

# TERMS OF SERVICE

## General Terms

### 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 easily access and manage global talent.

**The Terms.** These Terms of Service (**Terms**) set out the terms by which Remote provides the legal entities listed on your account and any of your Affiliates (**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 agreements with:

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

**Authority to act.** You represent and warrant that any individual(s) or legal entities creating or operating Your account have the authority to bind You 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 any 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.** You are responsible for selecting Remote as the provider of the following **Services** and adhering to the applicable Service terms:

- **Employment Services**, where Remote engages individuals to provide You services (**Employees**),
  - **Premium Employment Services**, which gives You access to dedicated support specialists, prioritised onboarding, and other premium support services,
- **Contractor Management Services**, where Remote helps You onboard and pay invoices for individuals You directly engage to provide You services (**Contractors**),
  - **Contractor Management Plus Services**, where Remote provides you with agreements that protect against misclassification of Your Contractors,

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

<sup>2</sup> Remote Europe, a company incorporated under Dutch Law with registered number 76348946 and registered office at Kraijenhoffstraat 137A, 1018RG Amsterdam, the Netherlands.

<sup>3</sup> 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.

- **Contractor of Record**, where You contract with Remote for certain services and deliverables to be completed via individuals engaged by Remote (**Subcontractors**),
- **Payroll Services**, where Remote facilitates the processing of Your employees' payroll (**Payroll Employees**),
- **Human Resource Information System (HRIS)**, where You use Remote's Platform to manage individuals You engage directly or via Remote's other Services,
- **Remote Recruit**, where You can source, track, and gain insights into global talent,
- **Ask an expert Services**, where You can access one-on-one, general guidance sessions with Our internal subject-matter specialists on employment-related topics,
- **Remote Equity Essentials**, where You can access tools and information to manage restricted stock units, stock options, virtual stock options/stock appreciation rights/phantom stocks and tokens awards (**Equity Awards**) for Employees,
  - **Remote Equity Advanced**, where You can access insights, workflows, and other premium support services for Equity Awards to Your team members, and
- **Perform**, where You can streamline Your employee development and review process via the Remote Platform,
- additional services You may use on the Platform.

Individuals that You engage with via Remote's Services shall be collectively referred to as **Service Providers**.

**Platform.** These Services and additional services or requirements to use any Remote services will be managed through the Platform. Actions taken by You and 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.

**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, employment, principal-agent, or labour relationship between You and (a) Remote, (b) Remote's Affiliates, or (c) Remote's Employees or (d) Remote's contractors or subcontractors.

**Precedence.** The General Terms shall apply to all Services offered under these Terms (unless stated otherwise). Service specific terms (**Service Terms**), terms agreed to via the Platform or an Order Form, and terms that are relevant to an Employee's jurisdiction (**Local Terms**), take precedence over the General Terms only where they conflict. Your use of the Platform is subject to the Remote Platform Terms of Use (**Terms of Use**), which is incorporated into these Terms by reference. These Terms take precedence over the [Terms of Use](#) only where they conflict.

**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 (**API Terms**) will take precedence over these Terms only where they conflict

## Our Services

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

- comply with all laws, including all tax, labour, and employment laws applicable to Our provision of the Services to You under the relevant Service Terms,
- follow Your reasonable instructions and requests for the provision of Services under these Terms, and
- provide You with information and reasonable assistance, when relevant, to support You in performing Your obligations.

Remote does not have an obligation to engage a Service Provider (whether due to right to work, regulatory issue, or otherwise).

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 to allow Us to provide You Services, including, but not limited to:
  - updating Remote immediately if the working relationship between You and a Service Providers changes,
  - notice of any claims against You or any Service Provider that may impact the Services, and
- not violate laws applicable to Your jurisdiction and the jurisdiction where Services are provided.

1.3 Third Parties. If You make any of Our Services available to any of Your clients or customers, or other third parties (each a **Third Party**), You are responsible for:

- ensuring that such Third Parties are aware of the Terms under which We provide the Services,
- any applicable Fees, and
- any acts and omissions of the Third Party as if they were Your own.

1.4 Remote Content. We may provide data, insights, analytics and other information, including information on global employment laws, on the Platform (**Remote Content**). Remote Content does not constitute legal or HR advice. You may use Remote Content for Your own internal business purposes. We make no warranties or guarantees regarding the accuracy, timeliness, or completeness of Remote Content nor are We responsible for any actions taken based on such content. Remote Content may not be shared or distributed to third parties without Our prior written consent. We may remove Remote Content at Our sole discretion.

## Fees and Payment terms

- 2.1 Fees and Taxes. Fees payable by You for Our Services may include a flat, recurring fee (exclusive of Tax and any applicable discounts) (**Service Fees**), applicable reserves, and any other amounts specified in the Service Terms, or agreed to via the Platform or an Order Form (**Fees**).

**Tax** in this clause refers to any sales tax, value-added taxes (VAT), withholding tax or other similar governmental assessments. Should payment of Fees be subject to any withholding tax, You will reimburse Us for such withholding tax.

- 2.2 Changes in Service Fees. We may increase Service Fees each year and will provide You with at least 30 days' notice in writing. The increase will not apply if You choose to terminate the relevant Services in those 30 days. Any reduction in Service Fees will take effect immediately.

- 2.3 Invoices. Payment for invoices are due within 14 days of receipt, unless specified otherwise in the relevant Service Terms. Invoices related to Late Fees, reserves, contractual guarantees, or other costs under these Terms that require immediate payment to Remote are due on the date specified on the invoice.

- 2.4 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.

- 2.5 Late Fees. If any Fees or amounts properly charged to You are not paid by their due dates (**Late Fees**), Remote may charge interest on the unpaid amounts at .1% per day or the maximum fee permitted by law, whichever is lower.

- 2.6 Reserves. Remote may require You to pay a reserve or provide a standby letter of credit or other form of guarantee to provide You Services. Remote may offset any Fees owed or amounts due with payments or reserves.

- 2.7 Additional payment terms. If You fail to pay any reserves or Late Fees owed, We may immediately suspend additional Services or end any Services and terminate any related agreements at Your cost.

## Confidentiality and Data Protection

- 3.1 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.

3.2 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) if necessary to exercise the rights and perform the obligations under these Terms.

3.3 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.

3.4 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

4.1 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 Our 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.

**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.

- 4.2 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 Rights (**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 Us 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

- 5.1 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 a Service Provider's permitted use of the Remote Materials.
- 5.2 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 a Service Provider's permitted use of Your Materials.
- 5.3 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

- 6.1 **Liability We can't exclude. Neither You nor We can exclude liability for fraud, death, or personal injury caused by gross negligence or wilful misconduct.**
- 6.2 **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, damages or negative consequences that result from or are caused by (in whole or in part):**

- a. a Service Provider's improper use of Intellectual Property Rights, Your Confidential Information and/or Personal Data,
- b. a breach of these Terms due to the acts, omissions, or breach of any agreements by a Service Provider,
- c. a breach of these Terms due to Your acts, omissions, or breach,
- d. a Service Provider's failure to have the applicable certifications, qualifications, insurance policies, or other professional qualifications necessary to provide You services,
- e. Your previous employment of or engagement with any Service Providers,
- f. any agreements or policies between You and a Service Provider,
- g. the use of Our Services by a Third Party, and
- h. an authoritative governmental body determining, despite these Terms, that Your presence in a particular country amounts to a permanent establishment.

6.3 **Limitation on liability.** Except for any Fees, Your failure to pay Us any amounts owed, or Your violation of Our Platform's Prohibited Uses in Our Terms of Use, each party's aggregate liability in a Contract Year (defined below) under these Terms is limited to the total amount of Service Fees paid for the relevant Service in that Contract Year (the General Cap). For any Indemnities applicable to the Services (with the exception of those stated below), or breaches of the Confidentiality or Intellectual Property provisions, or Data Processing Addendum, each party's aggregate liability in a Contract Year under these Terms is limited to five times (5x) the total amount of Service Fees paid for the relevant Service in that Contract Year (the Super Cap).

Indemnities for Employment Services and Contractor of Record services are not subject to the General Cap or the Super Cap.

A "Contract Year" means each successive twelve (12) month period starting on the Effective Date and each anniversary of that date.

## Term and termination

7.1 **Duration.** These Terms will commence on the date You agree to the Terms on Our Platform (**Effective Date**) 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**).

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

Termination is subject to any applicable Service Terms.

- 7.3 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 Services are concluded in accordance with these Terms,
  - b. Your obligations to pay any Fees or amounts owed to Us, and
  - c. Your and Our confidentiality obligations.

### **Other important terms**

- 8.1 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.
- 8.2 Notices. Any legal notices sent under these Terms to:
- a. Remote - will be in writing to legal-notices@remote.com,
  - b. You - will be in writing to the email address listed on Your account.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 Assignment. Neither You nor We may assign any of the rights and duties under these Terms without the prior written consent of the other, except to an Affiliate or successor. Any assignment by You shall be subject to prior written notice of 30 days to Us, and a successful compliance check of the relevant parties. These Terms shall be binding upon and for the benefit of the respective successors and permitted assigns. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void.
- 8.7 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.
- 8.8 Third party rights. Nothing in this Agreement is intended to confer any rights or remedies on anyone other than the parties to the Agreement and their respective successors, representatives and assigns. The provisions of this Agreement shall not



entitle any person not a signatory to this Agreement to any rights as a third-party beneficiary, or otherwise, it being the specific intention of the parties hereto to preclude any and all non-signatory parties from any such third party beneficiary rights, or any other rights whatsoever, including any rights of enforcement of the Terms under the Contracts (Rights of Third Parties) Act 1999.

#### 8.9 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 against You 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.

8.10 Governing law. Disputes for Unpaid Fees brought in the United States of America are governed by the laws of the State of California and shall be brought exclusively in the state or federal courts of San Francisco, California, without regard to conflict of law principles. All other disputes under these Terms are governed by the laws of England and Wales.

## Service Terms

### Employment Services

**Employment Services.** Through Our Employment Services, We, as the **Employer**, engage and employ individuals to provide You services (**Employees**).

1.1 Our obligations. 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 may be handled by Remote at our discretion, subject to timely notification of taxable events by You, provision of all required documents and information by You, and applicable laws.

1.2 Your obligations. You agree to:

- provide Us accurate information to allow Us to provide You Employment Services (including, but not limited to, paid time off, holiday balances, hours worked, overtime, sick leave and any additional information necessary for Us to properly classify Employees in accordance with applicable laws),
- ensure that Employees have the professional licenses, credentials, and qualifications required to provide You services,
- ensure that Employees' working environments meet applicable occupational health and safety requirements, and
- not enter into any agreement with an Employee that is in breach of these Terms or may place Us in breach of these Terms.

Any payments required to be made by Us to the Employee (including, but not limited to, paid time off or overtime balances) are based on the documents and information available to Us and applicable laws.

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.

1.4 Terminating or Changing 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 (such as terminating Employees) at Our sole discretion. If You want to request changes or actions related to the provision of services, You must notify Remote in advance via the Platform or in writing and provide Us with the relevant information We may require. We will implement and inform Employees of any such changes or actions (as limited by these Terms, Remote's business model in a jurisdiction, and Our position as Employer); You may not inform Employees without Remote's prior consent.

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, immediate Termination under these Terms, 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.

1.6 Employment Fees: Fees payable by You for Employment Services will include:

- Our **Management Fee**, the flat monthly Service Fee charged per 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.

