

Introduction

About us. We're Remote Europe Holding B.V., a company incorporated under Dutch Law with registered number 76348946 and registered office at Apollolaan 151, Unit 439, 1077AR Amsterdam, the Netherlands (**Remote Europe**). We operate the Remote platform (**Platform**), a web platform which makes it possible for You to access global talent legally and easily.

These Terms. These Terms of Service (**Terms**) set out the terms by which Remote Europe and our Local Affiliates (**We, Us, Our, or Remote**) provide the legal entity listed on your Account and your Affiliates (**You or Your**) with the Services detailed below and access to the Platform. By creating an account on the Platform (**Account**) and using the Services, You are entering into a legally binding contract with Remote Europe on the basis of these Terms and You represent and warrant to Remote Europe that the person creating and operating Your Account has the authority to bind You and enter into these Terms. Our **Local Affiliates** are the Remote entities that We have established in a jurisdiction to employ Employees and provide Employment Services to You. For clarity, **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.

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 two **Services** under these Terms:

- **Employment Services** where Remote employs individuals You select to provide You services (**Employees**, and each an **Employee**), and
- **Contractor Services** where through Remote You onboard and pay invoices from individuals You directly engage to provide You services (**Contractors**, and each a **Contractor**).

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

Local Terms. Depending on the Employee's jurisdiction, additional terms that are relevant to the jurisdiction (**Local Terms**) will take precedence over these Terms where they conflict. Local Terms for **Belgium** and **Germany** are incorporated into these Terms and provided below.

Platform. These Services and any additional services We offer will be accessible on 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 and offerings of our services on the Platform. While using the Platform or any of Our services, You agree to Our [Terms and Conditions](#).

Remote's Services

Employment Services

1.1 Our obligations. Local Affiliates will carry out obligations for Employment Services in the jurisdiction where the Employee is engaged to work. As part of these 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.

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 type of employment, service agreement, or intellectual property agreement with an Employee that will be in force while an Employment Agreement with Remote is still in effect, 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 will include Your additional specifications for the services provided (such as salary, length of service, and paid time-off). 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 Employee who does not have the right to work in their jurisdiction.

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 such changes or actions, 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 any Employee's employment, termination of employment, or Employment Agreement (**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, or unreasonable conditional approval, 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.
- 1.6 Warranties. Except for the obligations and responsibilities in these Terms, neither You nor We make warranties of any kind. Remote is not responsible for the performance, acts, and/or omissions of an Employee. We do not warrant that an Employee will perform in line with Your expectations and are not liable for consequences arising from their performance.

Contractor Services

2.1 Our obligations. We will:

- onboard Your Contractors and carry out an identity verification,
- assist You in uploading Your own contract onto the Platform or executing one of Our locally compliant contracts between You and Your Contractors, and
- process and pay Contractor invoices on Your behalf.

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,
- verifying and approving any invoices, and
- handling all problems arising from an invoice or contract directly with the Contractor.

2.3 Remote's role. 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 the same, 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 fee (exclusive of VAT) charged for each Employee providing You services,

- all salaries, bonuses, incentives, taxes, benefits (such as disability, sick leave, life insurance, pension, severance, and paid time off), along with any other remuneration required to be paid in connection with any Employee's employment, termination of employment, or Employment Agreement, 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 an Employee's employment, termination of employment, or Employment Agreement (including any costs or expenses related to Employment Claims), except to the extent such costs or expenses are 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 or costs incurred by Remote at Your direction (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 any invoices for Contractors approved by You and any other fees charged in connection with Contractor Services.

Payment terms

- 4.1 Invoices. Because We need to pay Employees at the end of the month, Employment Fees (such as Management Fee, salary, taxes, and benefits) will be Invoiced to You by the 10th of each month. You will receive a follow-up Invoice by the 5th of the following month that may include a credit (applied to the next month's invoice) or a charge for any Employment Fees not included in the original Invoice. Payment for Invoices are due within seven days of receipt.
- 4.2 Transaction Receipt. Remote will compile and finalise Contractor invoices approved by You on the Platform in a Transaction Receipt. The Transaction Receipt should be paid on Your receipt so that Remote can pay Your Contractors promptly.
- 4.3 Additional payment charges. If You pay by credit card, You will be billed an additional charge specified on the Platform. Any foreign exchange fees or payment processing fees applicable to Your payment will be charged at the exchange rate of Our accredited payment partners.

