

Introduction

About us. We're Remote, a group of companies established in countries around the world and a web platform (**Platform**), that makes it possible for You to access and manage global talent legally and easily.

The Terms. These Terms of Service (**Terms**) set out the terms by which Remote provides the legal entity listed on your account (**You** or **Your**) with the Services detailed below and access to the Platform. By agreeing to these Terms, You are entering into separate, legally binding agreement(s) with:

- if Your account address is in the United States, Remote Technology Services, Inc (**RTSI**)¹ and its Affiliate(s) providing you Services or invoicing You directly (**We, Us, Our, or Remote**); or
- if Your account address is outside the United States, Remote Europe Holding B.V. (**Remote Europe**)² and its Affiliate(s) providing you Services or invoicing You directly (**We, Us, Our, or Remote**).³

You represent and warrant that any individual(s) creating and operating Your account have the authority to bind You, enter into these agreement(s), and take actions on Your behalf.

Updates. Remote will notify You of any changes to these Terms, which may be necessary to make updates to the Services or to prevent abuse or harm. If You continue to use the Services 30 days after notice of update, You agree to the updated Terms. We will notify you if immediate updates are needed for legal or compliance purposes.

Our Services. We offer the following **Services** under these Terms:

- **Standard Employment Services** where Remote employs individuals to provide You services (**Employees**, and each an **Employee**),
 - **Premium Employment Services**, which gives You access to dedicated support specialists, prioritised onboarding, and other premium support services,
- **Contractor Services** where through Remote You onboard and pay invoices from individuals You directly engage to provide You services (**Contractors**, and each a **Contractor**),
- **Global Payroll Services** where Remote facilitates the processing of Your employees' payroll (**Global Payroll Employees**), and
- additional services agreed to between You and Us by addendum or on the Platform.

Adding Employees and Contractors. To use Employment or Contractor Services, You simply sign up and add an Employee or Contractor through the Platform. For Employment Services, Remote will enter into a separate **Employment Agreement** with

¹ RTSI, a Delaware company, with business address at 18 Bartol Street, Suite 1163 San Francisco, CA 94133.

² Remote Europe, a company incorporated under Dutch Law with registered number 76348946 and registered office at Apollolaan 151, Unit 439, 1077AR Amsterdam, the Netherlands.

³ An Affiliate means a company that directly or indirectly controls, is controlled by, is under common control with, or is otherwise in the same group of entities as a party.

each Employee. For Contractor Services, You can use Your own agreement or one of Remote's locally compliant agreements, to contract directly with Your Contractors.

Our Affiliates & Local Terms. Additional terms that are relevant to an Employee's jurisdiction (**Local Terms**) are provided below and will take precedence over these Terms only where they conflict.

Relationship. The relationship between You and Remote is of independent contractors and is commercial in nature. Nothing contained herein shall be considered to create a joint venture, partnership, or labour relationship between You and (a) Remote, (b) Remote's Affiliates, or (c) Remote's Employees.

Platform. These Services and additional services or requirements to use any Remote services will be managed through the Platform. Actions taken by You or information entered by You on the Platform are binding. So that we can improve Your experience, We may update the features, requirements, and offerings of our services. While using the Platform or any of Our services, You agree to the [Remote Platform Terms of Use](#).

API Integration(s). If You are using Remote's products and services via a full or partial integration of Remote's application programming interface (**API**) with another web platform or provider (**External Provider**), You hereby acknowledge and agree to be bound by these Terms. Account as used in these Terms shall mean Your account with the External Provider (and/or Your account with Remote, as applicable); **Platform** as used in these Terms shall mean the API (or Remote's Platform, as applicable). Additional terms that are relevant to API Integrations will take precedence over these Terms only where they conflict and are provided below.

Remote's Services

Standard Employment Services

1.1 Our obligations. As part of Our obligations, We agree to:

- comply with all applicable laws, including all tax, labour, and employment laws relevant to the Employee's jurisdiction, along with any applicable Local Terms,
- follow Your reasonable instructions and requests for the provision of Employment Services under these Terms, and
- provide You with information and reasonable assistance to support You in performing Your obligations.

In addition, We will perform the following employer obligations to industry standards:

- confirming that an Employee has the right to work in the relevant jurisdiction,
- managing payroll and benefits (including paying Employees' salaries, applicable taxes, and withholdings),
- hiring and onboarding onto the Platform,
- managing absences and time off requests,
- managing disciplinary issues, and
- terminating Employees.

Employer tax or other obligations relating to any equity, token, option, or similar grant handled by Us will be subject to timely provision of all required documents and information, and applicable laws.

1.2 Your obligations. You agree to:

- not prejudice Our ability to comply with Our obligations under these Terms,
- cooperate and promptly provide Us with true, accurate, and complete information and documents We may reasonably request (on the Platform or in writing) to allow Us to provide You Employment Services,
- not enter into any agreement with an Employee that is in breach of these Terms or may place Us in breach of these Terms, and
- not violate laws applicable to Your jurisdiction, the jurisdiction where Employment Services are provided, and any applicable Local Terms.

1.3 Employment Agreements. Employment Agreements will be based on local law and may include Your additional specifications for the services provided. We also require Employees to:

- follow any codes of conduct or similar policies Remote or You may provide (subject to the Employment Agreement and applicable law),
- keep Your information confidential (You may ask Employees to sign a confidentiality agreement with You in addition to the confidentiality provisions contained in Our Employment Agreements),
- comply with applicable laws while providing their services to You, and
- agree to intellectual property terms to facilitate the transfer of intellectual property from the Employee to You.

Remote does not have an obligation to employ an individual (whether due to right to work, regulatory issues, or otherwise).

1.4 Changes to Employment Services. You acknowledge that We, as the employer, will implement any changes to Employment Agreements or Employment Services and take any administrative actions concerning Employees. If You want to request any changes to Employment Services, You will provide Us with the relevant information We may require and We, if possible under these Terms, will implement the changes or actions.

1.5 Employment Claims. As the employer, We will conduct the defence and settlement of any claims, actions, lawsuits, concerns, allegations, grievances, inspections, investigations, or regulatory matters against Us in connection with Employment Services (**Employment Claims**). We will take reasonable steps to consult with You and agree with You on any defence, response, settlement, or compromise (Your agreement not to be unreasonably withheld, delayed, or conditioned). In the event of any withholding, delay, unreasonable conditional approval, or breach of these Terms, We will have the right to defend or settle any Employment Claims without Your consultation or agreement. In all cases, You will cooperate and provide all information We reasonably request to conduct the defence and/or settlement of Employment Claims and We will have the right to charge You any applicable Employment Fees.

Contractor Services

2.1 Our obligations. We will:

- onboard Your Contractors and carry out an identity verification,
- allow You to upload Your own agreement or execute one of Our local agreements with Your Contractors through the Platform, and
- process Your payments to Contractors.

2.2 Your obligations. You are responsible for:

- ensuring that a Contractor's information on the Platform is accurate,
- ensuring that a Contractor has the right to work in their jurisdiction,
- selecting and executing the contract between You and Your Contractors,
- reviewing and approving any invoices,
- any applicable direct or indirect taxes (such as levies, withholdings, deductions) or costs and fees, and
- handling all problems arising from an invoice or contract directly with the Contractor.

2.3 Your Contractors. Contractors are not employees or contractors of Remote. We are not a party to any agreements between You and Your Contractors, and You agree not to inform or allow Contractors to believe otherwise. The performance of Contractors under any agreements, and any disputes or claims arising from any agreements, are solely Your responsibility.

General Terms

Fees

3.1 Employment Fees. Fees payable by You for Employment Services will include:

- Our **Management Fee**, the flat monthly fee (exclusive of VAT) charged for Employment Services for each Employee,
- all salaries, bonuses, incentives, taxes, levies, benefits (such as disability, sick leave, life insurance, pension, severance, and paid time off), along with any other costs paid in connection with Employment Services, and
- any applicable discounts.

Where applicable, Employment Fees may also include:

- expenses incurred by Employees and approved by You via the Platform or in writing (such as travel, food allowances, and equipment reimbursements),
- all costs and expenses, including losses, damages, fines, penalties, settlements, and reasonable legal fees, incurred in connection with Employment Services (including any costs or expenses related to Employment Claims), except to the extent such costs or expenses are solely due to Our violation of these Terms,
- applicable indirect taxes You are responsible for paying (such as VAT, GST, consumption tax, stamp tax, or sales tax), and
- any other fees, costs, or charges agreed to by You (including, but not limited to, fees for visa or other applications, translations, and intellectual property letters, forms, or registrations).

Remote will inform You if changes in local law, collective agreement, or regulations change the amount of these fees.

3.2 Changes in Management Fees. We may increase Our Management Fee each year and will provide You with at least 30 days' notice in writing. The increase will not apply if You choose to terminate all Employment Services in those 30 days. Any reduction in the Management Fee will take effect immediately.

3.3 Contractor Fees. Fees payable by You for Contractor Services will include a monthly subscription fee charged for each Contractor (**Contractor Subscription Fee**), any Contractor invoices approved by You on the Platform (compiled in a **Transaction Receipt**), and any other fees charged in connection with Contractor Services.

Payment terms

- 4.1 Invoices. You will be invoiced for Employment Fees (such as Management Fee, salary, taxes, and benefits) in the month preceding the date(s) when an Employee is paid. After an Employee is paid, You will receive either (a) an invoice that includes a charge for any Employment Fees not included in the original invoice; or (b) a credit note that will be applied to a subsequent invoice.

You will be invoiced a Contractor Subscription Fee for any month in which a Contractor has: (a) signed a contract; (b) submitted an invoice; or (c) received a payment for an invoice. Invoices will be issued in the beginning of the following month.

Payment for Invoices are due within 14 days of receipt. Invoices related to Late Fees, reserves, contractual guarantees, or other costs under these Terms that require immediate payment by Remote are due on the date specified on the invoice.

- 4.2 Payment charges. To cover Our cost and risk:
- a. Your payment method may be subject to an additional charge, and
 - b. where foreign exchange applies, We may also apply a transaction fee or margin.
- 4.3 Late Fees. If any Fees or amounts properly charged to You are not paid within 15 days of their due dates (**Late Fees**), Remote may charge interest on the unpaid amounts at 1.5% per month or the maximum rate permitted by law, whichever is lower.
- 4.4 Additional payment terms. Remote may require a reserve or standby letter of credit to provide You Services. If You fail to pay any Late Fees owed, We may immediately suspend additional Services or end the relevant Services and terminate any relevant Employment Agreements at Your cost. Remote may offset any Fees owed or amounts due with payments or reserves made by You.

Confidentiality and Data Protection

- 5.1 Confidential Information. **Confidential Information** is all information relating to You or Us, and our businesses, products, finances, and affairs, in any media or form, that is marked as confidential or would reasonably be considered confidential. Confidential Information does not include information that:
- a. was already known to the recipient of the information (**Receiver**) at the time of disclosure by the party who has shared the information (**Discloser**),
 - b. is subsequently disclosed to the Receiver without any obligations of confidentiality by a third party,
 - c. is or becomes generally available to the public other than through any act or omission of You or Us in breach of these Terms, or
 - d. is or was independently developed by the Receiver without the use of the Discloser's Confidential Information.
- 5.2 Obligations. You and We agree to:
- a. maintain the confidentiality of any Confidential Information shared by You or Us,
 - b. not disclose to any third party, copy, or modify Confidential Information without the owner's prior written consent, and
 - c. disclose Confidential Information: (i) only to employees, Affiliates, agents, subcontractors, vendors, and professional advisers on a need-to-know basis who are bound in writing to confidentiality obligations similar to these; (ii) if

necessary to comply with applicable laws or regulations, provided that the owner of Confidential Information has been notified before any disclosure has been made if legally allowed; or (iii) to effectuate these Terms, provided the owner of the Confidential Information has been notified before disclosure has been made.