1.7 Invoicing. 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.

## **Intellectual Property**

2.1 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 owned by (or transferred, conveyed, or licensed to) Remote under Remote's corresponding Employment Agreements or any other agreement (**Works**).

2.2 Further Assurances. Remote (together with any Remote Affiliate providing You with Employment Services) will take all action and execute all documents as You may reasonably request to confirm and effectuate the transfer and assignment of the Intellectual Property Rights in any Works in accordance with this section. In addition, to the extent permitted by applicable law, Remote will, at Your request and sole cost and expense, but without additional compensation, execute all applications, specifications, oaths, assignments, and other instruments and perform such other acts necessary in order to apply for and obtain these Intellectual Property Rights in any Works. Remote's obligation to provide assistance will continue after the termination or expiration of this Terms. Remote will not register or apply for, in its name or any third party's name, any Intellectual Property Rights (in any country) related to the Works.

2.3 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** means any Intellectual Property Rights owned by any party other than a Remote Affiliate.

## LIABILITY

3.1 Limitation of Liability. **Indemnities for Employment Services are not subject to the General Cap or the Super Cap.**

3.2 Exclusions. **We will also not be liable to You for claims, losses, penalties, damages or negative consequences that result from or are caused by (in whole or in part) an authoritative governmental body determining, despite these Terms, that an Employee is employed by You.**

## Termination

4.1 Termination. Notice of termination will result in Remote terminating - as part of Our rights and responsibilities as Employer - all Employment Agreements in accordance with these Terms.

**Premium Employment Services.** Our Premium Employment Services include all the offerings of our Employment Services, and allow You access to dedicated support specialists, prioritised onboarding, and other premium support services. In addition to the terms for Employment Services, the following terms shall apply when You purchase Premium Employment Services.

1.1 Our obligations. For Premium 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 Service Fee charged per Employee, and
- any **Employment Fees** (with the exception of **Management Fees**).

Please note that Premium Fees will apply to all Employees.

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

## Contractor Management Services

**Contractor Management Services.** Our Contractor Management Services allow You to onboard and pay invoices for individuals You directly engage to provide You services (**Contractors**).

1.1 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.

1.2 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.

1.3 Acknowledgement. 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.

1.4 Contractor Management Fees. Fees payable by You for Contractor Management Services will include:

- a monthly Service Fee charged for each Contractor (**Contractor Management 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 Management Services.

You will be invoiced a Contractor Management 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.

**Contractor Management Plus Services.** Our Contractor Management Plus Services allow You to contract with and pay Contractors from around the world using Our Platform and Contractor Services Agreement (**CSA**), which includes standard **Terms and Conditions** tailored for each Contractor's jurisdiction and a **Statement of Work**. For these terms, Contractors shall mean only those Contractors for which You purchased Contractor Management Plus Services on the Platform. In addition to the terms for **Contractor Management Services**, the following terms shall apply when You purchase Contractor Management Plus, and take precedence over the terms for Contractor Management Services only where they conflict.

## Warranty

### 1.1 Our Service Warranty. We warrant that We will:

- provide You with a CSA to use with each Contractor that is in compliance with applicable laws governing worker classification, and
- update the CSA (via amendment, new Terms and Conditions, or a new Statement of Work) as necessary to comply with applicable worker classification laws.

### 1.2 Your Warranty. You warrant that You will:

- execute Our jurisdiction specific CSA with each Contractor,
- execute any updates to the Statement of Work (as needed to accurately reflect the services between You and a Contractor), and
- execute any updates to the CSA (as provided by Remote) with Your Contractors to maintain compliance with applicable laws or regulations.

You warrant that You will NOT:

- sign any other service agreement with a Contractor other than the CSA,
- amend or modify the CSA except as explicitly approved by Us on the Platform or in writing,
- exercise control over the manner or method by which a Contractor provides the services and deliverables, including, but not limited to:
  - whether the Contractor uses third parties to provide the services and deliverables (subject to the CSA), and
  - the work schedule, hours, or total amount of any working time.
- prevent the Contractor from being engaged, concerned, or having any financial interest in any capacity in any other business or occupation during the term of the

CSA (on the condition that, absent Your consent, such activities do not cause a breach of or interfere with the Contractor's obligations under the CSA),

- hold out a Contractor as an employee of Your business, including, but not limited to:
  - o providing a Contractor benefits, such as health insurance, time off, allowances towards healthcare or pensions, or remuneration for professional liability or other insurances,
  - o authorising a Contractor to supervise Your employees,
  - o authorising a Contractor to incur any costs or expenses in Your name,
  - o authorising a Contractor to bind You to any agreement, contract, or obligation other than those defined in the CSA,
  - o failing to delineate a Contractor from employees in organisational charts, job catalogues, directories, emails, policies, and similar communication tools,
  - o disciplining Contractors, putting them on performance improvement plans, or evaluating Contractors under the same review standards or processes applicable to employees, and
  - o applying the same pay rate (for similar services) to Contractors as You do to Your employees.

1.3 Contractors under Contractor Management Plus terms. Contractors are not employees or contractors of Remote. We are not a party to the CSA between You and Your Contractors, and You agree not to hold out or inform Contractors otherwise. The performance of Contractors under the CSA, and any disputes or claims arising from the CSA or the actions of You or Your Contractors (with the exception of those covered under Indemnities and Liability below), are solely Your responsibility.

## Fees and Payment terms

2.1 Contractor Management Plus Fees. **Fees** payable by You for Contractor Management Plus Services will include:

- Our **Contractor Management Plus Subscription Fee**, the flat monthly Service Fee charged for each of Your Contractors (**Contractor Management Plus 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 Management Plus Services.

2.2 Invoices. You will be invoiced a Contractor Management Plus Subscription Fee at the beginning of every month. Payment for Invoices is due within 14 days of receipt.

## Indemnities

3.1 Our indemnities. In addition to Our indemnities under the General Terms, We will indemnify, defend, and hold harmless You and Your employees, agents, directors, officers, and representatives for civil losses if a third party of competent legal authority

classifies a Contractor as Your employee (**Misclassification**), including all losses, damages, liabilities, costs, taxes, fines, penalties, and reasonable legal fees, to the extent they are due to:

- a breach of Our Service Warranty under these Contractor Management Plus terms.

3.2 Your indemnities. In addition to Your indemnities under the General Terms, 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, taxes, fines, penalties, and reasonable legal fees, to the extent they are due to:

- a breach of Your Warranty under these Contractor Management Plus terms.

## LIABILITY

4.1 Exclusions. We will not be liable to You for Misclassification that results from:

- Your breach of Your warranty,
- any subcontractors or third parties,
- a Contractor's economic reliance on You,
- incidents, injuries, or actions that arose prior to purchasing Contractor Management Plus Services,
- incidents, injuries, or actions that arise during a period in which You have failed to make payment to the Contractor for services rendered in accordance with the CSA,
- incidents, injuries, or actions that arise during a period in which You owe or owed Late Fees for Contractor Management Plus Services (Misclassification coverage will only resume upon payment of all Late Fees),
- incidents, injuries, or actions that occur following Termination of Contractor Management Plus Services,
- changes to laws or regulations made after Contractor Management Plus Services have been terminated for a particular Contractor.

4.2 Limitation on Liability. Liability for Misclassification (including all losses, damages, liabilities, costs, taxes, fines, penalties, and reasonable legal fees) is limited to:

- a. A maximum aggregate of \$100,000 per Contractor over the entire Term, and
- b. Up to \$1,000,000 total over the entire Term, where that total represents any indemnities claimed by You.

## Term and termination

5.1 Termination. You or We may terminate Contractor Management Plus Services for a particular Contractor at any time. Contractor Management Plus Services will terminate at the end of the month following the month in which You or We provide notice. Upon termination, the standard Contractor Management Subscription Fee will apply to these Contractor(s).



## Contractor of Record

**Contractor of Record.** For Contractor of Record services (**COR**), You are contracting with Remote to provide You with specific services and deliverables specified on the Platform (**Services and Deliverables**). As part of COR, Remote may engage with one or more **Subcontractors** to complete the Services and Deliverables via a Contractor Services Agreement (**CSA**), which includes standard terms and conditions and a statement of work. The following additional terms will apply when you purchase COR:

### Relationship and Control

- 1.1 Independent Contractor. The relationship between You, Remote, and its Subcontractors shall be that of independent contractors as detailed in the **General Terms**.
- 1.2 Our responsibilities.
  - provide a worker classification assessment - based on the information You enter in the Platform - of Your potential engagement with a Subcontractor, and
  - handle administrative actions involving Subcontractors, including onboarding, issuing stop work orders (if necessary), updates to the statement of work, and terminating the services of any Subcontractors.
- 1.3 Your responsibilities. While utilising COR You will NOT treat Remote or any of its Subcontractors as an agent or employee of Your business, including, but not limited to:
  - providing a Subcontractor benefits, such as health insurance, time off, or remuneration for professional liability or other insurances,
  - authorising a Subcontractor to supervise Your employees,
    - o supervision includes activities such as hiring, firing, or disciplining employees, directing or overseeing their day-to-day activities, providing company training, and managing work scheduling,
  - authorising a Subcontractor to incur any costs or expenses in Your name,
    - o this includes binding You to financial obligations, using Your credit cards or payment systems for expenses, negotiating rates or approving reimbursements, overseeing budgets, or having decision making in allocating Your resources,
  - authorising a Subcontractor to bind You to any agreement, contract, or obligation,
    - o this includes a Subcontractor finalizing agreements in Your name, acting as Your agent, or having authority to legally or financially commit You to contracts,
  - failing to differentiate a Subcontractor from employees in organizational charts, job catalogues, directories, emails, policies, and similar communication tools,
    - o this includes providing an email address similar to those of employees or applying employee policies to Subcontractors,
  - disciplining Subcontractors, putting them on performance improvement plans, or evaluating Subcontractors under the same review standards or processes applicable to employees, and
  - applying the same pay rate (for the same or similar services) to the Services and Deliverables as is applied to Your employees performing similar services located.

You shall also not exercise control over the manner or method by which Remote or any of its Subcontractors perform the Services and Deliverables, including:

- whether Remote or its Subcontractors use third parties to provide the Services and Deliverables (subject to the CSA),
- the tools or other instrumentalities used by Subcontractors to perform the work involved (except when necessary to ensure adequate security, safety, or legal compliance),
- terminating any Subcontractors (You may not inform Subcontractors of termination without Remote's prior consent),
- the work schedule, hours, or total amount of any working time, and
- preventing Subcontractors from being engaged, concerned, or having any financial interest in any capacity in any other business or occupation during the term of the CSA (on the condition that, absent consent, such activities do not cause a breach of or interfere with the Subcontractor's obligations under the CSA).

You may not engage any Subcontractors under COR that you have previously engaged as an employee (whether through Remote, a third-party, or otherwise).

- 1.4 No Warranty. Remote (and its Subcontractors) provide the Services and Deliverables "as is" without warranties of any kind.

## Obligations

- 2.1 Our obligations. We will:

- administer and pay Subcontractors as necessary to provide You the Services and Deliverables pursuant to a jurisdiction specific CSA (which includes standard terms and conditions and a statement of work), and
- facilitate the transfer - via the CSA and these Terms - of the relevant Intellectual Property Rights and Work Products (defined below) from Subcontractors to You.

- 2.2 Your obligations. You will:

- cooperate and promptly provide Us with true, accurate, and complete information and documents to allow Us to provide You COR services,
  - including updating Remote if your working relationship with a Subcontractor changes (Remote has discretion to adjust or terminate the Services we provide to ensure compliance),
- review, approve, and pay any invoices for Subcontractor services,
- ensure that Subcontractors have and maintain the professional licenses, credentials, qualifications, and applicable registrations necessary to provide You services, and
- not enter into any agreement with a Subcontractor that is in breach of these Terms or may place Us in breach of these Terms.