- 4.4 Late Fees. If any Fees or amounts properly charged to You are not paid within 15 days of their due dates, Remote may charge interest on the unpaid amounts at 1.5% per month or the maximum rate permitted by law, whichever is lower.
- 4.5 Continuation of Services. If You fail to pay any Late Fees owed, We may suspend additional Services or end the relevant Services and terminate any relevant Employment Agreements at Your cost.

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:
- was already known to the recipient of the information (**Receiver**) at the time of disclosure by the party who has shared the information (**Discloser**),
 - is subsequently disclosed to the Receiver without any obligations of confidentiality by a third party,
 - 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
 - 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:
- maintain the confidentiality of any Confidential Information shared by You or Us,
 - not disclose to any third party, copy, or modify Confidential Information without the owner's prior written consent, and
 - 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; or (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.
- 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 Sharing Addendum (**DSA**) set out in these Terms.

Intellectual property

- 6.1 Your Intellectual Property. Remote hereby transfers and assigns to You absolutely, with full title guarantee all Intellectual Property Rights in any Works 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.

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 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 not be liable to You for:
 - a. any claims connected with an Employee's improper use of Works, Intellectual Property Rights, Your Confidential Information and/or Personal Data, or
 - b. any other failure of an Employee to comply with their obligations under their Employment Agreement.
- 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 Sharing 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.
- 8.4 Disclaimer. We will not be liable to you for any damages or negative consequences if an authoritative governmental body deems, despite these Terms, that an Employee is employed by You or that Your presence in a particular country amounts to a permanent establishment.

Term and termination

- 9.1 Duration. These Terms will commence on the date You create an Account 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 Terminating at any time. You or We may terminate these Terms (which includes all Employment Agreements) at any time, by providing at least 30 days' prior written notice.
- 9.3 Terminating for cause. You or We may immediately terminate these Terms (which includes all Employment Agreements) by written notice if You or We:
 - a. materially breach these Terms and are unable to cure the breach within 15 days of receiving notice of the breach,

- b. become subject to insolvency, bankruptcy, or other similar event, or
- c. engage in illegal activities or reprehensible conduct that may negatively impact the other's public image.

9.4 Winding Up. After notice of termination, these Terms will remain in effect until all Employment Agreements are legally terminated. Termination will not release You from 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@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. 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 Survival. Any provisions in these Terms which are intended to remain in force on or after the expiry of these Terms, will continue to remain in full force.

10.9 Dispute resolution and Governing Law. 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. These Terms and any dispute resolution are governed by the laws of England and Wales. Either You or We will have the right to injunctive or equitable relief, pending a final decision by the arbitrator.

Local Terms

In the jurisdictions where Our Local Affiliates operate as a consultancy service, Employees are considered consultants (**Consultants**). Both You and Our local 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 may be assigned, as part of their Employment Agreement, to provide their services to You (**Assignment**).

In the jurisdictions where Our local Affiliates are licensed as a Temporary Employment Agency, Temporary Work Agency, Temporary Employment Service, or other similar service, these Terms constitute a direct agreement between the relevant local Affiliate and You.