- 5.3 Maintaining confidentiality. On the termination of these Terms, You or We, upon request by the other or as legally necessary, will destroy or return to the owner all Confidential Information it has in its possession. Your and Our confidentiality obligations will survive after the termination of these Terms.
- 5.4 Data protection. You and We will both comply with the requirements of all applicable data protection legislation and the Data Processing Addendum (**DPA**) set out in these Terms.

Intellectual property

- 6.1 Your Intellectual Property. Each Remote Affiliate providing You with Employment Services; hereby immediately transfer and assign to You absolutely, with full title guarantee, all Intellectual Property Rights in any Works to the extent permitted by law. Each such Affiliate hereby waives, and shall cause each Employee to waive, all moral rights in any Work to the extent permitted by law.

Works means ALL works or materials created or developed by Employees selected by You that are wholly owned by Remote under Remote's corresponding Employment Agreements or any other agreement (**Works**).

Intellectual Property Rights means ALL intellectual property rights of any kind, in any jurisdiction, existing now or in the future (such as rights in business, company or trade names, rights in domain names, patents, rights in and to inventions, utility models, copyrights and related rights (including rental and lending rights), database rights, design rights, rights in data, know-how and information, topography rights, trademarks, service marks, the right to sue for passing off and rights to use, and protect the confidentiality of, confidential information), whether registered or unregistered, and includes without limitation all extensions, renewals, rights to apply for or renew the registration and rights related to any lapsed application or registration, of such intellectual property rights.

- 6.2 Our Intellectual Property. We and Our licensors own, and will continue to own, all Intellectual Property Rights in and to: (i) all works, materials, data, processes, software, information, and other items (whether tangible or intangible) created, owned, licensed, or developed by or on behalf of Remote or any third party that have not been created or developed specifically for You pursuant to the Employment Services; and (ii) the Platform, including any new or amended versions that We develop (together, **Remote Materials**). We grant You a non-exclusive right to use the Remote Materials solely to the extent necessary to allow You to use the Services and perform Your obligations under these Terms. We reserve all rights which have not been expressly granted or assigned to You under these Terms.
- 6.3 Your Materials. You grant Us a non-exclusive right to use the data, information, or materials You provide to Us, along with Your Intellectual Property (**Your Materials**) solely to the extent necessary to provide You with the Services and perform Our obligations under these Terms. You reserve all rights which have not been expressly granted or assigned to You under these Terms. We agree that all Your Materials will remain Your property. You warrant that You have full authority and all necessary rights and licences to allow Remote to use Your Materials, and that Remote's use of

Your Materials does not and will not infringe any third party's Intellectual Property Rights.

- 6.4 Background IP. To the extent that any Work is based on, incorporates, or is an improvement or derivative of any Background IP, each Remote Affiliate providing You with Employment Services hereby transfers to You, to the maximum extent permitted by law, any right or interest that it has or may have in or to such Background IP.

Background IP mean any Intellectual Property Rights owned by any party other than a Remote Affiliate

Indemnities

- 7.1 Our indemnities. We will indemnify, defend, and hold harmless You and Your employees, agents, directors, officers, and representatives against any third party claims, including all losses, damages, liabilities, costs, and reasonable legal fees, to the extent they are due to:
- a. a breach of Remote's obligations, warranties, or responsibilities under these Terms, and
 - b. Your or an Employee's permitted use of the Remote Materials.
- 7.2 Your indemnities. You and Your Affiliates will indemnify, defend, and hold harmless Us and Our employees, agents, directors, officers, and representatives against any third party claims, including all losses, damages, liabilities, costs, and reasonable legal fees to the extent they are due to:
- a. a breach of Your obligations, warranties, or responsibilities under these Terms, and
 - b. Our or an Employee's permitted use of Your Materials.
- 7.3 Conduct of claims. In order to receive an indemnity, the indemnified party must provide the other party with prompt written notice of any third party claims. The indemnifying party will have control over the defence of any claims and any settlement, provided that:
- a. no settlement or compromise will be agreed if it attaches liability or fault to the indemnified party without the indemnified party's written approval (not to be unreasonably withheld, delayed, or conditioned),
 - b. the indemnified party has the right to participate, at its own expense, in the defence and/or settlement in order to protect its own interests, and
 - c. the indemnified party must cooperate and provide all information reasonably needed for the indemnifying party to conduct the defence and/or settlement.

Liability

- 8.1 Liability we can't exclude. Neither You nor We can exclude liability for fraud, death, or personal injury caused by negligence.
- 8.2 Exclusions. Neither You nor We are liable for any indirect or consequential losses of any kind, whether or not You or We were advised of the possibility of such loss. We will also not be liable to You for claims, losses, penalties or negative consequences that result from:
- a. an Employee's improper use of Works, Intellectual Property Rights, Your Confidential Information and/or Personal Data,
 - b. a breach of Remote's obligations due to an Employee's acts or omissions or breach of their obligations under their Employment Agreement,

- c. a breach of Remote's obligations due to Your acts or omissions or breach of Your obligations under these Terms,
- d. any agreements or policies between You and an Employee or Contractor,
- e. the accuracy, completeness, or authenticity of any professional licensing, certifications, or other professional qualifications necessary for an Employee to provide You services,
- f. You providing the services of an Employee to a third-party, or
- g. an authoritative governmental body determining, despite these Terms, that an Employee or Contractor is employed by You or that Your presence in a particular country amounts to a permanent establishment.

8.3 Limitation on liability. Except for Indemnities, any Fees, and Your failure to pay Us any amounts owed, liability under these Terms is limited to the total amount of Management Fees paid in the 12-month period prior to the claim arising. For breaches of the Confidentiality or Intellectual Property provisions, or Data Processing Addendum that result in direct losses to You or Us, liability under these Terms is limited to five times (5x) the total amount of Management Fees paid in the 12-month period prior to the claim arising.

Term and termination

9.1 Duration. These Terms will commence on the date You agree to the Terms on Our Platform and will continue for 12 months (**Initial Term**). After the Initial Term, these Terms will automatically renew for additional 12-month periods (each a **Renewal Term** and together with the Initial Term, the **Term**).

9.2 Termination. You or We may terminate these Terms at any time, by providing at least 30 days' prior written notice. You or We may **immediately** terminate these Terms by written notice if:

- a. You or We materially breach these Terms and are unable to cure the breach within 15 days of receiving notice of the breach,
- b. (i) We determine, using Our reasonable judgement, that the payments necessary for the Services cannot be made by You, (ii) You cease trading or wind down Your operations, or (iii) You or We are or will become subject to administration, insolvency, bankruptcy, or other similar event, or
- c. You have accrued Late Fees.

Notice of termination will result in Remote terminating all Employment Agreements in accordance with these Terms.

9.3 Survival. Any provisions in these Terms which are intended to remain in force on or after the Termination of these Terms, will continue to remain in full force, including, but not limited to:

- a. Your and Our obligations until all Employment Agreements are legally terminated, and
- b. Your obligations to pay any Fees or amounts owed to Us.

Other important terms

10.1 Entire agreement. These Terms are the entire agreement between You and Us. Unless agreed to in writing or via the Platform by You and Us, anything outside of these Terms, such as discussions or other agreements not expressly mentioned in these Terms, are superseded by these Terms.

10.2 Notices. Any legal notices sent under these Terms to:

- a. Remote - will be in writing to legal-notices@remote.com or to Our address set out above,
- b. You - will be in writing to the email or address listed on Your account.

10.3 Marketing. We may publish Your name and logo on Our website as Our customer, publish marketing materials about Our provision of Services to You, or use You as a reference for the press or Our prospective customers, unless You notify us otherwise in writing.

10.4 Force majeure. We will not be liable or in breach of these Terms for any delays or failures in Our performance that result from an event beyond Our reasonable control (including, but not limited to, if Remote is forced to cease operating Employment Services in a particular jurisdiction). If this type of event occurs, We will promptly notify You, provide information regarding the delay, and make all reasonable efforts to resume performance as soon as possible.

10.5 No waiver. No delay or failure to exercise any right or remedy available under these Terms will prevent the future exercise of any such right or remedy.

10.6 Assignment. Neither You nor We may assign any of the rights or duties under these Terms without the prior written consent of the other, except to an Affiliate or successor.

10.7 Invalidity. If any provision of these Terms is held to be illegal, invalid, or unenforceable, that provision is agreed to have effect to the extent possible to reflect its original intent. The remainder of these Terms will remain valid and enforceable.

10.8 Dispute resolution.

- a. Arbitration. Except for disputes regarding non-payment of Fees, if a dispute arises that cannot be resolved within 30 days, then We and You will attempt to settle the dispute through mediation under the International Chamber of Commerce's Commercial Mediation Procedures within 90 days. If the dispute remains unresolved, We and You will settle it via arbitration by the International Chamber of Commerce under its Commercial Arbitration Rules. If possible, the mediation or arbitration shall be conducted remotely, in English, by a single arbitrator, using secure video conferencing. Any arbitration or mediation shall be confidential. Either You or We will have the right to injunctive or equitable relief, pending a final decision by the arbitrator.
- b. Unpaid Fees. All disputes regarding any Fees owed to Remote may be brought in the country listed on Your account, any country in which You are legally registered, or the courts of England and Wales. Remote will be entitled to reasonable attorneys' fees and costs in the event a court of competent jurisdiction determines that You owe Fees to Remote. We may use a collections or similar agency to obtain any unpaid Fees.

10.9 Governing Law. These Terms and any dispute are governed by the laws of England and Wales.

Premium Employment Services

Premium Employment terms will take precedence over Our **General Terms** only where they conflict.

1.1 Our Obligations. In addition to Our obligations for Employment Services, We will:

- provide You a dedicated customer success manager,
- provide You a dedicated senior onboarding specialist,
- prioritise onboarding of Employees,
- prioritise help desk tickets from You and Employees, and
- provide quarterly consultation with Our employment experts in areas such as tax, payroll, mobility, and benefits.

1.2 Premium Employment Fees. Fees payable by You for Premium Employment Services will include:

- Our **Premium Fee**, the flat monthly fee (exclusive of VAT) charged for Premium Employment Services for each of Your Employees, and
- all **Employment Fees** (with the exception of **Management Fees**).

Please note that Premium Fees will apply to all Employees.

1.3 Changes to Premium Management Fee. We may increase Our Premium Fee with at least 30 days' notice in writing. The increase will not apply if You choose to terminate Premium Employment Services in those 30 days. Any reduction in the Premium Fee will take effect immediately.

1.4 Termination of Premium. You or We may provide notice of termination of Premium Employment Services at any time. Premium Employment Services will terminate at the end of the month following the month in which You or We provided notice. Upon termination, Management Fees for Remote's Standard Employment Services will apply to all Employees.

Global Payroll Services

Global Payroll terms will take precedence over Our **General Terms** only where they conflict.

Global Payroll Services

1.1 Our obligations. We will:

- on-board Global Payroll Employees for payroll processing,
- facilitate payroll and payroll tax transactions upon submission and approval by You of payroll information for all payroll cycles,
- follow your reasonable instructions and requests for the provision of Global Payroll Services under these Terms,
- comply with applicable laws and regulations,
- calculate employee payroll and its associated liabilities (including, but not limited to, taxes withheld, expenses, and other payroll related costs),
- process Global Payroll Employees' time off requests and expenses,
- generate and transmit payslips to Global Payroll Employees, and
- generate a bank file for payments.