## Intellectual Property

- 3.1 Your Intellectual Property. **Each Remote Affiliate providing You with COR** hereby assigns to You absolutely, with full title guarantee, all current and future Work Products together with all Intellectual Property Rights therein, in each case to the fullest extent

permitted by law. Each such Remote Affiliate hereby waives, and shall cause each Subcontractor to waive, all moral rights in any Work Products to the extent permitted by law. For the purposes of this clause, You or Your shall mean the legal entity listed on your account that receives the Services and Deliverables from the relevant Subcontractor.

**Work Products:** all records, reports, documents, papers, drawings, transparencies, photos, graphics, logos, typographical arrangements, data, software, algorithms, improvements, works of authorship, and all other materials in whatever form, including but not limited to hard copy and electronic form, devised, developed or created by any Subcontractor in connection with the provisions of the Services and Deliverables.

3.2 Further Assurance. Remote (together with any Remote Affiliate providing You with COR will take all action and execute all documents as You may reasonably request to confirm and effectuate the transfer and assignment of the Intellectual Property Rights in any Work Products in accordance with this section. In addition, to the extent permitted by applicable law, Remote will, at Your request and sole cost and expense, but without additional compensation, execute all applications, specifications, oaths, assignments, and other instruments and perform such other acts reasonably necessary in order to apply for and obtain these Intellectual Property Rights in any Work Products. Remote's obligation to provide assistance will continue after the termination or expiration of this Terms. Remote will not register or apply for, in its name or any third party's name, any Intellectual Property Rights (in any country) related to the Works.

3.3 Background IP. To the extent that any Work Product 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** means any Intellectual Property Rights owned by any party other than a Remote Affiliate.

3.4 Liability for Intellectual Property Rights. Except as expressly set out in this section, You acknowledge and agree that We shall have no liability to You in respect of any Work Products (or any Intellectual Property Rights therein), including in relation to any claims for infringement or breach of third party rights (including Intellectual Property Rights). If You enter into separate terms with any Subcontractor governing the transfer of any Work Products or Intellectual Property Rights, or the respective liability of You and the Subcontractor in connection with any Work Products or the Intellectual Property Rights, You acknowledge and agree that Remote is not responsible for any such terms and is not (and shall not be) a party to them.

## **Fees and Payment terms**

4.1 Fees. **Fees** payable by You for COR will include:

- Subcontractor fees for the Services and Deliverables provided to You,
- Our **Contractor of Record Fee**, equal to the greater of:
  - 15% of Subcontractor fees (exclusive of VAT) for the Services and Deliverables (for purposes of COR, this will be defined as the Service Fee), or

- the flat monthly Service Fee charged for each Subcontractor (as specified on the Platform).

Where applicable, Fees for COR may also include:

- expenses incurred by Subcontractors and approved by You via the Platform,
- all costs and expenses, including losses, damages, fines, penalties, settlements, and reasonable legal fees, incurred in connection with COR services,
- indirect taxes You are responsible for paying (such as VAT, GST, consumption tax, stamp tax, or sales tax), and
- any other fees charged in connection with Contractor of Record services.

VAT or similar indirect taxes that must be paid to Subcontractors that are not deductible by Remote will be included in Fees for COR. Subcontractors are responsible for paying any applicable income, corporate, or similar taxes.

- 4.2 Invoices. Invoices for Subcontractor fees are due and payable within 14 days of Us submitting the Invoice to You for approval.

Failure to approve and/or pay an Invoice within 14 days of submission may result in Remote issuing a stop work order (**Stop Work Order**) at its discretion to any Subcontractors, directing them to immediately cease providing the Services and Deliverables and invoice for any accrued, but not yet invoiced fees.

## LIABILITY

- 6.1 **Exclusions.** We will also not be liable to You for claims, losses, penalties, damages or negative consequences that result from or are caused by (in whole or in part):

- any inaccurate information provided by You as part of the worker classification assessment,
- the conduct of any third parties that are not Subcontractors,
- a Subcontractor's economic reliance on the fees charged for providing the Services and Deliverables,
- incidents, injuries, or actions that occurred prior to purchasing COR ,
- incidents, injuries, or actions that occur during a period in which You owe or owed Late Fees,
- incidents, injuries, or actions that occur following termination of COR, a Stop Work Order, or the relevant CSA for a particular Subcontractor, and
- changes to laws or regulations made following termination of COR or the relevant statement of work for a particular Subcontractor.

- 6.2 **Limitation of Liability.** Indemnities for COR services are not subject to the General Cap or the Super Cap.

## Term and termination

- 7.1 Termination. You or We may terminate COR services or the services of a particular Subcontractor at any time by providing notice in writing or via the Platform. COR will

terminate at the end of the month following the month in which You or We provide written notice.

Notice of termination will result in Remote terminating the relevant CSAs or statement of works thereunder in accordance with these Terms.

## Payroll Services

**Payroll Services.** Through Our Payroll Services, Remote facilitates the processing of Your employees' payroll (**Payroll Employees**).

### Obligations

1.1 Our obligations. We will:

- onboard Payroll Employees for payroll processing,
- facilitate payroll and payroll tax transactions upon submission and approval by You of payroll information for all payroll cycles,
- calculate employee payroll and its associated liabilities (including, but not limited to, taxes withheld, expenses, and other payroll related costs),
- process Payroll Employees' time off requests and expenses,
- generate and transmit payslips to Payroll Employees,
- as applicable, generate a bank file for payments or process your payments to Payroll Employees, and
- provide additional adhoc services requested by You at Remote's discretion, where such services fall within Our suite of offerings.

1.2 Your obligations. You agree to:

- submit accurate and complete information required by Us to provide Payroll Services (including, but not limited to, payroll and bank account information, employee details, required powers of attorney),
- accurately classify employees (including, but not limited to exempt or non exempt, full time or part time workers) where applicable,
- ensure You complete any payroll returns to tax agencies that were due for payroll tax liabilities incurred prior to using 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 Payroll Employees (cancellation must be prior to any official payroll run by Us), and
- review, approve and finalise payroll information generated by Us.

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; and (iv) Remote does not assume liability for any misclassification of Payroll Employees by You.

## Fees

2.1 Payroll Fees. Fees payable by You for 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 monthly Service Fee charged per Payroll Employee,
- any fees associated with year end close activities (such as mandatory annual reports),
- 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 Payroll Employees. All ad hoc services will commence upon Your approval of costs, and
- all costs and expenses, including losses, damages, fines, penalties, settlements, and reasonable legal fees, incurred in connection with Payroll services.

## Indemnities

3.1 In addition to Your Indemnities under the General Terms, 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, taxes, fines, penalties, and reasonable legal fees, to the extent they are due to:

- any payroll setup, calculations, payments, or taxes withheld prior to the commencement of Our Payroll Services.

## Termination

4.1 Termination. You or We may terminate these Payroll Services at any time, by providing at least 90 days' prior written notice.

## Human Resource Information System

**Human Resources Information System (HRIS)**. Remote's HRIS allows You to effectively and efficiently manage Service Providers via the Remote Platform.

1.1 Our obligations. We will give You access to software and services to help You manage Service Providers. This may include, but is not limited to:

- managing human resource tasks (such as time off requests, time tracking, and expense management),
- managing data, and
- facilitating onboarding and offboarding Service Providers directly engaged by You.

1.2 Electronic Signatures. HRIS may include an e-signature feature for signing documents. The feature is provided for convenience only and does not include Qualified Electronic Signatures (QES) or other legally recognized authentication measures. You are responsible for ensuring compliance with applicable laws, including electronic

signature laws. Remote does not make any representations, warranties, or guarantees regarding the legal validity or enforceability of any documents executed through HRIS and assumes no liability for such documents.

- 1.3 **Acknowledgment.** Except as provided explicitly in the Terms, Service Providers are not employees or contractors of Remote, Remote is not a party to any agreements between You and these Service Providers, and You agree not to inform or allow these Service Providers to believe otherwise.
- 1.4 **No warranty.** Except as provided explicitly in the Terms, Your use of HRIS to manage Service Providers, the performance of Service Providers, and any disputes or claims arising from the same, are solely Your responsibility. Remote provides HRIS “as is” without warranties of any kind.

## **Fees and Payment Terms**

- 2.1 **HRIS Fees.** Fees payable by You for HRIS will include:

- Our **HRIS Service Subscription Fee**, the flat monthly Service Fee charged per Service Provider, and
- any other fees charged in connection with HRIS.

## **Liability**

- 3.1 **Exclusions.** We will not be liable to You for claims, losses, penalties, damages or negative consequences that result from or are caused by (in whole or in part) an authoritative governmental body determining, despite these Terms, that a Service Provider is employed by You.

## **Remote Recruit**

**Remote Recruit** allows You to source, track, and gain insights into global talent.

- 1.1 **Our Obligations.** As part of this Service, We will:

### **Talent Sourcing with Posted Jobs**

- provide access to Remote’s Recruit network through our job board,
- enable You to post job openings on the job board via the Platform,
- provide tools to monitor job posting performance, including visibility and engagement, and
- deliver data-driven candidate profiles based on job postings

### **Application Tracking (ATS)**

- offer You a recruitment process supported by data-driven candidate recommendations, and

- enable You to:
  - move candidates between basic recruitment stages, and
  - export resumes for review and record-keeping.

## Talent Insights

- provide data-driven insights to inform and support Your hiring strategy, including:
  - talent availability: view the talent pool size by country for specific roles,
  - supply/demand data: leverage up to date data to identify market gaps and trends,
  - salary comparisons: compare salaries across locations with real-time data,
  - hiring budget: assess whether the total cost of hiring fits within Your budget, and
  - termination complexity: understand compliance requirements for employee terminations in specific jurisdictions.

### 1.2 Your Obligations. You will:

- be solely responsible for the content of job postings and ensuring they comply with applicable laws and do not contain any unlawful information,
- ensure that job postings do not infringe any third-party intellectual property rights, trademarks, or proprietary content,
- adhere to all regulatory obligations related to automated hiring practises, including but not limited to compliance with Automated Employment Decision Tools (AEDT) laws where applicable,
- not rely solely on AI functionalities or outputs within Remote Recruit or Apriora for decision making and You shall ensure that all AI-generated recommendations, insights or candidate assessments are subject to human oversight and review prior to any employment related decision,
- be responsible for any employment decision, including but not limited to candidate selection, hiring, classification, compensation, compliance with labor laws and termination,
- not send unsolicited communications to, or contact, any individuals whose information You receive through Remote Recruit after they have opted out of receiving such communication, and
- use Remote Recruit tools and insights solely for Your internal recruitment purposes. You shall not resell, distribute, sublicense, or otherwise provide access to any data obtained from Remote Recruit to third-parties.

### 1.3 Third-Party AI Interview Tool – Apriora.

Remote may direct job candidates to Apriora, a third-party AI-powered interview tool, so that they can access and use Apriora's interview service (Apriora Service) at their discretion. Some or all outputs from the Apriora Service (Apriora Output) regarding a job candidate may be displayed in Remote Recruit, at the candidate's discretion. If You choose to access or use any Apriora Output:



- You acknowledge that Remote does not warrant the accuracy, legality or compliance of Apriora functionalities, outputs, or recommendations,
- Your use of Apriora Output is optional, solely at Your discretion and subject to Apriora's own terms and privacy policy, which You are responsible for reviewing and accepting before use,
- You remain solely responsible for ensuring compliance with all applicable laws, including but not limited to employment, data protection, AI, Automated Employment Decision Tools (AEDTs), and anti-discrimination laws when using Apriora Output, and for any legal obligations thereunder related to your use.

