may delete any content or materials related to your use of the Software or the Services on Pistus' servers or otherwise in its possession and Pistus will have no liability to you or any third party for doing so. Following termination, your license to use the Web Site, the Software, and the Services automatically terminates. If your account or your access to the Web Site is terminated, Pistus reserves the right to exercise whatever means it deems necessary to prevent unauthorized access to the Web Site, the Software, or the Services, including, but not limited to, technological barriers, IP mapping, and direct contact with your Internet Service Provider (ISP).

E. This Agreement will survive the execution of this Agreement and shall continue in full force and effect indefinitely unless and until Pistus chooses to terminate it, regardless of whether any account you open is terminated by you or Pistus or if you have the right to access the Web Site, the Software, or the Services. Sections 8-14 of this Agreement shall survive the termination of this Agreement, regardless of which party terminates the Agreement.

19. GENERAL PROVISIONS.

A. This Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors and assigns, whether a signatory hereto or not.

B. This Agreement shall not be assignable or transferable by you without the prior written consent of Pistus.

C. This Agreement is a complete statement of the Agreement between Pistus and you, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding its subject matter. No amendments, modifications or releases to this Agreement will be effective unless such amendment, modification or release is in writing and signed by all parties.

D. No failure or delay by a party in exercising any right, power, or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement.

E. You and Pistus are completely independent, and no agency, partnership, fiduciary, joint venture, employee-employer relationship, nor any similar relationship is intended or created by this Agreement.

F. Whenever possible, each term, condition and provision of this Agreement will be interpreted to be effective, valid and enforceable under applicable law. If any term, condition or provision of this Agreement is held to be prohibited, invalid or unenforceable under applicable law, the specific term, condition or provision shall be severable here from and ineffective only to the limited extent of the specific prohibition or invalidity, without invalidating, prohibiting or otherwise affecting any of the remainder of the term, condition or provision or any of the other remaining terms, conditions or provisions of this Agreement.

G. All clauses and provisions contained in the introductory or recital portion of this Agreement are hereby incorporated by reference into this Agreement and enforceable to the extent as though they were set forth herein their entirety.

20. COMMENTS and QUESTIONS.

You may contact Pistus by mail at 724 Jules St. Ste 101, St. Joseph, MO 64501. You may also contact Pistus through the Web Site, www.pistus.com. On the Web Site you will find our contact number, mailing address and email support.

**JURY WAIVER BY YOU and MANADATORY ABRITRATION
CONTAINED IN PARAGRAPH 14 OF THIS AGREEMENT.**