1.2 Your obligations. You agree to:

- submit accurate and complete information required by Us to provide Global Payroll Services (including, but not limited to, payroll and bank account information, employee details, required powers of attorney),
- ensure You complete any payroll returns to tax agencies that were due for payroll tax liabilities incurred prior to using Global Payroll Services,

- at all times (including prior to approving a payroll run) ensure that there are sufficient funds in Your bank account to satisfy all of Your third party payment obligations,
 - cancel any other payroll services of professional employee organizations or companies providing payroll-related services for Global Payroll Employees (cancellation must be prior to any official payroll run by Us),
 - review, approve and finalise payroll information generated by Us,
 - not prejudice Our ability to comply with Our obligations under these Terms, and
 - comply with all applicable laws and regulations in the jurisdiction where We are providing You Global Payroll Services.
- 1.3 Acknowledgement. You acknowledge that (i) We are not acting in a fiduciary capacity for You; (ii) using the Platform does not relieve You of Your obligations under applicable laws or regulations to retain records relating to payroll-related data; and (iii) any information that We provide is for informational purposes only and is not tax, accounting, or legal advice.
- 1.4 Global Payroll Fees. **Fees** payable by You for Global Payroll Services will include:
- Our **Implementation Fee**, the flat one-time fee (exclusive of VAT) charged per entity we on-board for You.
 - Our **Payroll Fee**, the flat fee (exclusive of VAT) charged per Global Payroll Employee, per month as specified in the payroll service pricing scale provided on the Platform,
 - any fees associated with year and close activities (such as mandatory annual reports), and
 - any and all ad hoc services provided by Us upon request by You, including, but not limited to, off-cycle payroll runs, and off-boarding Global Payroll Employees. All ad hoc services will commence upon Your approval of costs.
- 1.5 Invoices for Global Payroll Services. For Global Payroll Services, You will be provided with local invoices as required by applicable laws. You agree to pay all Global Payroll Fees (along with any applicable indirect taxes) to the Remote bank account listed on the invoice within 30 days following receipt of an invoice.
- 1.6 Termination. You or We may terminate these Global Payroll at any time, by providing at least 90 days' prior written notice.

Our Affiliates & Local Terms

In the jurisdictions where Our Affiliates operate as a consultancy service, Employees under these Terms are considered consultants (**Consultants**). Both You and Our Affiliates will have the same responsibilities and obligations for Consultants as for Employees under these Terms (to the extent not superseded by any Local Terms). Consultants/Employees may be assigned (**Assigned**), as part of their Employment Agreement, to provide their services to You (each an **Assignment**).

For jurisdictions where Employees are engaged to work, these Terms constitute a direct Agreement between You and:

- **Argentina** - Remote Argentina SRL - Maipu 1300 Piso 13 Buenos Aires, Argentina; registered number 30-71635653-8
- **Armenia** - Remote Armenia LLC - Vazgen Sargsyan P. / Sh / 26 / 1.7 Floor / 709 Room Center 0010 Yerevan, Armenia; registered number 286.110.1169354

- **Australia** - Remote Australia Pty Ltd - 100 Miller Street Suite 2, Level 25 Sydney, Australia; registered number 51 646 519 342
- **Austria** - Remote Austria, GmbH - Wagramer Strasse 19, 3. Stock 1220 Wien, Austria; registered number 540364 d
- **Belarus** - RTB Technology Services LLC - Internatsionalnaya Street, Building 36-1, Office 824, Suite 13a, Minsk; registered number 192845191
- **Bolivia** - Remote Bolivia S.R.L. - Calle Cochabamba esquina Saavedra, Torres Empresariales CAINCO, Edificio La Vitalicia, Piso 2 Of. 4, Santa Cruz de la Sierra; registered number 445457
- **Brazil** - Remote Brasil Fornecimento de Serviços Ltda - Rua Iaia, 150, st. 82, r. 02, Itaim Bibi, São Paulo; registered number 39.529.271/0001-74 (CNPJ)
- **Cambodia** - Remote Technology Services (Cambodia) Co., Ltd., #14, Street 106, Phoum 8, Sangkat Wat Phnom, Khan Daun Penh, Phnom Penh; registered number 1000112607
- **Chile** - Remote Chile SpA - Gertrudis Echenique 30, Office 32, Las Condes, Santiago; registered number RUT N°77.281.926-9
- **Colombia** - REMOTE TECHNOLOGY COLOMBIA S.A.S - Cra. 12 # 89, 33 P6, Bogota; registered number AB20218809
- **Costa Rica** - REMOTE COSTA RICA LIMITADA SRL - Rafael de Escazú, Edificio Terraforte, Second Floor, San José; registered number 3-102-812046
- **Croatia** - Remote Technology Croatia d.o.o - Horvatova ulica 80, 10 010, Zagreb; registered number 81368308
- **Cyprus** - REMOTE CYPRUS LTD - Spyrou Kyprianou, 47, 1st floor, Limassol; registered number 421102
- **Czech Republic** - Remote Technology Czech s.r.o - Pobřežní 394/12, Karlín, 186 00, Prague; registered number 9590781
- **Denmark** - Remote Technology ApS - Harbour House, Sundkrogsgade 21, Copenhagen; registered number 41 28 64 90
- **Dominican Republic** - REMOTE REPUBLICA DOMINICANA, S.R.L - Calle Rafael Augusto Sanchez No. 86, Roble Corporate Centre, Piso 9, Piantini, Santo Domingo; registered number 177156SD
- **Ecuador** - REMOTE ECUADOR REMOTEDOR S.A.S - Avenida 12 de Octubre N24 - 739 y Avenida Colón, Edificio Boreal, piso 13, oficina 1306, Quito; registered number 1793131182001
- **Egypt** - Remote Egypt for Outsourcing Services - 3 Saad El-Din St, Al-Mobtadiyan, Al-Sayedra Zainab, First floor, Apt Nr. 4, Cairo; registered number 180132
- **Estonia** - Remote Estonia OÜ - Harju maakond, Kesklinna linnaosa, Pärnu mnt 158, Tallinn; registered number 16189732
- **Finland** - Remote Finland Oy - (InterTrust) Oy Bulevardi 1, Helsinki; registered number 3203846-8
- **Greece** - Remote Greece S.M.P.C - Zaloggou 4, 15343 Agia Paraskevi, Athens; registered number 159109403000
- **Honduras** - Remote Honduras, S. de R.L. - Edificio Palmira 4o Piso, Ave Rep de Chile, Tegucigalpa; registered number 33350
- **Hong Kong** - Remote Hongkong Limited - 3806 Central Plaza 18, Harbour RD, Wanchai, Hong Kong; registered number 72761365-000-03-21-0
- **Iceland** - Remote Technology Iceland ehf - Enor ALT ehf., Höfðabakka 9a, 110 Reykjavík; registered number 580521-0530
- **Indonesia** - PT Remote Tech Indonesia - Intiland Tower 19th floor, Jl. Jend. Sudirman Kav. 32, Kel. Karet Tengsin, Kec. Tanah Abang, Kota Adm., Jakarta; registered number 510210036417

- **Ireland** - Remote Management Technology Limited - 1st Floor, 9 Exchange Place, I.F.S.C., Dublin; registered number 667383
- **Israel** - Branch of Remote Europe Holding B.V - 1 Nirim Street, Tel Aviv; registered number 560038002
- **Kenya** - Remote Technology Kenya Limited - Plot. No.EQN-LR NO 1870/IX/196 10th Floor, Western Heights, Karuna Road PO BOX 2417-00606, Nairobi; registered number PVT-MKUMGBAZ
- **Kyrgyzstan** - Remote KG LLC - 33/1 Razzakov Street, Bishek; registered number 201418 - 3300 - ЖЧК
- **Luxembourg** - Remote Luxembourg S. à r.l. - 1 Rue de Turi 3378, Livange, Luxembourg; registered number B259352
- **Malaysia** - Remote Malaysia Sdn. Bhd - Unit C 12-4, Level 12, Block C, Megan Avenue II, 12 Jalan Yap Kwan Seng, Kuala Lumpur; registered number 202101029682 (1429982U)
- **Malta** - REMOTE MALTA LIMITED - Level 3 (Suite 2764), Tower Business Centre, Tower Street, Swatar, Birkirkara BKR 4013, Malta; registered number C 98412
- **Moldova** - Remote Technology S.R.L - str. Puskin 47/1-5a, Chisinau; registered number 1021600035943
- **Mongolia** - Remote Tech Mongolia LLC / Римөүт Тек Монголиа ХХК - 7th floor, The Landmark Building, Sukhbaatar, Ulaanbaatar; registered number 6782337
- **Morocco** - Remote Technology Morocco SARL - Crystal 3, Boulevard Sidi Mohamed Ben Abdellah, B06- RDC- 20100, Casablanca; registered number 508487
- **New Zealand** - Remote Technology New Zealand Limited - Simpson Grierson, Level 27, 88 Shortland Street, Auckland; registered number 9429049116113
- **Nigeria** - RN VIRTUAL TECHNOLOGY SERVICES LIMITED - St Nicholas House (10th Floor), Catholic Mission Street, Lagos; registered number 1748093
- **Pakistan** - Remote Pakistan (SMC-Private) Limited - F-2, Grace Center, 1-B Canal Park, Gulberg-II, Lahore; registered number 0187080
- **Panama** - REMOTE PANAMA S. DE. R.L - Corregimiento de BELLA VISTA, Calle 59, casa: 5, Urbanización Obarrio, Panama; registered number 155707163-2-2021 DV 30
- **Paraguay** - Remote Paraguay S.A. - Roque Centurión Miranda N° 1625 c/ Avenida San Martín, Edificio Studio Park, piso 4, Asuncion; registered number 80119731-7
- **Peru** - REMOTE PERU S.R.L - Dionisio Derteano 184 OF 603, Urb. Santa Ana, Lima; registered number 20608442902 (RUC)
- **Poland** - Remote Poland Sp. z o.o - Ujazdowskie 41, 00-540, Warsaw; registered number KRS 813247
- **Romania** - Remote Technology RO SRL - No 5, Nicolae Galea Street, Building 10, Entrance A, 1st floor, Apartment 5, room 1, District 5, Bucharest, Romania, 050215; registered number 43311990
- **Singapore** - Remote Tech Singapore Pte. Ltd. - 2 SHENTON WAY #18-01 SGX CENTRE I, Singapore; registered number 202037510D
- **Slovenia** - Remote Employment Agency LLC / Remote agencija za zaposlovanje d.o.o. - Tržaška cesta 515, 1351, Ljubljana; registered number 8952809000
- **South Africa** - South Africa Remote Technology - 47 Ardennes Crescent, Thornwood, Durbanville, 7550, Cape Town, Western Cape, South Africa; registered number 2020/263679/07
- **Sri Lanka** - Remote Lanka (Private) Limited - No.47, Alexandra Place, Colombo 07, Colombo; registered number PV00245513
- **Sweden** - Remote Technology Sweden AB - P.O. BOX 16285, 103 25, Stockholm; registered number 559282-0327

- **Switzerland** - Remote Consulting Services Switzerland GmbH - Intertrust Services (Schweiz) AG Zählerweg 6, Zug; registered number CHE-300.403.612
- **Taiwan** - 瑞募途台灣有限公司 (Remote Taiwan Ltd.) - Taipei Aurora 3F, No. 183, Zhouzi Street, Taipei; registered number 90619898
- **Ukraine** - Remote Ukraine LLC - 38 Turgenevskaya Street, 01054 Kyiv, Ukraine; registered number 43961005
- **United Kingdom** - Remote Technology Services Ltd - 5 New Street Square EC4A 3TW, London; registered number 12387671
- **United States** - Remote Technology, Inc. - 850 New Burton Road, Suite 201, Dover, 19904 Delaware; registered number 7403597
- **Uruguay** - REMOTE URUGUAY S.R.L. - Bolivia 1427 office 103, Montevideo, Uruguay; registered number 6511
- **Vietnam** - REMOTE VIETNAM COMPANY LIMITED / CÔNG TY TNHH REMOTE VIỆT NAM - 721 Register 03, Level 7, Me Linh point 2, Ngo Duc Ke Street, Ho Chi Minh; registered number 2152027332

The following additional Local Terms apply and constitute a direct agreement between You and Our relevant Affiliate(s):

Belgium - Remote Belgium - Marnixlaan 23, 5th floor, 1000 Brussels, Belgium; registered number 0764552020

Working Procedure.

- 1.1 Remote Belgium will act as the employer of Consultants who will render Employment Services under these Terms, while assigning Consultants to the specific tasks requested by You pursuant to an Assignment.
- 1.2 In accordance with Article 31(1), second and third paragraph, of the Act of 24 July 1987 on temporary labour, agency labour and the lending out of workers to users in Belgium, the parties agree that instructions given by You to Consultants (i) shall be in compliance with Your obligations with respect to occupational health, safety and welfare at work (such as that Consultants work in safe premises, and are given proper support for workplace hygiene and ergonomics) (ii) shall not be construed or interpreted as the exercise of authority by You over Consultants.