Whether any action or inaction constitutes use of Apriora Output shall be determined in accordance with applicable laws.

1.4 Intellectual Property - Apriora. If You choose to access or use Apriora Output, You acknowledge and agree that:

- We own all Intellectual Property rights over data, or information You submit to Apriora ("Input Data"), as well as the AI generated insights, recommendation, and interview data ("Output data") that is produced and subsequently transferred to Us,
- Apriora retains ownership and control over its AI technology and underlying processes,
- Apriora's Intellectual Property policies and terms will still govern its technology and underlying AI processes, but any resulting Output data received by Us will be treated as Our Intellectual Property,
- We shall not be responsible for any Intellectual Property disputes, claims, or liabilities arising from Your use of Apriora and Output data, including but not limited to allegations of infringement, misappropriation, or ownership conflicts related to AI-generated content.

It is Your sole responsibility to ensure that Your use of Apriora aligns with Your internal policies and applicable laws governing AI-generated content, ownership, and attribution.

#### 1.5 Subscription and Fees

You agree that Remote Recruit is provided on a recurring subscription basis. Subscriptions are billed monthly, beginning on the date You subscribe to Remote Recruit.

Your subscription will automatically renew at the end of each billing cycle (monthly or yearly, as applicable) at Remote's then-applicable rates, unless You provide notice of cancellation in accordance with these Terms or the subscription is otherwise terminated. You expressly authorize Remote to charge the applicable subscription fees to Your designated payment method on a recurring basis, without the need for further consent, until cancellation is effective.

You may upgrade Your subscription at any time. Upon upgrade, the price difference for the remainder of the then-current billing cycle will be charged at checkout, and Your usage limits will immediately reflect the upgraded plan. You may also downgrade Your subscription at any time. Your Usage limits will adjust immediately to reflect the downgraded plan; however, You

will remain liable for the full subscription fee applicable to the original plan for the current billing cycle. The downgraded pricing will take effect from the start of the next billing cycle.

You may cancel at any time by logging into Your account and navigating to “Cancel subscription” on Your Remote Recruit dashboard. Your cancellation will be effective immediately, and access to the service will continue through to the end of the current billing cycle. To avoid charges for the next billing cycle, cancellation must be received before the end of the current billing period. No refunds or credits will be issued for partial months or years of Service, unused features, or plan downgrades during an active billing cycle.

Fees payable by You for Remote Recruit will include:

- a Recruit plan subscription fee as selected by You on the Platform (**Service Fees**), and
- any additional fees for advanced tools or insights, as selected by You on the Platform.

By enrolling on the Platform, You consent to these subscription terms and the recurring payment authorization above.

1.6 No Warranty. Remote Recruit is provided as-is, and We make no guarantees regarding:

- the quantity, quality, availability, accuracy, or suitability of candidates provided through data-driven recommendations, job postings or by any other means,
- any data, including data-generated recommendations, market insights, or candidate profiles, or that they will be accurate, complete, current, or error-free,
- any data from third-party providers, or that they will be uninterrupted, secure, or free from inaccuracies,
- the legality of any job postings on Remote Recruit,
- specific hiring outcomes, including successful placements, or
- the accuracy, completeness or currency of salary benchmarks, talent supply/demand data, costs, country compliance rules or any other market insights.

You acknowledge that compliance with data privacy, employment regulations, and AI-related legal frameworks is solely your responsibility. We do not guarantee that data obtained through Remote Recruit will comply with applicable employment, privacy, or regulatory laws in your jurisdiction.

We do not guarantee the continuous availability or retention of any data. Certain data sets or AI-generated insights may be modified, restricted, or removed based on third-party provider requirements or legal obligations.

1.7 Exclusion of Liability

To the maximum extent permitted by law, We shall not be liable for claims, losses, penalties, damages or negative consequences that result from or are caused by (in whole or in part):

- Your use of Remote Recruit or Apriora,

- content of job postings made by You or any failure to comply with employment laws related to hiring decisions,
- any losses, costs, or claims arising from Your reliance on insights, recommendations, or data generated by Remote Recruit or Apriora
- any hiring or employment- related decisions or classifications You made based on data-driven recommendations,
- any regulatory obligations related to automated hiring practices, including compliance with Automated Employment Decision Tools (AEDT) laws where applicable.

Remote does not control or assume responsibility for the functionality, reliability, or compliance of Apriora or any other third-party tools integrated into Remote Recruit. Your use of such third-party tools is at Your sole risk, and any disputes, claims, or liabilities arising from Your use of them shall be addressed directly with the respective third-party provider.

## Ask an Expert

Remote's Ask an Expert Services allow You to access one-on-one, general guidance sessions with Our internal subject-matter specialists on employment-related topics.

### 1.1 Our Obligations. We will:

- make available to You the agreed number and duration of one-on-one sessions with Our specialists each month, and
- provide in these sessions general guidance on employment-related matters, including but not limited to sick leave, family leave, statutory leave, employee performance, separation, taxation, mobility, employment contracts, and occupational health and safety requirements.

### 1.2 Your Obligations. You will:

- use the Ask an Expert Services solely for Your internal business purposes,
- ensure that questions posed during sessions relate to employment-related matters within the intended scope of the Ask an Expert Services, such as the topics listed above or other similar employment-related topics Remote may support, and
- not disseminate or distribute any information received through Ask an Expert Services without Our prior written consent.

### 1.3 Acknowledgments.

- Ask an Expert Services are provided solely for general informational purposes and do not constitute legal advice or representation, tax advice, immigration advice, financial advisory services, or any other regulated professional service.
- We make no warranties or guarantees regarding the accuracy, completeness, reliability, timeliness or applicability of any guidance provided.
- You remain solely responsible for Your compliance with all applicable laws and regulations.

- Notwithstanding any information provided through the Ask an Expert Services, where Remote provides Employment Services, We, as the Employer, retains sole and exclusive responsibility for implementing any changes to Employment Agreements or Employment Services and taking any administrative actions concerning Employees (such as terminating Employees).

#### 1.4 Subscription and Fees.

You agree that Ask an Expert Services are provided on a recurring subscription basis. Subscriptions are billed monthly, beginning on the first (1st) calendar day of each month. If You subscribe on a date other than the first, access begins immediately, and the first payment will be charged on the next billing date.

Your subscription will automatically renew at the end of each billing cycle at Remote's then-applicable rates, unless You provide notice of cancellation in accordance with these Terms or the subscription is otherwise terminated. You expressly authorize Remote to charge the applicable subscription fees to Your designated payment method on a recurring basis, without the need for further consent, until cancellation is effective.

You may cancel at any time by logging into Your account and navigating to "Cancel Plan" on Your Ask an Expert dashboard. Your cancellation will be effective immediately, and access to the service will continue through to the end of the current billing cycle. To avoid charges for the next billing cycle, cancellation must be received before the end of the current billing period. All fees are non-refundable, and unused sessions will expire at the end of the billing cycle.

Fees include:

- a monthly subscription Service Fee, as set out on the Platform, and
- any additional ad-hoc fees incurred in connection with the Services.

By enrolling on the Platform, You consent to these subscription terms and the recurring payment authorization above.

#### **Liability.**

- 2.1 Exclusions. We will not be liable to You for claims, losses, penalties, damages or negative consequences that result from or are caused by (in whole or in part) any decisions You make, actions You take, or outcomes You experience in connection with Your use of Ask an Expert Services, or for any failure to achieve legal compliance or other intended results based on information provided through Ask an Expert Services.

## Remote Equity

**Remote Equity Essentials.** Remote Equity allows You to access tools and information to manage Equity Awards for Employees.

1.1. Our obligations. We will:

- provide You access to country-specific information on local tax and reporting obligations related to Equity Awards granted to Employees, and
- ensure compliance, as Employer, with Our legal, tax, and reporting obligations related to the Equity Awards of Employees.

1.2. Your obligations. You will:

- disclose any past or future Equity Awards made to Employees,
- immediately disclose any exercise or settlement of Equity Awards by Employees, and
- be responsible for the accuracy and completeness of any information provided to Us or entered and used within the Platform.

1.3. Acknowledgment. You acknowledge that the information provided in Remote Equity Essentials is for informational purposes only and does not constitute legal, tax, accounting, or financial advice. We do not make any express or implied representations, warranties, or guarantees that the information is accurate or complete regarding Employees' specific circumstances or tax outcomes. You remain responsible for (i) ensuring compliance with any legal, tax, and reporting obligations to be borne by the issuer of Equity Awards, (ii) administering Your own equity plans; and (iii) any claims, losses, penalties or negative consequences that result therefrom.

1.4. Equity Admin Fees. Unless otherwise agreed in writing by You and US, fees payable by You for Remote Equity Essentials will include a monthly Service Fee charged in connection with Remote Equity Essentials Services.

Equity Admin Fees will apply to all Employees that have received an Equity Award. If You do not respect Your obligation to disclose any past or future Equity Award made to Employees within 30 days after (i) the Equity Award grant date or (ii) You agreed to these Terms, a one-off fee of 500 USD per grant made less than 1 year ago and 1,000 USD per grant made more than 1 year ago will be applied, unless otherwise agreed in writing by You and Us.

**Remote Equity Advanced.** Our Remote Equity Advanced Services include all the offerings of Remote Equity Essentials, and allow You access to Equity Insights and Equity Workflow, and other premium support services. In addition to the terms for Remote Equity Essentials, the following terms shall apply when You purchase Remote Equity Advanced Services.

1.1 Our obligations. For Remote Equity Advanced Services, We will:

- provide You with access to Our Platform, enabling You to use analytics, data, team administration functionality, ESOP pool modelling, and other features to assist with equity management (**Equity Insights**),
- offer You the functionality to administer the grant of stock options and virtual stock options/stock appreciation rights/phantom stocks to Your grantees, and generate personalized documentation (**Equity Workflow**), and

- implement the Equity Awards generated via the Equity Workflow in Your cap table solutions management.

1.2 Remote Equity Advanced Fees. Fees payable by You for Remote Equity Advanced Services will include a flat yearly fee charged in connection with Remote Equity Advanced Services.

## Perform

**Perform.** Remote's Perform allows You to streamline Your employee development and review process via the Remote Platform.

- 1.1 Our obligations. We will give You access to software and services to help You manage Your performance management process, including:
- performance review cycles with customizable assessment frameworks,
  - feedback tools for continuous improvement,
  - a private space for Your Service Providers to document their professional growth and achievements.
- 1.2 Acknowledgment. Except as provided explicitly in the Terms, Service Providers are not employees or contractors of Remote, Remote is not a party to any agreements between You and these Service Providers, and You agree not to inform or allow these Service Providers to believe otherwise.
- 1.3 No warranty. Except as provided explicitly in the Terms, Your use of Perform to manage Service Providers, the performance of Service Providers, and any disputes or claims arising from the same, are solely Your responsibility. Remote provides Perform "as is" without warranties of any kind.

## Fees and Payment Terms

- 2.1 Perform Fees. Fees payable by You for Perform will include:
- **Perform Subscription Fee**, the flat monthly Service Fee charged per Service Provider, and
  - any other fees charged in connection with Perform.