The following additional Local Terms apply:

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

- 1.1 Remote Belgium is solely responsible for managing and monitoring Consultants, even when they are assigned to perform their services at Your premises or for You (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 Consultant(s) (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 Consultant(s).
- 1.3 The below are permitted instructions for You with regard to the Consultants, which shall in no way affect the employer's authority vested in Remote Belgium over Consultant(s):
 - 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.
- 1.4 For the avoidance of doubt, the employer authority vested in Remote Belgium over Consultant(s) shall not be affected by the permitted instructions listed above. This concerns in particular Remote Belgium's authority with respect to:
- f. recruitment,
 - g. compensation and benefits policy (payment of salaries, bonuses, benefits and reimbursements of expenses, etc.),
 - h. career management and assessment of performance and competence,
 - i. subscription of insurance policies, if any,
 - j. governance of attendances and absences (monitoring of working time, authorization and justification of absences),
 - k. 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,
 - l. orders, pay-checks, the aspects of the organisation of labour and selection and Assignment of Consultant(s),
 - m. disciplinary sanctions and associated policies,
 - n. dismissal and associated policies, and
 - o. absence from work (holidays, sick leaves and other).
- 1.5 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 Consultant(s). 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.
- 1.6 You acknowledge that any final instructions relating to holidays, fees, performance or (disciplinary) action must be made by Remote Belgium to Consultant(s) and You agree not to issue any direct instructions to Consultants on these matters.

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

Background

- 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.

Our Obligations

- 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.
- 4.2 In case it becomes necessary, due to the nature of the Project Services, that You maintain insurance coverage, Remote Germany shall duly inform You of such fact.

No Employee Leasing

- 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, or (ii) 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.
- 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).

Data Sharing 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 Holding B.V. 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, each party shall act as an independent controller. The details of the processing are set out in Schedule 1 to this DSA. 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.
3. Term and data retention. After termination of the applicable Terms of Service, Personal Data shall be retained by the parties for no longer than the minimum retention period applicable to such Personal Data, as set out in applicable national laws. This DSA 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 its 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, (iv) comply with any request from or on behalf of a data subject concerning Personal Data, (v) respond to any queries or complaints from Employees, Consultants and Contractors. 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 2021¹ (**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 DSA.

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 DSA.

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:

- (i) Clause 7 (Docking Clause) shall not apply,
- (ii) Option 2 (General Authorisation) of Clause 9 shall apply, and
- (iii) the optional language in Clause 11 (Redress) shall not apply.
- (iv) 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;
- (v) For Clause 17 (Governing Law), Option 2 shall apply and in the event that the law of the jurisdiction in which the data exporter is established does not allow for third-party beneficiary rights, the SCCs shall be governed by the laws of the Netherlands.
- (vi) 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.
- (vii) The information required by Annex I and II of the Standard Contractual Clauses is set out in Schedule 2 of this DSA.

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)-(vii) (as applicable), and in Schedule 2 of this DSA and table 4 shall be deemed completed by selecting "neither party".

Schedule 1 - Details Of The Processing

1. 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.
2. Categories of Personal Data processed

¹ Available at: <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021D0914&from=EN>

- 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, 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.
3. 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.
4. The frequency of the transfer
- Personal Data is transferred on a continuous basis.
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/Consultants and/or Contractors on the Platform,
 - Contractors may onboard themselves individually on the Platform,
 - Employees/Consultants and/or Contractors will submit their onboarding information by directly uploading Personal Data on the Platform, and
 - We will provide the EOR/ Consultancy Services and/or Contractor Services and/or any other 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 them onto the Platform.
 - In relation to Consultants, so You can communicate with proposed Consultants and in order to onboard them onto the Platform.
 - In relation to Contractors, so You can communicate with proposed Contractors.
 - 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.
 - In relation to Contractors, so that We can provide Contractor Services.
 - 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.
 - Any other lawful purposes agreed between the parties in writing.

7. 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 7 of the DSA. 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. 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>.
9. 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.
10. 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.

Schedule 2 – Standard Contractual Clauses (International Transfers)

Module 1: Transfer Controller to Controller

Annex I

A. List of the Parties

Data Exporter

Exporter:	As set out in section 7 of the DSA
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 DSA
Signature and date	As set out in these Terms
Role (controller/processors)	Controller

Data Importer

Importer	As set out in section 7 of the DSA
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 DSA
Signature and date	As set out in these Terms
Role (controller/processors)	Controller

B. Description of Transfer

- As set out in section 11 of the DSA and sections 1 to 8 in Schedule 1 of the DSA.

C. Competent Authority

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

- 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 section 10 in Schedule 1 of the DSA.