Your Obligations.

- 2.1 The below are permitted instructions for You with regard to Consultants, which shall in no way affect the employer's authority vested in Remote Belgium over Consultants:
 - a. Training and instructions to ensure respect for and the security and the protection of You and any affiliated premises and infrastructure.
 - b. Training and instructions regarding the safe use and operation of machines, equipment, products and handling of materials, including chemical reagents, regulated substances and biohazards such as biological and infectious agents.
 - c. Training and instructions related to the execution of the services in compliance with Your policies in relation to (i) data protection and privacy (ii) access to and use of network and computer resources (iii) compliance, code of conduct and (iv) security, safety and health.
 - d. Guidelines and information to ensure the proper performance and delivery of the services, in particular:
 - i. Provision of information relating to the specifications of an Assignment.

- ii. Provision of information relating to the progress made and the monitoring of services delivery in relation to an Assignment.
- iii. The communication and submission of comments relating to non-compliance with the services requirements under an Assignment.
- e. Within research and development departments, instructions related to protection of intellectual property and documenting and storage of the results, such as in laboratory notebooks, scientific reports, and databases.

Obligations of Remote Belgium.

- 3.1 The employer authority vested in Remote Belgium over Consultants shall not be affected by the permitted instructions listed above. This concerns in particular Remote Belgium's authority with respect to:
- a. recruitment,
 - b. compensation and benefits policy (payment of salaries, bonuses, benefits and reimbursements of expenses, etc.),
 - c. career management and assessment of performance and competence,
 - d. subscription of insurance policies, if any,
 - e. governance of attendances and absences (monitoring of working time, authorization and justification of absences),
 - f. training and personal development policy, with the exception of those that are specific to You and which are necessary for the performance of the services,
 - g. orders, pay-checks, the aspects of the organisation of labour and selection and Assignment of Consultants,
 - h. disciplinary sanctions and associated policies,
 - i. dismissal and associated policies, and
 - j. absence from work (holidays, sick leaves and other).
- 3.2 A representative (employee or authorised agent of Remote Belgium) shall be available via the Platform to act as a contact person and/or supervisor for Consultants. Any questions, remarks and/or feedback that You may have shall be communicated to this representative when necessary. Said representative shall in turn give the necessary instructions to Consultant(s) under such Assignment.
- 3.3 You acknowledge that any final instructions relating to holidays, fees, performance or (disciplinary) action must be made by Remote Belgium to Consultants and You agree not to issue any direct instructions to Consultants on these matters.

Bulgaria - Remote Bulgaria EOOD (**Remote Bulgaria**) - 3rd floor., 10 Tsar Osvoboditel Blvd., Sredets Region, city of Sofia 1000, Stolichna Municipality, Republic of Bulgaria; registered number UIC 206307734

Working Procedure.

- 1.1 Remote Bulgaria will act as the employer of Employees who will render Employment Services under these Terms, while assigning Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Both You and Remote Bulgaria will designate representatives on the Platform to provide any instruction or comment regarding the performance of Employment Services.
- 1.3 The following details will be managed and/or selected by You on the Platform and visible to both You and the Employee:
- name, position, and nature of the work to be performed,

- the duration of the Assignment,
- working time and time off (which can be recorded on the Platform by Employees and reviewed and approved by You),
- salary structure and organisation, any additional employment remunerations and amounts, as well as any collective labour agreements binding You, and
- the initial training necessary for performance of the temporary work by Employees.

Your and Our Obligations.

2.1 Remote Bulgaria and You shall cooperate in good faith to ensure the following:

- Employees shall fulfil all obligations to Remote Bulgaria arising from the Employment Agreement,
- Employees shall fulfil all obligations to You arising from performance of the Assignment under these Terms,

2.2 Each party shall comply with its obligations with respect to Employees' rights arising under these Terms, the Bulgarian Labour Code, and any other applicable law.

2.3 The performance of the Employees' obligations to You under an Assignment shall terminate:

- with completion of the work assigned under the Assignment,
- if Employee being substituted returns to work,
- upon termination of the Employment Agreement between Employees and Remote Bulgaria in accordance with the Bulgarian Labour Code,
- upon termination of Remote Bulgaria's temporary work agency registration.

Canada - Canada Remote Technology Inc. (**Remote Canada**)- 3 Bridgman Ave, Suite 204, Toronto ON M5R 3V4; registered number 732086533

For Employment Services in Canada, neither Remote Europe nor RTSI will render services to You.

Quebec - Personnel placement agency permit number AP-2202637 (province of Quebec)

Working Procedure.

1.1 In accordance with Section 22 of the *Regulation respecting personnel placement agencies and recruitment agencies for temporary foreign workers*, CQLR c N-1.1, r.0.1, You agree to comply with the occupational health and safety obligations under [Section 51](#) of the *Act respecting occupational health and safety* (chapter S-2.1) with respect to workers in the province of Quebec.

France - Remote Technology Services France (**Remote France**) - 27 Rue Maurice Flandin 69003 Lyon, France; registered number 889 598 462

Working Procedure.

1.1 Remote France will act as the employer of Consultants who will render Employment Services under these Terms, while assigning Consultants to the specific tasks requested by You pursuant to an Assignment.

1.2 Both You and Remote France will designate representatives on the Platform to provide any instruction or comment regarding the performance of Employment Services.

Obligations of Remote France.

- 2.1 Remote France is committed to complying at every moment with all remuneration, tax, and Social Security obligations, according to French Law.
- 2.2 Remote France will communicate to all Employees providing Employment Services the applicable employment terms and conditions based on the French Labor Law Code.
- 2.3 Remote France shall report any changes in the manner of Employment Services to Employees within a period of two (2) weeks.
- 2.4 Remote France will be responsible at all times for the obligations in labor matters, Social Security, Work Medicine, and Prevention of Labor Risks.
- 2.5 Remote France acknowledges that working hours and rest periods of the Employees will be in accordance with applicable French laws and regulations regarding working time.
- 2.6 In view of the provisions of French laws and regulations regarding occupational health and safety, Remote France declares that all Employees Assigned hereunder will comply with such legislation.

Georgia - Remote Georgia LLC (**Remote Georgia**) - Georgia, Tbilisi, Vake district, I. Chavchavadze avenue, N 39, mezzanine; registered number 405464581

Working Procedure.

- 1.1 Remote Georgia shall act as the employer of the Employees who will render Employment Services under these Terms, while simultaneously assigning Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Remote Georgia shall instruct, direct, and supervise Employees to work on the applicable Assignment(s) for You. You may instruct the Employees and assign tasks through and under the supervision of Remote Georgia.
- 1.3 You acknowledge that while the Employees provide services for Your benefit, they remain under the sole control of Remote Georgia.
- 1.4 Both You and Remote Georgia will designate representatives on the Platform to communicate and provide mutual cooperation regarding the performance of Employment Services.
- 1.5 Remote Georgia will perform the agreed Employment Services pursuant to the applicable Assignment as detailed on the Platform.

Germany - Remote Technology, GmbH (**Remote Germany**) - Eschersheimer Landstrasse 14, 60322 Frankfurt am Main, Germany; business number 83832130

Solutions Model

Working Procedure.

- 1.1 Remote Germany (or as used in this section, **we, us, our**) is a company that provides consulting and solutions services including, but not limited to, research, marketing, sales support, HR, accounting, and payroll.
- 1.2 You appoint Remote Germany to provide the project services (**Project Services**) on the provisional start date (**Project Start Date**) entered into the Platform.
- 1.3 The parties will agree to project tasks to be provided prior to each relevant Project Start Date.

Liability for Output.

- 2.1 In case of intent or gross negligence on the part of Remote Germany, our Employees or Consultants (**Personnel**), engaged by us to perform the Project Services for You, Remote Germany is liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations.
- 2.2 Remote Germany's liability for culpable damage to life, body or health as well as our liability under the Product Liability Act (*Produkthaftungsgesetz*) shall remain unaffected.
- 2.3 For the avoidance of doubt, the above stipulations solely define Remote Germany's liability regarding performance of the Project Services detailed on the Platform.

Obligations of Remote Germany.

- 3.1 In respect of any result, element, stage or product of the Project Services that You reasonably notify Remote Germany as not meeting industry standards or any Project Service specifications or tasks, Remote Germany shall make reasonable efforts to remedy such defect.
- 3.2 It is Remote Germany's obligation to ensure that our **Personnel** have the skill and expertise required to carry out the provision of the Project Services to industry standards.

Insurance.

- 4.1 Remote Germany undertakes and agrees to take out and maintain any mandatory insurance coverage with an insurance provider to cover our respective liabilities under these terms.

No Employee Leasing under Solutions Model

- 5.1 Remote Germany and You hereby agree that no contractual or other legal relationship beyond these terms shall be established (i) between Remote Germany and You, and (ii) no employment agreement shall be established between You and the Personnel. In particular, no relationship regarding employee leasing (*Arbeitnehmerüberlassungsverhältnis*) under the German Employee Leasing Act (*Arbeitnehmerüberlassungsgesetz – AÜG*) between You and Remote Germany and no employment relationship (*Arbeitsverhältnis*) between You and the Personnel shall be established under the Solutions Model.
- 5.2 You warrant, covenant and undertake that the way in which You will engage with Remote Germany and Personnel will not render the relationship as one involving the supply of labour to You by Us and, in particular, that You will not:
 - a. control, supervise, or direct any Personnel as to how they perform the Services,
 - b. in any way whatsoever integrate the Personnel into Your operational organisation or that of any of Your affiliates,
 - c. treat the supply of any of the Project Services via us as a provision of personal service (it being accepted that We can replace any Personnel in accordance with these terms).

Hungary - Remote Hungary Kft. (**Remote Hungary**) - 1062 Budapest Váci út 1-3, "B" tower 6th Floor, Hungary; registered number 01-09-373087; TEA licence number: BP/0701/44056-4/2020-1842

Working Procedure.

- 1.1 Remote Hungary shall render Temporary Employment Services as a temporary-work agency to You, the user enterprise, in accordance with the Hungarian Labour code. Remote Hungary shall act as the employer, Assigning Employees to You to perform work under Your direction and supervision, for Your benefit.
- 1.2 Unless otherwise specified, the Assignment of Employees and the sharing of the employer's rights shall take place pursuant to the conditions of these Terms of Service.

Your Obligations.

- 1.3 When exercising management and supervision over the employee(s), You shall behave as befits a good and careful employer under Hungarian law, and will in any case exercise the same care towards the employee(s) as You would towards Your own employees. Pursuant to the Hungarian Labour Code, the employee(s) are entitled to equal treatment in terms of employment conditions as employees employed by the Client in the same and/or similar positions. You are obliged to provide Remote Hungary and the employee(s) with all the relevant information and updates about the applicable employment terms and conditions.
- 1.4 In view of the provisions of the Hungarian Labor Code, You are obliged to correctly implement and apply the applicable laws and legislation with regard to working time, working conditions and safety at the remote workplace of the employee(s).
- 1.5 As the user enterprise, You shall be liable to compensate the employee(s) for all costs that reasonably occur in relation to the employment relationship.

India - Remote Infosystem Private Limited (**Remote India**) - Plot no. 15, 4th floor, Unit VI, Partap Nagar, Mayur Vihar-I, Delhi 110091, India; CIN: U74110DL2020FTC364278

Working Procedure.

- 1.1 Remote India will act as the employer of Consultants who will render Employment Services under these Terms, while assigning Consultants to provide specific services requested by You pursuant to an Assignment.
- 1.2 Consultants will remain under the direction and supervision of Remote India while providing the requested services under the Assignment.

Obligations of Remote India.