## LIABILITY

- 3.1 **Exclusions. We will not be liable to You for claims, losses, penalties, damages or negative consequences that result from or are caused by (in whole or in part) an authoritative governmental body determining, despite these Terms, that a Service Provider is employed by You.**

## Local Terms

In all jurisdictions where You receive Employment Services, these Terms apply to You and Our Affiliates to the extent not superseded by any Local Terms. Employees may be assigned (**Assigned**), as part of their Employment Agreement, to provide their services to You (each an **Assignment**). In the jurisdictions where Our Affiliates operate as a consultancy service, Employees are considered consultants (**Consultants**) under these Terms.

In the below countries, these Terms constitute a direct agreement between You and:

- **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 - Suite 2, Level 25, 100 Miller Street, North Sydney, Australia; registered number 51 646 519 342
- **Bangladesh**: Remote Technology Bangladesh Ltd. 9th Floor, High Tower, 9 Mohakhali C/A, Dhaka 1212, Bangladesh
- **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
- **Bosnia and Herzegovina** - Remote Technology BH d.o.o. Sarajevo. Maršala Tita 48, 71000 Sarajevo
- **Cambodia** - Remote Technology Services (Cambodia) Co., Ltd., #306BCD, 3rd floor, Monivong Blvd (93) Sangkat Chaktomuk, Khan Daun Penh, Phnom Penh - 120204, Cambodia; registered number 1000112607
- **Costa Rica** - REMOTE COSTA RICA LIMITADA SRL - Rafael de Escazú, Edificio Terraforte, Second Floor, San José; registered number 3-102-812046
- **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
- **El Salvador** - REMOTE EL SALVADOR, LIMITADA DE CAPITAL VARIABLE - Edificio Avante, local 5-01, Blvd. Luis Poma, Santa Elena, Antiguo Cuscatlán, La Libertad, El Salvador CP 01502
- **Georgia** - Remote Georgia LLC, Georgia, Tbilisi, Vake district, I. Chavchavadze avenue, N39, mezzanine, 405464581
- **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
- **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
- **Kosovo** - Remote Kosovo L.L.C. - Ali Pashë Tepelena Street, Ivy Residence No. 12/c, 10000 Prishtina, Kosovo; registered number 812153443
- **Kyrgyzstan** - Remote KG LLC - 33/1 Razzakov Street, Bishek; registered number 201418 - 3300 - ЖЧК

- **Lebanon** - Remote Lebanon SAL - 109 Marfaa, 2nd floor, Allenby Street, Downtown, Beirut, Lebanon
- **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)
- **Mongolia** - Remote Tech Mongolia LLC / Римөүт Тек Монголиа ХХК - 7th floor, The Landmark Building, Sukhbaatar, Ulaanbaatar; registered number 6782337
- **Netherlands** - Remote B.V., Kraijenhoffstraat 137A, 1018RG, Amsterdam, The Netherlands 76389197; KvK, and vestigingsnummer 000044189508, 8606.08.967 (RSIN)
- **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
- **Paraguay** - Remote Paraguay S.A. - Roque Centurión Miranda N° 1625 c/ Avenida San Martín, Edificio Studio Park, piso 4, Asuncion; registered number 80119731-7
- **Puerto Rico** - Remote Technology Puerto Rico LLC - 450 Avenida de la Constitución, Suite 200, San Juan, Puerto Rico 00901; registration number is 519791
- **Singapore** - Remote Tech Singapore Pte. Ltd. - 2 SHENTON WAY #18-01 SGX CENTRE I, Singapore; registered number 202037510D
- **Sweden** - Remote Technology Sweden AB - P.O. BOX 16285, 103 25, Stockholm; registered number 559282-0327
- **Taiwan** - 瑞募途台灣有限公司 (Remote Taiwan Ltd.) - 11F, No.1, Songzhi Rd., Xinyi Dist., Taipei City 11047, Taiwan; registered number 90619898
- **Thailand** - Remote (Thailand) Ltd (บริษัท รีโมต (ไทยแลนด์) จำกัด) - Bangkok Bhiraj Tower, Level 30, Bhiraj Tower at EmQuartier, 689 Sukhumvit Road (Soi 35), Klongton Nuea, Vadhana, Bangkok 10110; registered number 0105567061799
- **United Kingdom** - Remote Technology Services Ltd - 5 New Street Square EC4A 3TW, London; registered number 12387671

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

**Albania** - Remote Albania SHPK (**Remote Albania**) - TIRANE Rr. Reshit Çollaku, Pallati Classic Construction, H. 2, Kati 2, Nr. 12, Njësia Bashkiake nr. 10, Tiranë, Shqipëri. Postal code 1001; Registration No: M22012002C

#### Working Procedure.

- 1.1 Remote Albania will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Albania providing services to You under the direction of Remote Albania.
- 1.3 Both You and Remote Albania will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.



Obligations.

- 2.1 Remote Albania will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Albania will communicate to all Employees the applicable employment terms and conditions based on the Albanian Labour Code.
- 2.3 Remote Albania will be responsible at all times for Employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Albania acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Albania declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Albania will remain responsible for all sanctions and termination related communication with its Employees.

**Argentina** - Remote Argentina SRL (**Remote Argentina**), Av. Pueyrredón 2362, 4th. "A", Ciudad Autónoma de Buenos Aires, Registration number 30-71635653-8'

Working Procedure.

- 1.1 Remote Argentina will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Argentina providing services to You under the direction of Remote Argentina.
- 1.3 Both You and Remote Argentina will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Argentina will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Argentina will communicate to all Employees the applicable employment terms and conditions based on the Labour Contract Law.
- 2.3 Remote Argentina will be responsible at all times for Employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Argentina acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Argentina declares that all Employees Assigned to You hereunder will comply with such legislation.

- 2.6 Remote Argentina will remain responsible for all sanctions and termination related communication with its Employees.

**Austria** - Remote Austria GmbH, Wagramer Strasse 19, 3. Stock, 1220 Wien, Austria, Registration number ATU76000248

Working Procedure.

- 1.1 Remote Austria will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Austria providing services to You under the direction of Remote Austria.
- 1.3 Both You and Remote Austria will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Austria will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Austria will communicate to all Employees the applicable employment terms and conditions based on Austrian labour laws.
- 2.3 Remote Austria will be responsible at all times for Employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Austria acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Austria declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Austria will remain responsible for all sanctions and termination related communication with its Employees.

**Belarus** - RTB Technology Services LLC (**Remote Belarus**), Internatsionalnaya Street, Building 36-1, Office 824, Suite 13a, Minsk, Registration number 192845191

Working Procedure.

- 1.1 Remote Belarus will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Belarus providing services to You under the direction of Remote Belarus.
- 1.3 Both You and Remote Belarus will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Belarus will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Belarus will communicate to all Employees the applicable employment terms and conditions based on the Belarusian Labour Code.
- 2.3 Remote Belarus will be responsible at all times for Employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Belarus acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Belarus declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Belarus will remain responsible for all sanctions and termination related communication with its Employees.

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

Working Procedure.

- 1.1 Remote Belgium will assign its Employees 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 Employees (i) shall be in compliance with Your obligations with respect to occupational health, safety and welfare at work (such as that Employees 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 Employees.

Your Obligations.

- 2.1 The below are permitted instructions for You with regard to Employees, which shall in no way affect the Employer's authority vested in Remote Belgium over Employees:
  - 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 Employees 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, authorisation 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 Employees,
  - 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 Employees. 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 Employee(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 Employees and You agree not to issue any direct instructions to Employees 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

Remote Bulgaria provides the following services in Bulgaria:

- a. where We assign Our Employees to specific tasks requested by You pursuant to an Assignment (**Temporary Working Agency Model**), and
- b. where We provide consulting and solutions services tailored as per Your needs (**Consultancy Model**).

### **Temporary Working Agency Model:**

#### Working Procedure.

- 1.1 Remote Bulgaria will assign its 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.

### **Consultancy Model:**

#### Working Procedure.

- 1.1 You appoint Remote Bulgaria to provide project services (Project Services) entered into the Platform and described in detail in a separate addendum through our own employees and contractors (**Personnel**).
- 1.2 To the extent We are engaged in the provision of the Project Services, We shall report to and receive operational and commercial instructions and guidance of Your authorized personnel. We shall, through Our own authorized representative, notify our Personnel on the instructions and guidance received from You.
- 1.3 You may engage other vendors in relation to the provision of services the same as or similar to the Project Services. We may provide services the same as or similar to the Project Services to other clients.

#### No Employee Leasing under Consultancy Model

- 2.1 Remote Bulgaria and You hereby agree that no contractual or other legal relationship beyond these terms shall be established (i) between Remote Bulgaria and You, and (ii) no employment agreement shall be established between You and the Personnel. In particular, no relationship regarding employee leasing between You and Remote Bulgaria and no employment relationship between You and the Personnel shall be established under the Consultancy Model.
- 2.2 You warrant, covenant and undertake that the way in which You will engage with Remote Bulgaria 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:
  - control, supervise, or direct any Personnel as to how they perform the Project Services,
  - in any way whatsoever integrate the Personnel into Your operational organisation or that of any of Your affiliates,
  - treat the supply of any of the Project Services via us as a provision of personnel service (it being accepted that we can replace any Personnel in accordance with these terms).

#### Your and Our Obligations.

- 3.1 In case that You consider that the performance of the Project Services by us is unsatisfactory for a reason which is due to individual employees' performance, You are entitled to request in writing to replace such Personnel physically involved in the provision of the Project Services.
- 3.2 We shall supply the Project Services with the due care, skill and diligence and shall co-operate with You generally, and in particular: a. comply with all reasonable requests, instructions and directions issued by You; and b. respond promptly, accurately and adequately to all reasonable requests made by You in relation to the Project Services;
- 3.3 You will provide Us in a duly and timely manner with all information and with all necessary assistance so that we can provide the Project Services as much efficiently as possible.

**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.

**Chile** - Remote Chile SpA (**Remote Chile**), Gertrudis Echenique 30, office 32, Las Condes - Santiago, Registration number RUT N°77.281.926-9

Working Procedure.

- 1.1 Remote Chile will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Chile providing services to You under the direction of Remote Chile.
- 1.3 Both You and Remote Chile will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Chile will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Chile will communicate to all Employees the applicable employment terms and conditions based on the Chilean Labour Code.
- 2.3 Remote Chile will be responsible at all times for Employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Chile acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Chile declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Chile will remain responsible for all sanctions and termination related communication with its Employees.

**China** - Remote (Shanghai) Global Employment Services Co., Ltd. (**Remote China**) - Room 1903, 19th Floor, No.993 West, Nanjing Road, Jing'An District, Shanghai; Unified Social Credit Code 91310000MACUAMP18G

Working Procedure.

- 1.1 Remote China 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 China will designate representatives on the Platform to provide any instruction or comment regarding the performance of Employment Services.

**Colombia** - Remote Technology Colombia S.A.S. (**Remote Colombia**), Cra. 12 # 89 - 33 P6, Bogota, Registration number AB20218809

Working Procedure.

- 1.1 Remote Colombia will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Colombia providing services to You under the direction of Remote Colombia.
- 1.3 Both You and Remote Colombia will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Colombia will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Colombia will communicate to all Employees the applicable employment terms and conditions based on the Colombian Labour Code.
- 2.3 Remote Colombia will be responsible at all times for Employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Colombia acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Colombia declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Colombia will remain responsible for all sanctions and termination related communication with its Employees.

**Croatia** - Remote Technology Croatia d.o.o. (**Remote Croatia**), Horvatova ulica 80, 10010 Zagreb, Registration number 81368308

Working Procedure.



