Supplemental Terms and Conditions for Paycor Perks

The following Supplemental Terms and Conditions ("Supplemental Terms") apply to the Paycor Perks Services and shall be in addition to the Paycor Perks terms ("Perks Terms") which can be found in the Services Appendix located at https://www.paycor.com/services-appendix/, as may be updated from time-to-time between Paycor and Client (and below). In the event of any conflict, these Supplemental Terms shall supersede and control.

BenefitsMe. Paycor will provide workers with access to a digital marketplace, offered through its third-party partner, BenefitsMe, LLC ("BenefitsMe"), through which workers can receive a spending limit to purchase consumer goods and repay over time ("BenefitsMe Service"). In addition to the information transmitted or used for marketing purposes as set forth in the Perks Terms, and upon worker's consent, Client authorizes Paycor to transmit additional worker information to BenefitsMe, including, but not limited to, worker date of birth, address, wage information, estimated annualized wages, employment status, employment type, and employment-related dates. Client acknowledges that (i) worker must pay for purchases through payroll deduction and Client authorizes Paycor to facilitate the payroll deduction(s) as set forth in the Perks Terms; and (ii) workers will access their account either through SSO, or by directly logging into the third-party partner's platform. If Client opts out of or terminates the BenefitsMe Service, Client acknowledges and understands that termination will stop any existing payroll deductions to BenefitsMe, but workers who have enrolled in the BenefitsMe Service will retain access to the third-party partner's platform after termination of the BenefitsMe Service and will be responsible for establishing an alternative payment arrangement with BenefitsMe.

Corestream. Paycor will provide workers with direct access, through SSO, to a voluntary insurance and benefits platform ("Platform") through its third-party partner, Empower Benefits, Inc. d/b/a Corestream, ("Corestream") a licensed insurance agency and/or broker ("Corestream Service"). The Platform provides workers access to voluntary worker-paid benefits such as life, home, auto, pet, and critical care insurance ("Insurance and Benefit Products") provided by unaffiliated insurance carriers ("Carriers") and select other products, services, and discounts (collectively "Corestream Products") provided by unaffiliated third-party providers ("Insurance and Benefits Providers").

a. **Broker of Record.** Client designates Corestream as the broker of record to present and sell applicable Insurance and Benefits Products to workers ("Broker of Record"). Corestream is authorized to disclose to Carriers that Client has designated Corestream as Broker of Record in connection with the Insurance and Benefits Products offered on the Platform and manage such Insurance and Benefits Products on behalf of Carriers. Client authorizes Paycor to disclose this Agreement to Carriers or otherwise verify to Carriers that Client has designated Corestream as Broker of Record if requested by Corestream. Client further represents that all such Insurance and Benefits Products are not, and will not be, part of an ERISA or other employee benefits plan. Client authorizes Corestream to select the available Carriers and program rules, including levels of coverage and eligibility offered to workers. The Broker of Record designation and Corestream authorizations will remain in force until Client opts out of the Corestream Service, or this Agreement is terminated.

b. **Additional Transmittal of Information.** In addition to the information transmitted or used for marketing purposes as set forth in the Perks Terms, Client authorizes Paycor to transmit Client and worker information to Corestream when the Corestream Service commences, including, Client identification number and state of legal address, and worker identification number. At no cost to worker, workers may enroll in the Platform to access and purchase Corestream Products. Once a worker enrolls and/or purchases Corestream Products, Client authorizes Paycor to transmit additional information to Corestream, including, but not limited to, worker date of birth, wage information, estimated annualized wages, user identification number, and employment-related dates, so that Corestream and/or Carrier or Corestream may offer, quote, and/or provide Corestream Products.