- 2.1 Remote India, as the sole employer of the Consultants, assumes all employer responsibilities as it relates to the Consultants, including payment of remuneration, tax withholding and reporting, deduction of Employee Provident Fund contributions, and provision of other statutory benefits and obligations, as mandated under applicable law in India.
- 2.2 Remote India shall further be responsible for redressal of Consultant grievances in accordance with applicable law in India, and shall follow due process as set out under applicable in India, while undertaking any disciplinary action, including suspension or dismissal, against the Consultants.

Your Obligations.

- 3.1 You agree that the Consultants shall not carry out provision of the services under the Assignment in Your premises/facilities/offices.

Italy - Remote Technology S.r.l (**Remote Italy**) - Via Montebello 27, Milano (MI) 20121, Italy; registered number 2595241

Working Procedure.

- 1.1 Remote Italy will act as the employer of the Consultants who will render Employment Services under these Terms, while assigning Consultants to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Both You and Remote Italy will designate representatives on the Platform to provide any instruction or comment regarding the performance of Employment Services.
- 1.3 Remote Italy will perform Employment Services with suitable organization and resources including personnel with adequate professional skills and all the other instruments required for the performance of the Services in compliance with the regulations, both legal and contractual, related to labor law, social security, welfare, immigration (**Consultants**) and will comply every moment with all remuneration, tax, and Social Security obligations, according to the Italian Law and the applicable collective agreements.
- 1.4 Remote Italy and You declare that Employment Services are of intellectual nature and, therefore, their execution at the current date does not imply risks relating to work safety deriving from interferences. Any following change in the execution will be promptly managed and coordinated in order to obtain any adequate amendments required by the law time by time applicable.

Obligations of Remote Italy.

- 2.1 Remote Italy, in relation to the Consultants Assigned to provide Employment Services, (i) have undergone preventive health checks to ascertain any contraindications to work pursuant to Legislative Decree 81/2008 or, in any case, to provide for all health checks during Employment Services adequate to prevent contagions or other forms of disease within the workplace also in relation to the epidemiological emergency Covid-19; (ii) have fulfilled the information and training obligations of the Consultants assigned to the execution of Employment Services in matters of safety and health with particular reference to the individual workplaces and the individual tasks performed, as well as the use of all equipment and machines or factors particular risks required by applicable laws from time to time; (iii) have equipped Consultants with the individual and/or collective protective devices (where applicable) required by the nature of Employment Services and in compliance with the legislation in force from time to time on health and safety in the workplace, including those relating to prevent Covid-19 contagion; (iv) have equipment, machinery and tools that have the necessary certifications and approvals in compliance with the regulations in force from time to time on the subject of health and safety in the workplace.

Japan - Remote Japan KK (**Remote Japan**) - Room 704, 4-3-5 Ebisu, Shibuya-ku, Tokyo 150-0013, Japan ARK Outsourcing KK, registered number 0110-01-140375

Working Procedure.

- 1.1 Remote Japan and You may, during the Term, from time to time enter into one or more Assignments for the provision of consultancy services by Remote Japan to You.

- 1.2 You hereby retain Remote Japan to provide consultancy services to You in accordance with these Terms and any applicable Assignment (**Terms and Assignment**).
- 1.3 The parties acknowledge and agree that during the Term the contents of consultancy services may be modified and/or expanded from time to time upon the Assignment executed by authorized representatives of the parties. In the event of any inconsistency between the terms of any Assignment and these Terms, the terms of the applicable Assignment shall prevail.
- 1.4 "Employment Fees" set forth in Article 3.1 of these Terms shall be read as "Consulting Fee" for these Local Terms for Japan.

Your Responsibilities and Obligations.

- 2.1 You acknowledge that irrespective of Your recruitment and introduction to a Consultant, Remote Japan shall serve as Consultant's employer and all employment-related matters will be managed and handled by Remote Japan. Notwithstanding the foregoing, You shall be solely responsible for (i) the day-to-day supervision of the Consultant, (ii) maintaining all requisite business licenses applicable to Your business (including professional licenses), and (iii) compliance with all applicable laws, rules and regulations in connection with its receipt of the consultancy services from Remote Japan through the applicable Consultant.
- 2.2 You shall comply with (i) Remote Japan human resources and other such related policies as may be provided to you from time to time and (ii) any reasonable or necessary human resource directive of Remote Japan, when necessary for compliance with applicable laws, as determined in Remote Japan's sole discretion.
- 2.3 You shall inform Remote Japan sufficiently in advance and in writing of any changes regarding any Assignment or more generally, any changes impacting a Consultant's service (including without limitation any employment-related legal claim, injury, or incident relating to the Consultant or the workplace), such that Remote Japan may reasonably inform and notify the Consultant, any applicable authority or any other relevant third party in advance, respecting any notice periods required by law, agreement or best practice or any matters which may confer to You a right to terminate these Terms, or as otherwise required to comply with applicable law.
- 2.4 You shall bear any cost or Loss arising from or related to any sums paid or payable in connection with the termination of the employment of any Consultant (including legal fees) or any claims by any Consultant in connection with their employment, engagement or the termination of their employment or engagement (including any claim in respect of unfair or wrongful dismissal, redundancy, termination payments or otherwise; breach of the terms of their employment; discrimination; whistleblowing; equal pay or otherwise), unless such cost or Loss arose from a failure solely attributable to Remote Japan. '**Loss**' means any loss, damage, liability, cost, charge or expense (including any costs of enforcement) and Losses shall be construed accordingly.
- 2.5 You acknowledge that when providing consultancy services under and pursuant to an Assignment, the Consultant's engagement will be governed by the laws and regulations of Japan, without prejudice to Consultant's rights and Remote Japan's obligations under the laws and regulations of Japan.
- 2.6 You agree to pay promptly all fees and costs invoiced by Remote. You shall not make any payments relating to these Terms directly to the Consultant.

- 2.7 You shall be liable for any additional costs and losses arising from Your failure to comply with the obligations described above in this clause.

Responsibilities and Obligations of Remote Japan.

- 3.1 Remote Japan will engage the Consultant as employee(s) in accordance with these Terms, and Assign the Consultant to perform the consultancy services requested by You in the Assignment.
- 3.2 Remote Japan will: (i) handle Consultant's background check, to the extent permitted by the applicable law; (ii) pay Consultant's wages and provide other benefits as Remote Japan deems appropriate in order to comply with applicable law and to the extent materially possible for Remote Japan to provide and support; (iii) pay, withhold, and transmit payroll taxes to the Consultant in an amount no less than required by applicable law.
- 3.3 Remote Japan will be responsible for handling the employment of the Consultant, including, without limitation, (i) the payment of all salaries and wages thereto, in full accordance with all applicable laws, rules and regulations; (ii) handling unemployment claims involving Consultant; and (iii) ensure Consultants are legally authorized to work within the jurisdiction in which the consultancy services will be provided.
- 3.4 Remote Japan will require the Consultant to comply with your policies and guidelines as documented (provided such policies and guidelines are compliant with applicable law and the internal policies of Remote).
- 3.5 The Consultant assigned to You under these Terms and Assignment shall remain an employee of Remote Japan for the duration of time the Consultant provides services to You pursuant to any Assignment. For the avoidance of doubt, the Consultant shall not be entitled to participate in any of Your employee benefit plans.

Term and Termination.

- 4.1 The term of each Assignment shall commence as of the Assignment Effective Date (as defined in the Assignment) and remain in effect for the period specified therein, unless and until terminated under these Terms or the Assignment.
- 4.2 In the event of termination of these Terms pursuant to first sentence of Section 9.2 of these Terms, the services being provided by Consultant under and pursuant to any Assignment will continue to be performed and payment in respect of them to be due in accordance with the termination provisions contained in such Assignment or until the expiration of the term of such Assignment.
- 4.3 In the event of such termination of these Terms pursuant to Items a. through c. of Section 9.2 of these Terms and without waiver of its rights to claim damages or an indemnity for any losses suffered by it, You or We may immediately terminate the consultancy services being provided by Consultant under and pursuant to any Assignment or elect to have the consultancy services provided under and pursuant to it to continue to be performed until the date provided for in such Assignment.
- 4.4 Notwithstanding the foregoing, either party may terminate any Assignment in accordance with the applicable terms and conditions set forth therein.

Lithuania - Remote Lithuania UAB (**Remote Lithuania**) - Vytenio 9, Vilnius, The Republic of Lithuania; registered number 305888351

- 1.1 Remote Lithuania shall act as the employer of the Employees who will render Employment Services under these terms, while simultaneously assigning them to You pursuant to an Assignment. Remote Lithuania acts as a temporary employment agency as defined in the Article 72 of the Labour Code of the Republic of Lithuania (hereinafter – the Labour Code), while You act as a beneficiary of temporary work. Remote Lithuania hereby warrants that it meets all the requirements established to temporary employment agencies by the legislation of the Republic of Lithuania.

Mexico - R Remote Technology Mexico S. DE R.L. DE C.V. (**Remote Mexico**) - Tajin 619-1 Col. Letran Valle, Ciudad De Mexico, C.P. 03650, Mexico; registered number 2020049568

Working Procedure.

- 1.1 Remote Mexico will:
 - a. be unconditionally and uniquely be the employer of all Employees who participate in the execution of the Services;
 - b. pay the salaries and other labor benefits to its Employees;
 - c. fully comply with all provisions and obligations regarding the Specialized Support Services established by the Federal Labor Law, Social Security Law, National Housing Fund for Workers Institute Law, and any other applicable labor law.
- 1.2 For purposes of these Terms, there is no element of subordination between the Remote Mexico's Employees and You. Consequently, Remote Mexico shall be considered as the employer of each of its Employees and is the only party who profits from the services rendered by such Employees.
- 1.3 Remote Mexico shall be responsible for the development of its Employees in the rendering of Employment Services; therefore, You do not assume any responsibility of tax nature (IMSS, SAR, INFONAVIT, etc.).

Instructions.

- 2.1 Remote Mexico will exclusively determine at all times the specific tasks to be performed by its Employees in accordance with these and will be at all-time in charge of the direction and control of such Employees during the rendering of Employment Services. Employees will execute said Employment Services under the orders and instructions of Remote Mexico. Remote Mexico shall be responsible for engaging, hiring, and managing personnel in order to perform the Employment Services hereunder.
- 2.2 You and We recognize that Employees will be at the disposition of Remote Mexico and Remote Mexico's Employees will execute the work and perform Employment Services exclusively following instructions of Remote Mexico, in the places where Remote Mexico determines the best form to provide Employment Services with the maximum efficiency within the schedules and parameters established by Remote Mexico and You.
- 2.3 Remote Mexico will designate a responsible manager for the rendering of Employment Services, who will perform management, vigilance, and supervision activities to achieve the quality of Employment Services. Remote Mexico shall, at all times, supervise, and oversee Employment Services provided by Employees, through a responsible manager, as well as to provide any written instructions it deems convenient to improve the rendering of Employment Services.

Obligations of Remote Mexico.

- 3.1 Remote Mexico will keep true, complete, accurate, and up to date books and records related to documentation evidencing the employment or, as the case may be, the contractual relationship with Employees, and the fulfillment of the labor and social security obligations thereof.
- 3.2 Remote Mexico shall be responsible for the compliance with all labor and other obligations towards Employees, as well as representation with the union(s) with which, as the case may be, represent its Employees. Remote Europe will inform You as to the course of any required collective bargaining agreement held with any relevant union, as required, and any agreement to be reached with the latter.
- 3.3 Remote Mexico shall be solely responsible for complying with, among others, the following obligations:
 - a. entering into an Employment Agreement with each Employee, who will be assigned for the provision of Employment Services as detailed on the Platform, in which it appears as the sole employer responsible for the labor relationship;
 - b. timely pay salaries and any other applicable employment benefits to Employees;
 - c. register all Employees before IMSS and INFONAVIT with the correct salary;
 - d. timely payment of fees and contributions to IMSS and INFONAVIT corresponding to its Employees;
 - e. make severance payments arising from the termination of the employment relationships with its Employees;
 - f. deliver to You a copy of the documentation that evidences that the corresponding registrations and payments to Employees, as required by You;
 - g. As the case may be, Remote Europe has the obligation to appear before the corresponding authorities to identify itself as the current and sole employer of its Employees, being liable for any payment that needs to be made in connection thereto; and
 - h. register as an employer with the Social Security and other authorities as required as well as complete any registrations and filings that are required for labor and other purposes.
- 3.4 All the obligations assumed by Remote Mexico in this clause will continue in full force and effect until any procedure or trial arising from the complaints, lawsuits, and resolutions from the breach of the aforesaid obligations concludes, in the event, any complaints, lawsuits, and resolutions exist.