- 1.1 Remote Croatia will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Croatia providing services to You under the direction of Remote Croatia.
- 1.3 Both You and Remote Croatia will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Croatia will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Croatia will communicate to all Employees the applicable employment terms and conditions based on the Labour Act of Croatia.
- 2.3 Remote Croatia will be responsible at all times for Employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Croatia acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Croatia declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Croatia will remain responsible for all sanctions and termination related communication with its Employees.

**Cyprus - Remote Cyprus Ltd (Remote Cyprus)**, Spyrou Kyprianou, 47 1st floor Mesa Geitonia, Limassol, Cyprus, Registration number 421102

Working Procedure.

- 1.1 Remote Croatia will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Croatia providing services to You under the direction of Remote Cyprus.
- 1.3 Both You and Remote Cyprus will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Cyprus will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Cyprus will communicate to all Employees the applicable employment terms and conditions based on the labour laws of Cyprus. .

- 2.3 Remote Cyprus will be responsible at all times for Employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Cyprus acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Cyprus declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Cyprus will remain responsible for all sanctions and termination related communication with its Employees.

**Czech Republic** - Technology Czech s.r.o (**Remote CZ**), Pobřežní 394/12, Karlín, 186 00, Prague, Registration number 9590781

Working Procedure.

- 1.1 Remote CZ will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote CZ providing services to You under the direction of Remote CZ.
- 1.3 Both You and Remote CZ will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote CZ will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote CZ will communicate to all Employees the applicable employment terms and conditions based on the Czechian Labour Code.
- 2.3 Remote CZ will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote CZ acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote CZ declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote CZ will remain responsible for all sanctions and termination related communication with its Employees.

**Denmark** - Remote Technology ApS. (**Remote Denmark**), Harbour House, Sundkrogsgade 21, Copenhagen, Registration number 41 28 64 90

Working Procedure.

- 1.1 Remote Denmark will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Denmark providing services to You under the direction of Remote Denmark.
- 1.3 Both You and Remote Denmark will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Denmark will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Denmark will communicate to all Employees the applicable employment terms and conditions based on the Danish Act of Employment.
- 2.3 Remote Denmark will be responsible at all times for Employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Denmark acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Denmark declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Denmark will remain responsible for all sanctions and termination related communication with its Employees.

**Ecuador** - Remote Ecuador Remotedor S.A.S. (**Remote Ecuador**), Avenida 12 de Octubre N24 – 739 y Avenida Colón, Edificio Boreal, piso 13, oficina 1306, Quito – Ecuador

Working Procedure.

- 1.1 Remote Ecuador will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Ecuador providing services to You under the direction of Remote Ecuador.
- 1.3 Both You and Remote Ecuador will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Ecuador will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Ecuador will communicate to all Employees the applicable employment terms and conditions based on the Ecuador Labour Code.

- 2.3 Remote Ecuador will be responsible at all times for Employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Ecuador acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Ecuador declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Ecuador will remain responsible for all sanctions and termination related communication with its Employees.

**Egypt** - Remote Egypt for Outsourcing Services (**Remote Egypt**), 3 Saad El-Din St, Al-Mobtadiyan, Al-Sayeda Zainab, First floor, Apt Nr. 4, Cairo, Registration number 180132

Working Procedure.

- 1.1 Remote Egypt will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Egypt providing services to You under the direction of Remote Egypt.
- 1.3 Both You and Remote Egypt will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Egypt will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Egypt will communicate to all Employees the applicable employment terms and conditions based on the labour laws of Egypt.
- 2.3 Remote Egypt will be responsible at all times for Employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Egypt acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Egypt declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Egypt will remain responsible for all sanctions and termination related communication with its Employees.

**Estonia** - Remote Estonia OÜ (**Remote Estonia**), Harju maakond, Kesklinna linnaosa, Pärnu mnt 158, Tallinn, Registration number 16189732

Working Procedure.

- 1.1 Remote Estonia will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Estonia providing services to You under the direction of Remote Estonia.
- 1.3 Both You and Remote Estonia will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Estonia will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Estonia will communicate to all Employees the applicable employment terms and conditions based on the Estonian Labour Code.
- 2.3 Remote Estonia will be responsible at all times for Employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Estonia acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Estonia declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Estonia will remain responsible for all sanctions and termination related communication with its Employees.

**Finland** - Remote Finland Oy (**Remote Finland**), Uudenmaankatu 1-5 00120 Helsinki, Finland, Registration number 3203846-8

Working Procedure.

- 1.1 Remote Finland will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Finland providing services to You under the direction of Remote Finland.
- 1.3 Both You and Remote Finland will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Finland will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Finland will communicate to all Employees the applicable employment terms and conditions based on the Finland Labour Code.

- 2.3 Remote Finland will be responsible at all times for Employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Finland acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Finland declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Finland will remain responsible for all sanctions and termination related communication with its Employees.

**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 assign its Employees 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.

**Germany** - Remote Solutions Germany, GmbH (**Remote Germany**) - Bockenheimer Landstrasse 2-4, 60306 Frankfurt am Main, Germany; trade registry number HRB 287562

**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).

**Greece** - Remote Greece S.M.P.C, Zaloggou 4, 15343 Agia Paraskevi, Athens, Registration number 159109403000

Working Procedure.

- 1.1 Remote Greece will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Greece providing services to You under the direction of Remote Greece.
- 1.3 Both You and Remote Greece will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Greece will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Greece will communicate to all Employees the applicable employment terms and conditions based on the Labour Contract Law.
- 2.3 Remote Greece will be responsible at all times for Employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Greece acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Greece declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Greece will remain responsible for all sanctions and termination related communication with its Employees.

**Hong Kong** - Remote Hong Kong Limited, Hong Kong is 3806 Central Plaza, 18 Harbour Road, Wanchai, Hong Kong, Registration number 72761365-000-03-21-0



Working Procedure.

- 1.1 Remote Hong Kong will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Hong Kong providing services to You under the direction of Remote Hong Kong.
- 1.3 Both You and Remote Hong Kong will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Hong Kong will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Hong Kong will communicate to all Employees the applicable employment terms and conditions based on the Labour Contract Law.
- 2.3 Remote Hong Kong will be responsible at all times for Employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Hong Kong acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Hong Kong declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Hong Kong will remain responsible for all sanctions and termination related communication with its Employees.

**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.

- 2.1 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.

2.2 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).

2.3 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.

**Iceland** - Remote Technology Iceland ehf, Enor ALT ehf., Höfðabakka 9

Working Procedure.

- 1.1 Remote Iceland will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Iceland providing services to You under the direction of Remote Iceland.
- 1.3 Both You and Remote Iceland will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Iceland will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Iceland will communicate to all Employees the applicable employment terms and conditions based on the Labour Contract Law.
- 2.3 Remote Iceland will be responsible at all times for Employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Iceland acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Iceland declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Iceland will remain responsible for all sanctions and termination related communication with its Employees.

**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 assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees 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 Employees, assumes all employer responsibilities as it relates to the Employees, 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 Employee 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 Employees.

Your Obligations.

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

**Indonesia** - PT Remote Tech Indonesia, Gedung Intiland Tower Lt 19

Working Procedure.

- 1.1 Remote Indonesia will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Indonesia providing services to You under the direction of Remote Indonesia.
- 1.3 Both You and Remote Indonesia will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Indonesia will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Indonesia will communicate to all Employees the applicable employment terms and conditions based on the Indonesian Labour Code.
- 2.3 Remote Indonesia will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Indonesia acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.

- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Indonesia declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Indonesia will remain responsible for all sanctions and termination related communication with its Employees.

**Ireland** - Remote Management Technology Limited, 1st Floor, 9 Exchange Place, I.F.S.C., Dublin 1, D01 X8H2, Ireland, Registration number 667383 (BRN)

Working Procedure.

- 1.1 Remote Ireland will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Ireland providing services to You under the direction of Remote Ireland.
- 1.3 Both You and Remote Ireland will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Ireland will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Ireland will communicate to all Employees the applicable employment terms and conditions based on the Employment Rights Acts.
- 2.3 Remote Ireland will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Ireland acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Ireland declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Ireland will remain responsible for all sanctions and termination related communication with its Employees.

**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 assign its Employees 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 authorised 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 authorised 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 notice of termination of these Terms pursuant to the Termination clause under the General 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 immediate termination of these Terms pursuant to the Termination clause of the General Terms and without waiver of the parties 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.

**Latvia** – SIA Remote Latvia (**Remote Latvia**) – Tērbatas iela 14 – 3, Rīga, LV-1011, Republic of Latvia; registration number 40203487799

- 1.1 Remote Latvia 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 Latvia acts as a temporary employment agency as defined in the Article 17 of the Support for Unemployed Persons and Persons Seeking Employment Law of the Republic of Latvia, while You act as a beneficiary of temporary work. Remote Latvia hereby warrants that it meets all the requirements established to temporary employment agencies by the legislation of the Republic of Latvia.

**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.

**Luxembourg** - Remote Luxembourg S.à r.l., Rue de Turi, 2nd Floor, L-3378, Livange, Luxembourg, Registration number B259352

#### Working Procedure.

- 1.1 Remote Luxembourg will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Luxembourg providing services to You under the direction of Remote Luxembourg.
- 1.3 Both You and Remote Luxembourg will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

#### Obligations.

- 2.1 Remote Luxembourg will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Luxembourg will communicate to all Employees the applicable employment terms and conditions based on the Labour Contract Law.
- 2.3 Remote Luxembourg will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.



- 2.4 Remote Luxembourg acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Luxembourg declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Luxembourg will remain responsible for all sanctions and termination related communication with its Employees.

**Malta** - REMOTE MALTA LIMITED, Level 3 (Suite 2764), Tower Business Centre, Tower Street, Swatar, Birkirkara BKR 4013, Malta, Registration number C 98412

Working Procedure.

- 1.1 Remote Malta will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Malta providing services to You under the direction of Remote Malta.
- 1.3 Both You and Remote Malta will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Malta will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Malta will communicate to all Employees the applicable employment terms and conditions based on the Labour Contract Law.
- 2.3 Remote Malta will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Malta acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Malta declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Malta will remain responsible for all sanctions and termination related communication with its Employees.

**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.

**Morocco** - Remote Technology Morocco SARL (**Remote Morocco**), Crystal 3 - Boulevard Sidi Mohamed Ben Abdellah B06- RDC- 20100, Casablanca, Morocco., Registration number 508487

#### Working Procedure.

- 1.1 Remote Morocco will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Morocco providing services to You under the direction of Remote Morocco.
- 1.3 Both You and Remote Morocco will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

#### Obligations.

- 2.1 Remote Morocco will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.

- 2.2 Remote Morocco will communicate to all Employees the applicable employment terms and conditions based on the Labour Contract Law.
- 2.3 Remote Morocco will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Morocco acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Morocco declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Morocco will remain responsible for all sanctions and termination related communication with its Employees.

**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.

**New Zealand** - Remote Technology New Zealand Limited (**Remote New Zealand**), Simpson Grierson, Level 27, 88 Shortland Street, Auckland Central, Auckland, 1010, NZ, Registration number 9429049116113

#### Working Procedure.

- 1.1 Remote New Zealand will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote New Zealand providing services to You under the direction of Remote New Zealand.
- 1.3 Both You and Remote New Zealand will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

#### Obligations.

- 2.1 Remote New Zealand will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote New Zealand will communicate to all Employees the applicable employment terms and conditions based on the Labour Contract Law.
- 2.3 Remote New Zealand will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote New Zealand acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.

- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote New Zealand declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote New Zealand will remain responsible for all sanctions and termination related communication with its Employees.

**North Macedonia** - Remote Technologies DOO Skopje (**Remote Macedonia**). 10 Kosta Shahov St, Skopje 1000, Republic of North Macedonia

Working Procedure.

- 1.1 Remote Macedonia will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Macedonia providing services to You under the direction of Remote Macedonia.
- 1.3 Both You and Remote Macedonia will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Macedonia will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Macedonia will communicate to all Employees the applicable employment terms and conditions based on the Law on Labour Relations.
- 2.3 Remote Macedonia will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Macedonia acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Macedonia declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Macedonia will remain responsible for all sanctions and termination related communication with its Employees.

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

Working Procedure.

- 1.1 Remote Norway will assign its Employees 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 Employees, assumes all employer responsibilities as it relates to the Employees, 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.

**Panama** - REMOTE PANAMA S. DE R.L. (**Remote Panama**), Distrito de PANAMÁ, Corregimiento de BELLA VISTA, Calle 59, casa: 5, Urbanización Obarrio, Registration number 155707163-2-2-21 DV 30

Working Procedure.

- 1.1 Remote Panama will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Panama providing services to You under the direction of Remote Panama.
- 1.3 Both You and Remote Panama will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Panama will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Panama will communicate to all Employees the applicable employment terms and conditions based on the Labour Contract Law.
- 2.3 Remote Panama will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Panama acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Panama declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Panama will remain responsible for all sanctions and termination related communication with its Employees.

**Peru** - REMOTE PERU S.R.L. (**Remote Peru**), Dionisio Derteano 184 OF 603 Urb. Santa Ana. San Isidro-Lima, Tax ID number 20608442902

Working Procedure.

- 1.1 Remote Peru will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Peru providing services to You under the direction of Remote Peru.
- 1.3 Both You and Remote Peru will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Peru will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Peru will communicate to all Employees the applicable employment terms and conditions based on the Labour Contract Law.
- 2.3 Remote Peru will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Peru acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Peru declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Peru will remain responsible for all sanctions and termination related communication with its Employees.

**Philippines** - Remote Philippines Inc. (**Remote Philippines**) - 27 & 28, Tower 2, The Enterprise Centre, Corner Paseo De Roxas and Ayala Avenue, Makati, 1226, Philippines, registered number 2021020006436-03

Working Procedure.

- 1.1 Remote Philippines will assign its Employees 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 Employees 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 Employees 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 Employees 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 Employees covered by the Assignment, or who may be Assigned to You including authority to hire, terminate, discipline, and reassign the Employees.
- 3.6 Remote Philippines will assign working hours and rest periods of Employees 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 Employees covered by the Assignment the necessary tools and equipment to perform the Services.

**Poland** - Remote Poland Sp. z o.o. (**Remote Poland**), Ujazdowskie 41, 00-540 Warsaw, Poland, Registration number KRS 813247

Working Procedure.

- 1.1 Remote Poland will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Poland providing services to You under the direction of Remote Poland.
- 1.3 Both You and Remote Poland will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Poland will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Poland will communicate to all Employees the applicable employment terms and conditions based on the Labour Contract Law.
- 2.3 Remote Poland will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Poland acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Poland declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Poland will remain responsible for all sanctions and termination related communication with its Employees.

**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 assign its Employees 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 Employees 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 Employees within a period of two weeks.
- 2.4 Remote Portugal acknowledges that working hours and rest periods of Employees 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 Employees covered by the Assignment, or who may be Assigned to You, including authority to hire, terminate, discipline, and reassign the Employees.
- 2.6 Remote Portugal will assign working hours and rest periods of Employees 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.

**Romania** - Remote Technology RO SRL (**Remote Romania**), No 5, Nicolae Galea Street, Building 10, Entrance A, 1st floor, Apartment 5, room 1, District 5, Bucharest, Romania Postal Code 050215, Registration number 43311990

Working Procedure.

- 1.1 Remote Romania will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Romania providing services to You under the direction of Remote Romania.
- 1.3 Both You and Remote Romania will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Romania will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Romania will communicate to all Employees the applicable employment terms and conditions based on the Labour Contract Law.
- 2.3 Remote Romania will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Romania acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Romania declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Romania will remain responsible for all sanctions and termination related communication with its Employees.

**Serbia** - Remote Technology RS (**Remote Serbia**), Bulevar Mihajla Pupina 165G, 11070 Novi Beograd, Registration number 21801461,

Working Procedure.

- 1.1 Remote Serbia will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Serbia providing services to You under the direction of Remote Serbia.
- 1.3 Both You and Remote Serbia will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Serbia will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Serbia will communicate to all Employees the applicable employment terms and conditions based on the Labour Contract Law.
- 2.3 Remote Serbia will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Serbia acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Serbia declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Serbia will remain responsible for all sanctions and termination related communication with its Employees.

**Slovakia** - Remote Slovakia s.r.o. (**Remote Slovakia**) - Pribinova 40, 811 09 Bratislava –municipal district Ružinov, Slovak Republic; registered number 53 687 264

Working Procedure.

- 1.1 Remote Slovakia will assign its Employees 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 Employees 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 Employees, shall comply with all remuneration, tax, and Social Security obligations, according to the Slovak Law.

- 3.2 Remote Slovakia will communicate to all the Employees 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 Employees will comply Occupational Health and Safety legislation in Slovakia.

**Slovenia** - Remote SI, Technology Services, LLC (**Remote Slovenia**) - Tržaška cesta 515, 1351 Brezovica pri Ljubljani, registration no. 8952809000

## **Solutions Model**

### Working Procedure

- 1.1 Remote Slovenia (or as used in this section, **we, us, our**) is a company that provides consulting and technology solutions services including, but not limited to, programming and other IT related services, research, marketing, sales support, accounting and payroll.
- 1.2 Remote Slovenia shall provide the services (**Project Services**) entered into the Platform and further agreed in a Consulting Services Agreement.
- 1.3 Both You and Remote Slovenia will designate representatives on the Platform to communicate and provide mutual cooperation regarding the performance of the Project Services.

### Remote's Liability for Performance

- 2.1 Remote Slovenia shall be exclusively liable for any intentional or grossly negligent breaches of the Consulting Services Agreement by Remote Slovenia or its Employees according to the provisions of applicable law.
- 2.2 Remote Slovenia shall not be liable for any damages that arise out of defective instructions regarding the performance of Project Services and/or specific tasks thereunder unless it has failed to notify the defect at the appropriate time and in the appropriate manner.

### Obligations of Remote Slovenia

- 3.1 Remote Slovenia undertakes to perform the Project Services in accordance with the applicable professional standard of diligence. Remote Slovenia shall make reasonable efforts to remedy any defect notified in respect to the performance of the Project Services and/or specific tasks thereunder, without prejudice to any other available legal remedies.

- 3.2 Remote Slovenia undertakes to perform the Project Services through employees who have the particular qualifications, skills and expertise required in accordance with the applicable professional standards.

#### Insurance

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

#### Final provisions

- 5.1 Remote Slovenia shall not represent You in the market or initiate any business on Your behalf. The relationship is not intended to constitute an agency, partnership, joint venture, license or similar relationship.
- 5.2 Remote Slovenia shall at all times be exclusively responsible to instruct and supervise its Employees or Consultants (**Personnel**) in relation to the performance of Project Services and shall retain all its rights as the employer in this respect. Remote Slovenia and You hereby agree that no contractual or other legal relationship beyond these terms shall be established between You and the Personnel assigned by Remote to perform the Project Services.
- 5.3 You warrant, covenant and undertake that the way in which You will engage with Remote Slovenia and its Personnel will not render the relationship as one involving the supply of labour and, in particular, that You will not:
- (a) control, or direct any Personnel as to how they perform the Services,
  - (b) in any way whatsoever fully integrate the Personnel into Your organized work process or that of any of Your affiliates,
  - (c) treat the performance of any of the Project Services by Remote Slovenia as a provision of labour service (it being accepted that we can replace any Personnel in accordance with these terms).

**South Africa** - South Africa Remote Technology (**Remote South Africa**), 47 Ardennes Crescent, Thornwood, Durbanville, 7550, Cape Town, Western Cape, South Africa, Registration number 2020/263679/07

#### Working Procedure.

- 1.1 Remote SA will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote SA providing services to You under the direction of Remote SA.
- 1.3 Both You and Remote SA will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote SA will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote SA will communicate to all Employees the applicable employment terms and conditions based on the Labour Contract Law.
- 2.3 Remote SA will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote SA acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote SA declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote SA will remain responsible for all sanctions and termination related communication with its Employees.

**South Korea** - Remote South Korea LLC. 10FL (**Remote South Korea**) -, Kyobo Securities Building, 97 Uisadang-daero, Yeongdeungpo-gu, Seoul, 07327, South Korea

Working Procedure.

- 1.1 Remote South Korea will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote South Korea providing services to You under the direction of Remote South Korea.
- 1.3 Both You and Remote South Korea will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote South Korea will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote South Korea will communicate to all Employees the applicable employment terms and conditions based on the Labor Standards Act.
- 2.3 Remote South Korea will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote South Korea acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.

- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote South Korea declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote South Korea will remain responsible for all sanctions and termination related communication with its Employees.

**Spain** - Remote Technology, S.L. (**Remote Spain**) - Calle Serrano 41, 4th floor, 28001 Madrid, Spain; CIF 0B01640648

Working Procedure.

- 1.1 Remote Spain will assign its Employees 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 Employees 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 Employees 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 Employees will comply with the Occupational Health and Safety legislation.

**Switzerland** - Remote Consulting Services Switzerland GmbH (**Remote Switzerland**), Hinterbergstrasse 16, Steinhausen, Zug CH-6312, Switzerland, Registration number CHE-300.403.612

Working Procedure.

- 1.1 Remote Switzerland will assign its Employees to the specific tasks requested by You pursuant to an Assignment.



- 1.2 Employees are strictly the employees of Remote Switzerland providing services to You under the direction of Remote Switzerland.
- 1.3 Both You and Remote Switzerland will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Switzerland will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Switzerland will communicate to all Employees the applicable employment terms and conditions based on the Labour Contract Law.
- 2.3 Remote Switzerland will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Switzerland acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Switzerland declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Switzerland will remain responsible for all sanctions and termination related communication with its Employees.

**Tunisia** - Remote Technology Tunisia LLC (**Remote Tunisia**) - Immeuble SCI, 1er étage, B11, 6 Rue Du Lac Toba, Les Berges Du Lac, 1053 Tunis, Tunisie; registration number 1859198H

Working Procedure.

- 1.1 Remote Tunisia will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Tunisia providing services to You under the direction of Remote Tunisia.
- 1.3 Both You and Remote Tunisia will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Tunisia will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Tunisia will communicate to all Employees the applicable employment terms and conditions based on Tunisian Labour Law.
- 2.3 Remote Tunisia will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.

- 2.4 Remote Tunisia acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Tunisia declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Tunisia will remain responsible for all sanctions and termination related communication with its Employees.

**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 assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Turkey providing services to You under the direction of Remote Turkey.
- 1.3 Both You and Remote Turkey will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Turkey will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Turkey will communicate to all Employees the applicable employment terms and conditions based on the Turkish Labour Law.
- 2.3 Remote Turkey will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Turkey acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Turkey declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Turkey will remain responsible for all sanctions and termination related communication with its Employees.