c. **Commissions and Fees.** Client acknowledges that a worker may elect to pay for Corestream Products through a payroll deduction and Client authorizes Paycor to facilitate the payroll deductions. Client authorizes Corestream to receive commissions and fees from Carriers and Insurance and Benefits Providers as compensation for the Corestream Products purchased by workers on the Platform. Client acknowledges that commission and fees earned from insurance policies sold to workers during the term of the Corestream Service will be assigned to Corestream for the life of the insurance policy and that Corestream may share those commissions and fees with Paycor or its affiliate Paychex Insurance Agency, Inc., a licensed insurance agency, or with eligible third parties. Client further acknowledges that without the Broker of Record designation Corestream would not be compensated for the sale of Insurance and Benefit Products. This clause will survive the termination of this Agreement.

d. **Opt-Out of Service.** In addition to any provision in the Perks Terms or Services Appendix, if any of Client's workers have enrolled in a Corestream Product requiring payroll deductions, worker may be allowed to retain Corestream Products purchased prior to termination of the Corestream Service or the Agreement or Client's opt-out, in accordance with the Corestream Products' terms of use, and if the worker establishes an alternative payment arrangement with Corestream, Carrier, and/or Insurance and Benefits Provider.

OnDemand Pay. Paycor will provide workers with access, through single sign on, to a program that allows workers to gain access to an amount equal to a portion of their earned but unpaid wages, before a scheduled check date ("OnDemand Wages"), plus other financial wellness services, ("OnDemand Pay Service") through its third-party partner, Payactiv, Inc. ("Payactiv"). Client acknowledges that if a worker receives OnDemand Wages during a pay period, Client authorizes Paycor to process the payroll deduction(s) as set forth in the Perks Terms, for that pay period, and subsequent pay periods, if necessary.

In addition to the information transmitted or used for marketing purposes as set forth in the Perks Terms, Client authorizes Paycor to transmit Client and worker information to Payactiv when OnDemand Pay Service commences, including, Client identification number and worker information, including, worker identification number, wage information, employment-related dates, work address, home address, bank account information, and time tracking data from a Paycor time and attendance service, if applicable. Client acknowledges that workers are able to view available OnDemand Wages information in the Paycor system based on this worker information, prior to enrolling in the OnDemand Pay Service.

In addition to any provision in the Perks Terms, Payactiv may terminate and/or suspend access to the OnDemand Pay Service in accordance with Payactiv's terms and conditions located at https://cdn.payactiv.com/EWA/paycorewa.htm. If Client initiates termination of the OnDemand Pay Service through Client's Paycor account, Paycor shall notify Payactiv to terminate the OnDemand Pay Service and will prevent workers from requesting additional OnDemand Wages. Client acknowledges and understands that (i) the date of termination of the OnDemand Pay Service is determined solely by Payactiv and may not occur until after workers have settled outstanding OnDemand Wages repayments; and (ii) transmission of information to Payactiv continues until Payactiv terminates the OnDemand Pay Service.

Tax Prep Software Service. Paycor will provide workers with the opportunity to purchase tax preparation software for workers' personal use through its third-party partners, HRB Digital, LLC or Intuit Consumer Group LLC, ("Tax Prep Software Service").

VIVA. Paycor will provide workers with direct access, through SSO, to its third-party partner, VIVA Finance, Inc., ("VIVA") through which workers can apply for personal loans and access financial wellness tools ("VIVA Service"). In addition to the information transmitted or used for marketing purposes as set forth in the Perks Terms, Client authorizes Paycor to transmit Client and worker information to Vendor when the VIVA Service commences, including, Client identification number, and worker information, including, worker identification number, worker status and wage information. Upon worker's consent Paycor shall transmit additional information to VIVA, including, but not limited to, Client name, and worker date of birth, employment status, employment type, employment related dates, and work address. Client authorizes Paycor to process any direct deposit instructions from or on behalf of worker in connection with the VIVA Service as set forth in the Perks Terms. Workers must (i) use direct deposit; and (ii) will be required to open and retain an account with VIVA to utilize the VIVA Service and will retain access to such account even if Client terminates the VIVA Service.