Netherlands - Remote B.V. (**Remote Netherlands**) - Apollolaan 151, Unit 439, 1077AR Amsterdam, the Netherlands; registered number 76389197

Working Procedure.

- 1.1 For the purposes of the Assignment to the Client, Remote Netherlands will enter into a payroll Employment Agreement, as referred to in Section 7:692 of the Dutch Civil Code, with Employees to be Assigned.
- 1.2 Employees will perform the Assignment under the conditions laid down in the Employment Agreement.
- 1.3 Remote Netherlands will act as payroll employer for Employees recruited and selected by You. Employment Services under the Agreement include taking care of the payroll and personnel administration, absence management as well as management of other employment law risks by entering into an Employment

Agreement with Employees proposed by You, while simultaneously Assigning Employees to You to perform work under Your direction and supervision.

Employment Terms and Conditions.

- 2.1 Pursuant to Section 8A of the Dutch Placement of Personnel by Intermediaries Act, Employees are entitled to equal treatment in terms of employment conditions as employees employed by You in the same and/or similar positions in the Netherlands, or if there are no such Employees in the Netherlands, Employees in the same and/or similar positions in the industry and/or sector of You in the Netherlands.
- 2.2 You are obliged to determine the applicable employment terms and conditions based on the principle mentioned in article 5.1. Pursuant to Section 12A of the Dutch Placement of Personnel by Intermediaries Act, and obliged to provide Remote Netherlands and Employees with all the relevant information about the applicable employment terms and conditions prior to the Assignment of Employees. You agree to provide Us with the correct and complete information in a timely manner. You shall report any changes to the applicable and/or minimum level of remuneration pursuant to the applicable law within two weeks after the announcement of such (upcoming) changes being necessary. Remote will inform You of any perceptible errors and shortcomings.
- 2.3 If, at any time, it appears that the job description and/or associated employment terms and conditions of Employees do not correspond with the work actually performed by Employees, You will immediately provide Us with the correct job description and associated terms and conditions. The remuneration of Employees will be determined again on the basis of the new job description.
- 2.4 The position and/or the employment terms and conditions may be adjusted during the Assignment if Employees make a reasonable claim to that adjustment by invoking legislation and/or regulations and/or the applicable collective labor agreement. Remote Netherlands may also be obliged to make an offer for such adjustment based on Section 7:628a paragraph 5 of the Dutch Civil Code. If the amendment results in higher remuneration or employment terms and conditions more favorable to Employees, Remote Netherlands will correct the remuneration of the Employees and related Fees accordingly. You will owe the adjusted Fee (with retroactive effect) from the moment of the performance of the new position.

Norway - Remote Technology Norway AS (**Remote Norway**) - Munkedamsveien 59B, 0270 OSLO, Norway; registered number 926 493 329

Working Procedure.

- 1.1 Remote Norway will act as the employer of the Consultants who will render Employment Services under these Terms, while assigning Consultants to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Both You and Remote Norway will designate representatives on the Platform to provide any instruction or comment regarding the performance of Employment Services.
- 1.3 Remote Norway, as the sole employer of the Consultants, assumes all employer responsibilities as it relates to the Consultants, including all compliance and requirements pursuant to Act No. 62 of 17 June 2005 relating to working environment, working hours and employment protection, etc. (Working Environment Act) and other applicable regulations.

Philippines - Remote Philippines Inc. (**Remote Philippines**) - 5th Floor, SyCipLaw Center 105 Paseo de Roxas Makati City (District 1), Philippines; registered number 2021020006436-03

Working Procedure.

- 1.1 Remote Philippines will act as the employer of the Consultants who will render Employment Services under these Terms, while assigning Consultants to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Both You and Remote Philippines will designate representatives on the Platform to provide any instruction or comment regarding the performance of Employment Services.

Providing Services from Your Facilities.

- 2.1 In the case that Consultants should render any Employment Services to You at Your designated facilities/offices, both parties will carry out all the mandatory health and safety coordination measures.

Obligations of Remote Philippines.

- 3.1 Remote Philippines shall abide by Philippines labor laws, rules and regulations, issuances, (including but not limited to those pertaining to all statutory benefits and leaves) and orders handed down by the Philippines Department of Labor and Employment.
- 3.2 Remote Philippines will undertake employer-employee responsibilities including the payment of wages, compensation, the statutory employee-related benefits to all employees covered by any Assignment, and duly remit all the required Social Security System, Home Mutual Development Fund, and Philippine Health Corporation premiums to appropriate government agencies, in accordance with the provisions of the Labor Code and other applicable laws and decrees and the rules and regulations promulgated by competent authorities. Remote Philippines will assume all other employer responsibilities, such as, subject to due process, the imposition of disciplinary action, including dismissal, if appropriate.
- 3.3 Remote Philippines will provide Consultants performing under the Assignment with all the relevant information about the applicable terms and conditions of this Agreement, as reasonably necessary.
- 3.4 Remote Philippines will notify Consultants of any changes in the manner of provision of Employment Services within a period of two (2) weeks or as reasonably practicable.
- 3.5 Remote Philippines will be responsible for the direction and control over its Consultants covered by the Assignment, or who may be Assigned to You including authority to hire, terminate, discipline, and reassign the Consultants.
- 3.6 Remote Philippines will assign working hours and rest periods of Consultants in accordance with applicable Philippine labor laws and regulations regarding working time.
- 3.7 Remote Philippines will comply with the applicable Occupational Health and Safety laws and regulations.
- 3.8 Remote Philippines has and shall maintain substantial capital, equipment and manpower reasonably required for the provision of Employment Services to be

performed, as well as providing all Consultants covered by the Assignment the necessary tools and equipment to perform the Services.

Portugal - Remote Tech Unipessoal Lda. (**Remote Portugal**), Praça Mouzinho de Albuquerque nº 113, 5º andar 4100-359 Porto, Portugal; CIPC 515720623

Working Procedure.

- 1.1 Remote Portugal will act as the employer of the Consultants who will render Employment Services under these Terms, while assigning Consultants to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Both You and Remote Portugal will designate representatives on the Platform to provide any instruction or comment regarding the performance of Employment Services.

Obligations of Remote Portugal.

Remote Portugal will:

- 2.1 Remote Portugal will comply and be responsible for all remuneration, tax, and Social Security obligations, occupational health and safety according to the Portuguese Law.
- 2.2 Remote Portugal will communicate to all Consultants affected in Employment Services the applicable employment terms and conditions based on the Portuguese Labour legislation.
- 2.3 Remote Portugal will report any changes in the manner of provision of Employment Services to Consultants within a period of two weeks.
- 2.4 Remote Portugal acknowledges that working hours and rest periods of Consultants will be in accordance with applicable Portuguese laws and regulations regarding working time.
- 2.5 Remote Portugal will be responsible for the direction and control over its Consultants covered by the Assignment, or who may be Assigned to You, including authority to hire, terminate, discipline, and reassign the Consultants.
- 2.6 Remote Portugal will assign working hours and rest periods of Consultants in accordance with applicable Portuguese labour laws and regulations regarding working time.
- 2.7 In view of the provisions of the Portuguese laws and regulations regarding occupational health and safety, Remote Portugal declares that all employee(s) assigned to this SLA shall comply with the Occupational Health and Safety legislation.

Slovakia - Remote Slovakia s.r.o. (**Remote Slovakia**) - Mlynské nivy 16, 821 09 Bratislava, Slovak Republic; registered number 53 687 264

Working Procedure.

- 1.1 Remote Slovakia will act as the employer of the Consultants who will render Employment Services under these Terms, while assigning Consultants to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Both You and Remote Slovakia will designate representatives on the Platform to provide any instruction or comment regarding the performance of Employment Services.

Providing Services from Your Facilities.

- 2.1 In the case that Consultants should render any Employment Services to You at Your designated facilities/offices, both parties will carry out all the mandatory health and safety coordination measures.

Obligations of Remote Slovakia.

- 3.1 Pursuant to the Slovak Labour Code (Act No. 311/2001 Coll.) and further relevant Slovak legal regulations, Remote Slovakia, as the employer of Consultants, shall comply with all remuneration, tax, and Social Security obligations, according to the Slovak Law.
- 3.2 Remote Slovakia will communicate to all the Consultants affected to the provision of Employment Services the applicable employment terms and conditions based on the Slovak Labour Code.
- 3.3 Remote Slovakia will comply with the applicable statutory and contractual obligations in labour matters under the Slovak laws.
- 3.4 In view of the relevant provisions of the Slovak Labour Code, as well as the Slovak Act No. 124/2006 Coll. regarding occupational health and safety, Remote Slovakia declares that all Consultants will comply Occupational Health and Safety legislation in Slovakia.

Spain - Remote Technology, S.L. (**Remote Spain**) - Calle Serrano 41, 4th floor, 28001 Madrid, Spain; CIF OB01640648

Working Procedure.

- 1.1 Remote Spain will act as the employer of Consultants who will render Employment Services under these Terms, while assigning Consultants to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Both You and Remote Spain will designate representatives on the Platform to provide any instruction or comment regarding the performance of Employment Services.

Obligations of Remote Spain.

- 2.1 Pursuant to the Spanish Worker's Statute, Remote Spain is committed to complying every moment with all remuneration, tax, and Social Security obligations, according to the Spanish Law.
- 2.2 Remote Spain will communicate to all Consultants affected in the services the applicable employment terms and conditions based on the principle mentioned in Article 8 of the Spanish Worker's Statute.
- 2.3 Remote Spain will be responsible at all times for the obligations in labour matters, Social Security, and Prevention of Labour Risks.
- 2.4 Remote Spain acknowledges that working hours and rest periods of Consultants will be in accordance with applicable Spanish laws and regulations regarding working time.
- 2.5 In view of the provisions of the Spanish Worker's Statute related to smart working, as well as the Spanish laws and regulations regarding occupational health and safety, Remote Spain declares that all Consultants will comply with the Occupational Health and Safety legislation.

Turkey - Remote Teknoloji Danışmanlık A.Ş. (**Remote Turkey**) - REŞİTPAŞA MAH. ESKİ BÜYÜKDERE CAD. PARK PLAZA BLOK NO: 14 İÇ KAPI NO: 43 SARIYER / İSTANBUL; registered number 310480-5

Working Procedure.

- 1.1 Remote Turkey will act as the employer of Consultants who will render Employment Services under these Terms, while assigning Consultants to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Both You and Remote Turkey will designate representatives on the Platform to provide any instruction or comment regarding the performance of Employment Services.

API Integration(s)

API Integration(s) terms will take precedence over the Terms only where they conflict. Where applicable, references to **We, Us, Our,** or **Remote** as used in these Terms may refer to actions taken or information provided to Us via the API or External Provider.

API Usage

- 1.1 You may only use the Platform and access Our products and services (via the API or directly) in compliance at all times with the Terms and any additional guidelines, policies, terms, or documentation provided by an External Provider.
- 1.2 We reserve the right to monitor and enforce compliance with the Terms and may restrict or terminate Your access to the Platform or API if Your usage violates these Terms.
- 1.3 Updates to Our Terms may be provided to You via the Platform or by the External Provider in accordance with the External Provider's usual notification process.
- 1.3 Our obligations for Our Services may be limited by the functionality and capabilities of the API. You acknowledge that We have no control over External Providers or the availability of External Providers. We may add or remove an External Provider at any time.
- 1.4 Invoices for the products and services provided by Us may be issued via the API in accordance with these Terms or by the External Provider in accordance with their policies or terms.

Indemnities and Liability

- 2.1 We shall not be liable for or indemnify You for any damages, losses, or liabilities arising out of or in connection with Your use of Our Services via the Platform or API, except to the extent caused by Our gross negligence or willful misconduct. We shall have no liability to You with respect to Your account or profile with an External Provider.
- 2.2 We shall have no liability under or in connection with these Terms if any External Provider becomes unavailable for any reason or is no longer available under reasonable commercial terms.
- 2.3 You agree to indemnify, defend, and hold harmless Remote and its officers, directors, employees, and agents from and against any claims, damages, liabilities, costs, and expenses arising from or related to Your use of Our Services via the API in violation of the Terms.

API Data Processing

- 1.1 You bear sole responsibility for compliance with applicable data protection law in relation to Your use of Our Services via the API. Any information, including personal data, you chose to submit via the API to an External Provider will be processed in accordance with that External Provider's terms of service and privacy policy. To the extent required by applicable law, it is Your obligation to notify any affected individuals about the External Provider's terms and policies and Remote disclaims any and all liability in connection with such External Provider's use of any information you submit.

Data Processing Addendum

Operative Provisions

1. Definitions. Under these Terms, **Personal Data** is information defined as personal data, personal information, or an equivalent term under relevant Data Protection Laws, processed by You or Remote Europe in connection with these Terms. **Data Protection Laws** means all applicable data protection and privacy laws, rules, regulations, governmental orders, and subordinate legislation, now or hereafter in force, applicable to a party in the performance of its obligations or exercise of its rights under these Terms, such as Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (**EU GDPR**), or the EU GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 (**UK GDPR**). **Personal Data Breach** is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data. **Adequate Country** means a country or territory that a relevant authority such as the European Commission or a national data protection authority has recognised under applicable Data Protection Laws as providing adequate level of protection for the international transfer of Personal Data.
2. Roles of the parties. The parties acknowledge that with respect to the processing by each party of any Personal Data with regard to Employment Services, each party shall act as an independent controller. The details of the processing are set out in Schedules 1, 5 and 6 of this DPA. You agree that You are responsible for compliance with Data Protection Laws with respect to all Personal Data Your authorised users upload on our Platform and how they use such Personal Data. Where You use Contractor Services, Global Payroll Services and any other Services where We process Personal Data on Your behalf, We shall act as processor. The details of processing for our role as a processor are set out in Schedules 2 to 6 incl. to this DPA.
3. Term and data retention. After termination of the Terms, Personal Data shall be retained by the parties for no longer than the maximum retention period applicable to such Personal Data, as set out in applicable national laws. This DPA shall remain in force for as long as the parties retain Personal Data. For the avoidance of doubt, We will retain Personal Data that is relevant to the Terms of Service provisions that survive termination for as long as those provisions survive. In addition, We will retain Personal Data that is necessary to enforce Our legal rights such as those rights contained in any non-disclosure agreements between Us and the Employees, Consultants and Contractors.

4. Mutual cooperation. Each party will implement appropriate technical and organisational measures to ensure the security of the Personal Data. Each party will provide reasonable cooperation and assistance to the other party as may be necessary to enable such other party to: (i) comply with any obligations of such other party under Data Protection Laws, (ii) facilitate the handling by the other party of any actual or reasonably suspected Personal Data Breach, (iii) comply in any investigations or audits by a regulator or supervisory authority. To the extent either party makes available to the other party any Personal Data in connection with this Agreement prior to making available any Personal Data, the disclosing party shall comply with any applicable consent, transparency and disclosure requirements under Data Protection Laws with respect to such Personal Data.
5. Processors. Each party warrants and undertakes that it shall comply (and contractually require their agents, service providers, processors or subcontractors to comply) with applicable Data Protection Laws. Each party is and shall remain independently responsible for the processing it carries out as controller whether on its own or through its processors.
6. International transfers. To the extent Data Protection Law applies to the disclosure of Personal Data by one party to the other, and where the receiving party receives such Personal Data into a country other than an Adequate Country, (i) where the EU GDPR applies, then Module One of the Standard Contractual Clauses in the Annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021⁴ (**EU SCCs**) shall apply to all such transfers; and (ii) where the UK GDPR applies, then Module one of the EU SCCs shall apply and the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the Information Commissioner's Office under s.119A(1) of the Data Protection Act 2018 (**UK Addendum**) shall be deemed completed as set out in this DPA.
7. How the SCCs apply. The EU SCCs (and UK Addendum, as applicable) are hereby fully incorporated and fully executed subject to the provisions of this DPA.

When We disclose Personal Data subject to the Data Protection Laws to You and You receive such Personal Data outside an Adequate Country, We shall act as the data exporter.

When You disclose Personal Data subject to Data Protection Laws to Us and We receive such Personal Data outside an Adequate Country, We shall act as the data importer.

The EU SCCs shall apply as follows:

Module 1 where We act as controller:

- (i) Clause 7 (Docking Clause) shall not apply,
- (ii) the optional language in Clause 11 (Redress) shall not apply.
- (iii) For Clause 13 (Supervision), the supervisory authority with responsibility for ensuring compliance by the data exporter with the GDPR with regard to restricted transfers shall be the Dutch supervisory authority;
- (iv) For Clause 17 (Governing Law), Option 1 shall apply and the SCCs shall be governed by the laws of the Netherlands.
- (v) For Clause 18 (Choice of forum and jurisdiction), the Parties agree that the courts of the Netherlands shall resolve any disputes arising out of the SCCs.

⁴ Available at: <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021D0914&from=EN>

- (vi) The information required by Annex I and II of the Standard Contractual Clauses is set out in Schedule 2 of this DPA.

Where the UK GDPR applies, the parties agree that the EU SCCs shall apply completed as set out in this clause and be deemed amended as specified by Part 2 of the UK Addendum. In addition, tables 1 to 3 shall be deemed completed with the Information set out above at clause 7(i)-(vi) (as applicable), and in Schedule 5 of this DPA and table 4 shall be deemed completed by selecting "neither party".

Module 2 where We act as processor:

The EU SCCs shall apply as follows:

- (i) Clause 7 (Docking Clause) shall not apply,
- (ii) the Clause 9 (Use of sub-processors) Option 2 - General written authorisation shall apply with 14 days' time to object the changes.
- (iii) the optional language in Clause 11 (Redress) shall not apply.
- (iii) For Clause 13 (Supervision), the supervisory authority with responsibility for ensuring compliance by the data exporter with the GDPR with regard to restricted transfers shall be the Dutch supervisory authority;
- (iv) For Clause 17 (Governing Law), Option 1 shall apply and the SCCs shall be governed by the laws of the Netherlands.
- (v) For Clause 18 (Choice of forum and jurisdiction), the Parties agree that the courts of the Netherlands shall resolve any disputes arising out of the SCCs.

Where the UK GDPR applies, the parties agree that the EU SCCs shall apply completed as set out in this clause and be deemed amended as specified by Part 2 of the UK Addendum. In addition, tables 1 to 3 shall be deemed completed with the Information set out above at clause 7(i)-(vi) (as applicable), and in Schedule 5 of this DPA and table 4 shall be deemed completed by selecting "neither party".

8. Remote as a processor. Where Remote acts as a processor and You act as a controller in connection with the Services, the following additional terms shall apply.
 - 8.1 Compliance and instructions. You and Us will comply with all requirements of all relevant Data Protection Laws, as applicable to the provision and receipt of the Services and as applicable to our roles for data protection purposes. Where you act as controller and We act as processor We will process Personal Data only to the extent necessary to perform Our obligations pursuant to these Terms and in accordance with Your instructions. As soon as reasonably practicable upon becoming aware, We shall inform You if, in Our opinion, any instructions provided by You under this DPA infringe Data Protection Laws.
 - 8.2 Details of processing. The subject matter of the processing, its purpose, duration and means, together with the relevant categories of Personal Data and data subjects are set out at Schedules 2 to 4 incl. to this DPA.
 - 8.3 Subprocessors. You hereby provide Us with a general authorisation to engage processors as necessary to deliver the Services and We commit to informing You of any intended changes concerning the addition or replacement of processors, thereby giving You an opportunity to object to such changes, by way of updating Our processor list, available here: <https://employ.remote.com/dashboard/processors> (for registered users only). Where You have not objected to a processor appointment within 14 days following a change to the processor list, You shall be deemed to have

authorised the change. We shall produce an up-to-date list of processors engaged by Us to deliver the Services to You without undue delay upon written request.

8.4 Our personnel. We warrant that the personnel We engage to process Personal Data on Your behalf in connection with the Services are informed of their obligations in relation to Personal Data, and that they will process Personal Data in confidence and in accordance with these Terms and all relevant data protection legislation.

8.5 Security of processing. We shall implement technical and organisational measures to keep Personal Data processed in connection with the Services secure against unauthorised or unlawful processing and against accidental loss, destruction or damage. The applicable technical and organisational measures related to security are specified at Schedule 6 to this DPA.

We will notify You without undue delay but no later than in 72 hours after ascertaining any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data (**personal data breach**) and provide reasonable information in Our possession to assist You to meet Your obligations to report a Personal Data breach as required under applicable Data Protection Laws.

8.6 Processor assistance. We shall assist You in responding to any requests made by relevant data subjects which concern the exercise of their rights under data protection legislation. We shall promptly notify You if We receive a data subject request in connection with Services where we act as processor. In such circumstances We shall not respond to a data subject request received by Remote without Your consent (not to be unreasonably withheld). We will also assist You, to the extent necessary, in relation to the security of Personal Data processing, data breach notifications, data protection impact assessments and prior consultations with data protection authorities. We will make available to You all information necessary to demonstrate compliance with the obligations laid out in this section.

8.7 Audit rights. Unless We we carry out a an audit for Our compliance with Data Protection Laws, either independently or via a third party and share the results of such audit with You, then You or Your independent third-party auditor may audit Our compliance with obligations under applicable Data Protection Laws, at most once in 12 consecutive months, where: a) You provide reasonable grounds to believe that Remote is in breach of its obligation(s) under the applicable Data Protection Laws and this DPA; b) You provide reasonable grounds to believe that a Personal Data breach has occurred; or c) an audit is formally requested by a data protection authority. You shall provide at least thirty days' advance notice of any audit unless mandatory applicable Data Protection Laws or a competent data protection authority requires shorter notice or unless a Personal Data breach is alleged, where a shorter notice period can be provided. The scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith. Each party shall bear its costs of audits hereunder.

8.8 International transfers. We will transfer Personal Data internationally, to all our Affiliates and to all subprocessors, at all times subject to compliance with Chapter V GDPR by way of entering into EU commission approved standard contractual clauses (2021). We hereby represent that at the time of entering into this DPA, there are no aspects of the legal systems of the countries where we transfer Personal Data to, which may lead to a conclusion that the appropriate safeguards, enforceable rights and effective legal remedies required by the standard contractual clauses would not sufficiently ensure that data subjects, whose Personal Data are processed

under this DPA and transferred to the country. In case that such an issue does arise during the term of these Terms, the parties hereby jointly represent that they will implement additional commercially reasonable measures to ensure level of protection essentially equivalent to that guaranteed within the EU/UK.

If We transfer Personal Data to a subprocessor located outside of the EEA/UK, We shall conclude with that subprocessor the applicable set of standard contractual clauses (other than those which are optional) approved by the EU commission under applicable Data Protection Laws. We shall ensure that the same obligations agreed in respect of transfer of Personal Data by Us outside of the EEA/UK herein shall also apply to all subprocessors.

- 8.9 Termination obligations. Upon termination of the commercial relationship between Us and You, We will, at Your choice, delete or return all the Personal Data processed on Your behalf in connection with the Services to You and delete existing copies unless otherwise required by applicable law.

Schedule 1 - Standard and Premium Employment Services

1. Roles
 - Each party acts as an independent controller in the context of Standard and Premium Employment Services and shall process Personal Data in compliance with applicable Data Protection Laws and these Terms.
2. Categories of data subjects whose Personal Data is processed
 - Employees, Consultants and/or Contractors assigned to You, and
 - Authorised users of the Remote Platform engaged by You.
3. Categories of Personal Data processed
 - In relation to Employees and Consultants: name, email address, job title and description, country (if applicable, state or province), employment start date, salary and benefits.
 - In relation to Contractors: name, email address, job title and description, salary, country (if applicable, state or province).
 - In relation to Your authorised users: authorised-user-generated access credentials, email address and the content of communications relating to their use of the Remote platform.
 - Any other categories of Personal Data agreed to be processed by the parties in writing.
4. Sensitive data processed
 - Data concerning health, processing of which is necessary for the purpose of carrying out obligations and exercising specific rights of the controller or data subject in the field of employment. The following safeguards that fully take into consideration the nature of the data and the risks involved are applied: strict purpose limitation; access restriction; data encryption in transit and data encryption at rest.
5. The frequency of the transfer
 - Personal Data is transferred on a continuous basis.
6. Nature of the processing
 - Personal Data will be processed as follows:
 - o authorised users will be appointed by You and invited to the Platform,
 - o You will onboard Employees/Consultants and/or Contractors on the Platform,
 - o Contractors may onboard themselves individually on the Platform,

- o Employees/Consultants and/or Contractors will submit their onboarding information by directly uploading Personal Data on the Platform, and
 - o We will provide the EOR/ Consultancy Services and/or Contractor Services and/or any other services agreed to be provided in writing.
7. Purpose(s) of the processing (including international transfers) and further processing
- Personal Data is processed and transferred for the following purposes:
 - o In relation to Employees, so You can communicate with proposed Employees and in order to onboard them onto the Platform.
 - o In relation to Consultants, so You can communicate with proposed Consultants and in order to onboard them onto the Platform.
 - o In relation to Contractors, so You can communicate with proposed Contractors.
 - o In relation to Employees or Consultants, so that We may fulfil our obligations as employer and to payout salary and other benefits to the Employee or Consultant.
 - o In relation to Contractors, so that We can provide Contractor Services.
 - o In relation to Your authorised users, to authenticate them as authorised users of the Platform and to communicate with them in relation to their use of it.
 - o Any other lawful purposes agreed between the parties in writing.
8. The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period
- As set out in section 3 of the DPA. For more detailed information about the retention periods of the Personal Data that We process You can request a copy of our retention policies at: dpo@remote.com.
9. For transfers to (sub-)processors, also specify subject matter, nature and duration of the processing
- A detailed list of processors engaged by Us to process Personal Data on Our behalf can be found on the following link (by registered users only): <https://employ.remote.com/dashboard/processors>.
10. Lawful basis for the processing
- The information exchange between Us and You, whether or not it includes international transfers of Personal Data, is necessary for at least one of the following:
 - o the processing is necessary for the performance of a contract to which the Employee, Consultant or Contractor is a party or in order to take steps at the request of the Employee, Consultant or Contractor prior to entering into a contract,
 - o the processing is necessary for the purposes of the legitimate interests pursued by Us or by You, except where such interests are overridden by the interests or fundamental rights and freedoms of Employees, Consultants or Contractors, or
 - o the processing is necessary for compliance with a legal obligation to which We or You are subject.
11. Technical and organisational measures implemented at Remote to ensure information security
- The list of technical and organisational measures implemented at Remote is at Schedule 6.

Schedule 2 - Global Payroll Services

1. Roles
 - We shall act as processor and You shall act as controller.
2. Categories of data subjects whose Personal Data is processed
 - Global Payroll Employees registered on Our Platform.
3. Categories of Personal Data processed
 - Payment & tax data, Global Payroll Employees job data, time off data, personal data from powers of attorney.
 - any other categories of Personal Data You instruct us to collect on Your behalf via the Platform.
4. Sensitive data processed
 - Data concerning health, processing of which is necessary for the purpose of carrying out obligations and exercising specific rights of the controller or data subject in the field of employment.
 - Biometric data for the purpose of uniquely identifying a natural person;
 - The following safeguards that fully take into consideration the nature of the data and the risks involved are applied: strict purpose limitation; access restriction; data encryption in transit and data encryption at rest.
5. Nature of the processing
Personal Data will be processed as follows:
 - authorised users will be appointed by You and invited to the Platform,
 - You will onboard Global Payroll Employees on the Platform,
 - Global Payroll Employees will submit their onboarding information by directly uploading Personal Data on the Platform, and
 - in accordance with any additional instructions You may have.
 - .
6. Purpose(s) of the processing (including international transfers) and further processing
Personal Data is processed and transferred for the following purposes:
 - In relation to Global Payroll Employees, so You can communicate with proposed Employees and in order to onboard them onto the Platform.
 - In relation to Global Payroll Employees, so that We may fulfil our Payroll Service to the Global Payroll Employees.
7. The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period
 - until the end of the provision of Our Services to You unless otherwise required by applicable law. For more detailed information about the retention periods of the Personal Data that We process You can request a copy of our retention policies at: dpo@remote.com.
8. Technical and organisational measures implemented at Remote to ensure information security
 - The list of technical and organisational measures implemented at Remote is at Schedule 6.

Schedule 3 - Human Resources Information System (HRIS) Services

1. Roles
 - We shall act as processor and You shall act as controller in connection with any human resources information system Services we offer via the Platform. Such services are currently under development and may relate to options for allowing you to manage your own direct employees via our Platform.
2. Categories of data subjects whose Personal Data is processed
 - Your employees registered on Our Platform.
3. Categories of Personal Data processed
 - personal identification data, address data, administrative data, emergency person contact details, contract data, time off data, feedback data, employment data, custom fields data, data in documents, data concerning health, data from invoices, bank account data.

- any other categories of Personal Data You instruct us to collect on Your behalf via the Platform.
4. Sensitive data processed
 - Data concerning health, processing of which is necessary for the purpose of carrying out obligations and exercising specific rights of the controller or data subject in the field of employment.
 - Biometric data for the purpose of uniquely identifying a natural person;
 - The following safeguards that fully take into consideration the nature of the data and the risks involved are applied: strict purpose limitation; access restriction; data encryption in transit and data encryption at rest.
 5. Nature of the processing
Personal Data will be processed as follows:
 - authorised users will be appointed by You and invited to the Platform,
 - You will onboard employees on the Platform,
 - Employees will submit their onboarding information by directly uploading Personal Data on the Platform, and
 - We will provide the employees Services agreed to be provided in writing.
 6. Purpose(s) of the processing (including international transfers) and further processing
Personal Data is processed and transferred for the following purposes:
 - In relation to employees, so You can communicate with proposed employees and
 - in order to onboard employees onto the Platform.
 - In order to provide You any Services which you request
 7. The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period
until the end of the provision of Our Services to You unless otherwise required by applicable law. For more detailed information about the retention periods of the Personal Data that We process You can request a copy of our retention policies at: dpo@remote.com.
 8. Technical and organisational measures implemented at Remote to ensure information security.
 - The list of technical and organisational measures implemented at Remote is at Schedule 6.

Schedule 4 - Contractor Services

1. Roles
 - We shall act as processor and You shall act as controller in connection with any Contractor Services We provide to You.
2. Categories of data subjects whose Personal Data is processed
 - Your Contractors registered on Our Platform.
3. Categories of Personal Data processed
 - personal identification data, address data, administrative data, emergency person contact details, contract data, time off data, feedback data, employment data, custom fields data, data in documents, data concerning health, data from invoices, bank account data.
 - any other categories of Personal Data You instruct us to collect on Your behalf via the Platform.
4. Sensitive data processed
 - Biometric data for the purpose of identity verification of a natural person;
 - We do not anticipate processing sensitive information, but we may process data concerning health for the purpose of carrying out obligations and exercising specific rights of the controller or data subject
 - The following safeguards that fully take into consideration the nature of the data and the risks involved are applied: strict purpose limitation; access restriction; data encryption in transit and data encryption at rest.
5. Nature of the processing
Personal Data will be processed as follows:

- authorised users will be appointed by You and invited to the Platform,
 - You will onboard Contractors on the Platform,
 - Contractors will submit their onboarding information by directly uploading Personal Data on the Platform, and
 - We will provide the Contractor management Service agreed to be provided in writing.
6. Purpose(s) of the processing (including international transfers) and further processing
Personal Data is processed and transferred for the following purposes:
- In relation to Contractors, so You can communicate with proposed Contractors and in order to onboard them onto the Platform.
 - In relation to Contractors, so that We can deliver Contractor Services.
7. The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period
- until the end of the provision of Our Service to You unless otherwise required by applicable law. For more detailed information about the retention periods of the Personal Data that We process You can request a copy of our retention policies at: dpo@remote.com.
8. Technical and organisational measures implemented at Remote to ensure information security
- The list of technical and organisational measures implemented at Remote is at Schedule 6.

Schedule 5 – Standard Contractual Clauses (International Transfers)

Module 1: Transfer Controller to Controller

Module 2: Transfer Controller to Processor

Annex I

A. List of the Parties (Module 1)

Data Exporter (Module 1)

Exporter:	As set out in section 7 of the DPA
Address:	As set out in these Terms (for Us) or on the Platform (for You)
Contact person's name, position and contact details:	Emanuel Velho, Data Protection Officer, dpo@remote.com (for Us) or as set out on the Platform (for You)
Activities relevant to the data transferred under these Clauses:	As described under Purpose of Processing in Schedule 1 to this DPA
Signature and date	As set out in these Terms
Role (controller/processors)	Controller

Data Importer (Module 1)

Importer	As set out in section 7 of the DPA
Address	As set out in these Terms (for Us) or on the Platform (for the Customer)

Contact person:	Emanuel Velho, Data Protection Officer, dpo@remote.com (for Us) or as set out on the Platform (for You)
Activities relevant to the data transferred under these Clauses:	As described under Purpose of Processing in Schedule 1 to this DPA
Signature and date	As set out in these Terms
Role (controller/processors)	Controller

Data Exporter (Module 2)

Exporter:	As set out in section 7 of the DPA
Address:	As set out in these Terms (for Us) or on the Platform (for You)
Contact person's name, position and contact details:	Emanuel Velho, Data Protection Officer, dpo@remote.com (for Us) or as set out on the Platform (for You)
Activities relevant to the data transferred under these Clauses:	As described under Purpose of Processing in Schedules 2-4 to this DPA
Signature and date	As set out in these Terms
Role (controller/processors)	Processor

Data Importer (Module 2)

Importer	As set out in section 7 of the DPA
Address	As set out in these Terms (for Us) or on the Platform (for the Customer)
Contact person:	Emanuel Velho, Data Protection Officer, dpo@remote.com (for Us) or as set out on the Platform (for You)
Activities relevant to the data transferred under these Clauses:	As described under Purpose of Processing in Schedules 2-4 to this DPA
Signature and date	As set out in these Terms
Role (controller/processors)	Processor

B. Description of Transfer (for both modules)

- As set out in section 7 of the DPA and in the Schedules to the DPA.

C. Competent Authority (for both modules)

Identify the competent supervisory authority/ies in accordance with Clause 13 of the SCCs.

- The Dutch data protection authority.

Annex II. Technical And Organisational Measures Including Technical And Organisational Measures To Ensure The Security Of The Data

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

- As set out in the Schedule 6 of the DPA.

Schedule 6 - Technical and Organisational Measures

Technical and organisational measures at Remote implemented to ensure information security.

We have implemented the following technical and organisational measures in order to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons:

- o data encryption in transit,
- o data encryption at rest,
- o architecture network isolation through private networks,
- o fully auditable access and changes,
- o all systems protected by a firewall with security threat detection and prevention mechanisms,
- o least privilege principle limiting systems' access to essential personnel only,
- o all internal tools and systems require SSO,
- o the practice of continuous credentials auditing and management,
- o the conducting of internal security and privacy training,
- o infrastructure-as-code allowing for quick rebuilding and portability,
- o continuous monitoring of applications and infrastructure,
- o regular data backups,
- o applicational logs stored off site and kept for a limited period of time, and
- o the processing involves solely such data that is strictly necessary for business operations.