**Uganda** - Remote Uganda Virtual Technology Limited (**Remote Uganda**) - 4th Floor, DFCU Towers, Plot 26 Kyadondo Road, Nakasero, Kampala, Uganda

Working Procedure.

- 1.1 Remote Uganda will assign its Employees to the specific tasks requested by You pursuant to an Assignment.

- 1.2 Employees are strictly the employees of Remote Uganda providing services to You under the direction of Remote Uganda.
- 1.3 Both You and Remote Uganda will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Uganda will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Uganda will communicate to all Employees the applicable employment terms and conditions based on the Employment Act, 2006.
- 2.3 Remote Uganda will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Uganda acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Uganda declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Uganda will remain responsible for all sanctions and termination related communication with its Employees.

**Ukraine** - Remote Ukraine LLC (**Remote Ukraine**), 38 Turgenevskaya Street, 01054 Kyiv, Ukraine, Registration number 43961005

Working Procedure.

- 1.1 Remote Ukraine will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Ukraine providing services to You under the direction of Remote Ukraine.
- 1.3 Both You and Remote Ukraine will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Ukraine will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Ukraine will communicate to all Employees the applicable employment terms and conditions based on the Labour Contract Law.
- 2.3 Remote Ukraine will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.

- 2.4 Remote Ukraine acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Ukraine declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Ukraine will remain responsible for all sanctions and termination related communication with its Employees.

**United Arab Emirates - REMOTE EMPLOYMENT SOLUTIONS (Remote UAE)** - DMCC , HDS Tower, Jumeirah Lakes Towers, Unit: 505, Plot No: 952, 500001, DMCC, Dubai, United Arab Emirates, Registration number DMCC197398

Working Procedure.

- 1.1 Remote UAE will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote UAE providing services to You under the direction of Remote UAE.
- 1.3 Both You and Remote UAE will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote UAE will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote UAE will communicate to all Employees the applicable employment terms and conditions based on the Labour Contract Law.
- 2.3 Remote UAE will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote UAE acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote UAE declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote UAE will remain responsible for all sanctions and termination related communication with its Employees.

**United States - Remote Technology, Inc. (Remote US)**, 18 Bartol Street #1163, San Francisco, CA 94133, USA, Registration number 7403597

Working Procedure.

- 1.1 Remote US will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote US providing services to You under the direction of Remote US.
- 1.3 Both You and Remote US will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote US will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote US will communicate to all Employees the applicable employment terms and conditions based on the Labour Contract Law.
- 2.3 Remote US will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote US acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote US declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote US will remain responsible for all sanctions and termination related communication with its Employees.

**Uruguay - REMOTE URUGUAY S.R.L. (Remote Uruguay)**, Avenida Bolivia 1427, Oficina 103, Montevideo, Uruguay, Registered number 6511

Working Procedure.

- 1.1 Remote Uruguay will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Uruguay providing services to You under the direction of Remote Uruguay.
- 1.3 Both You and Remote Uruguay will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Uruguay will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Uruguay will communicate to all Employees the applicable employment terms and conditions based on the Labour Contract Law.

- 2.3 Remote Uruguay will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Uruguay acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Uruguay declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Uruguay will remain responsible for all sanctions and termination related communication with its Employees.

**Vietnam - REMOTE VIETNAM COMPANY LIMITED (CÔNG TY TNHH REMOTE VIỆT NAM) (Remote Vietnam)**, 612 Cowork-07, Level 6, Me Linh Point Tower, 2 Ngo Duc Ke Street, District 1, Ho Chi Minh City, Vietnam, Registration number 2152027332

Working Procedure.

- 1.1 Remote Vietnam will assign its Employees to the specific tasks requested by You pursuant to an Assignment.
- 1.2 Employees are strictly the employees of Remote Vietnam providing services to You under the direction of Remote Vietnam.
- 1.3 Both You and Remote Vietnam will designate representatives on the Platform to provide any instruction or comment regarding the performance of the Assignment.

Obligations.

- 2.1 Remote Vietnam will comply at all times with remuneration, tax, and social security obligations in respect of the Employees, according to local Law.
- 2.2 Remote Vietnam will communicate to all Employees the applicable employment terms and conditions based on the Labour Contract Law.
- 2.3 Remote Vietnam will be responsible at all times for employer obligations relating to labour matters, social security, labour risks, and occupational safety.
- 2.4 Remote Vietnam acknowledges that working hours and rest periods of the Employees will be in accordance with applicable local laws and regulations regarding working time.
- 2.5 In view of the provisions of local laws and regulations regarding occupational health and safety, Remote Vietnam declares that all Employees Assigned to You hereunder will comply with such legislation.
- 2.6 Remote Vietnam will remain responsible for all sanctions and termination related communication with its Employees.

## API Terms

API 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 of Service 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

- 3.1 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.

Where You use Employment Services or Contractor of Record Services, each party shall act as independent Controller. The details of processing are set out in Schedules 1 and 5 respectively. You are responsible for compliance with Data Protection Laws with respect to all Personal Data Your authorised users upload on and download from our Platform and how they use such Personal Data.

Where You use Our Remote Recruit Service, We process Personal Data of candidates registered on remote.com/jobs and act as a Controller. You are responsible for compliance with Data Protection Laws in respect of the Personal Data of candidates who apply to Your job posting on Remote Recruit and of candidates' Personal Data You get access to in Remote Recruit.

Where You use Payroll Services, HRIS, Contractor Management Services and/or Perform, We process the relevant Personal Data on Your behalf, in line with section 7 of this DPA, and We act as Processor. The details of processing for our role as a Processor are set out in Schedules 2, 3, 4 and 7 respectively 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. If We are certified to the EU-U.S. Data Privacy Framework, Swiss-US Data Privacy Framework and/or UK Extension to the EU-US Data Privacy Framework (as applicable), the parties agree that for so long as We are so certified, the relevant framework as applicable will apply to relevant transfers of data to Us. Where the EU GDPR applies, and Personal Data is transferred to a country other than an Adequate Country or to an entity other than certified under the EU-U.S. Data Privacy Framework, Swiss-US Data Privacy Framework and/or UK Extension to the EU-US Data Privacy Framework (as applicable), the Standard Contractual Clauses in the Annex to Commission Implementing Decision (EU) 2021/914 of 4 June 2021<sup>4</sup> (**EU SCCs**) shall apply to such transfers. Where the UK GDPR applies, and Personal Data is transferred to a country other than an Adequate Country or to an entity other than certified under the EU-U.S. Data Privacy Framework, Swiss-US Data Privacy Framework and/or UK Extension to the EU-US Data Privacy Framework (as applicable), then 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 apply to all such transfers; and each shall be fully incorporated into this DPA and deemed completed as set out below:
  - (a) 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.
  - (b) 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.

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

- (c) Where We act as independent Controllers in relation to Personal Data protected by the EU GDPR, Module 1 of the EU SCCs will apply as follows:
  - (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 EU 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 EU SCCs.
  - (vi) The information required by Annex I of the EU SCCs is set out in Schedule 7 of this DPA.
  - (vii) The information required by Annex II of the EU SCCs is set out in Schedule 7 of this DPA.
- (d) Where We act as independent Controllers in relation to Personal Data protected by the UK GDPR, the parties agree that the UK Addendum will apply completed as follows: the EU SCCs shall apply completed as set out in section 6(a) and shall also apply to transfers of such Personal Data. In addition, tables 1 to 3 of the UK Addendum shall be deemed completed with the relevant information from the EU SCCs, completed as set out above in section 6(a) and table 4 shall be deemed completed by selecting "neither party". The start date of the UK Addendum (as set out in Table 1) shall be the date of this DPA.
- (e) Where We act as a Processor for You as Controller in relation to Personal Data protected by the EU GDPR, Module 2 of the EU SCCs will 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 to the changes.
  - (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 1 shall apply and the EU 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 EU SCCs.

- (vii) The information required by Annex I of the EU SCCs is set out in Schedule 7 of this DPA.
    - (viii) The information required by Annex II of the EU SCCs is set out in Schedule 7 of this DPA.
  - (f) Where We act as a Processor for You as Controller in relation to Personal Data protected by the UK GDPR, the parties agree that the UK Addendum will apply completed as follows: the EU SCCs shall apply completed as set out in section 6(c) and shall also apply to transfers of such Personal Data. In addition, tables 1 to 3 of the UK Addendum shall be deemed completed with the relevant information from the EU SCCs, completed as set out above in section 6(c) and table 4 shall be deemed completed by selecting "neither party". The start date of the UK Addendum (as set out in Table 1) shall be the date of this DPA.
7. 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:
- 7.1 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 documented 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, but without obligation to actively monitor Your compliance with Data Protection Laws. Where You instruct Us to process any additional Personal Data not covered by this DPA on Your behalf directly via the Platform, We will act as Processor regarding such processing under the GDPR. The details of the processing will depend on the nature and purpose of Your Platform request. In such cases clauses 7.3 - 7.9 of this DPA will apply accordingly.
  - 7.2 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.
  - 7.3 Sub-Processors. You hereby provide Us with a general authorisation to engage sub-Processors as necessary to deliver the Services provided that: (i) We commit to informing You of any intended changes concerning the addition or replacement of Processors, by way of updating Our Processor list, available here: <https://employ.remote.com/dashboard/processors> (for registered users only) thereby giving You an opportunity to object to such changes, within 14 days following notification of such an update or change to the Processor list. We shall produce an up-to-date list of sub-Processors engaged by Us to deliver the Services to You without undue delay upon written request; (ii) We impose data protection terms on any sub-Processors We appoint that protect the Personal Data, in substance, to the same standard provided for by this section 7.

- 7.4 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 confidentiality and in accordance with these Terms and all relevant data protection legislation.
- 7.5 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 8 to this DPA.

We will notify You without undue delay but no later than in 72 hours after ascertaining that there has been a Personal Data Breach likely to result in a risk to the rights and freedoms of natural persons 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.

- 7.6 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 Laws. 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 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 7.
- 7.7 Audit rights. Unless We carry out 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 section 7; 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.
- 7.8 International onward transfers. We will transfer Personal Data internationally, to all our Affiliates and to all sub-Processors, at all times subject to compliance with Data Protection Laws. If We transfer Personal Data that is protected by the EU GDPR and/or UK GDPR, We shall do so only in compliance with such laws, and if Personal Data is transferred to a country other than an Adequate Country or an

entity other than certified under the EU-U.S. Data Privacy Framework, Swiss-US Data Privacy Framework and/or UK Extension to the EU-US Data Privacy Framework (as applicable), pursuant to the EU SCCs and/or UK Addendum (as applicable) implemented between the relevant exporter and importer of the Personal Data.

- 7.9 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, in which case We shall isolate and protect the Personal Data from any further processing to the extent required by such law until deletion is possible.

### **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 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: personal identification data, address data, contact data, administrative data, emergency person contact data, contract data, time off data, feedback data, employment data, custom fields data, data in documents, payment and tax data, background checks results which may include data relating to criminal convictions and offences.
  - 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 and/or required by law.
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 identity verification of a natural person.
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 on the Platform,
    - o Employees/Consultants will submit their onboarding information by directly uploading Personal Data on the Platform,
    - o We will provide the Standard and Premium Employment Services as 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 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 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](mailto:dpo@remote.com).
9. Technical and organisational measures implemented at Remote to ensure information security
  - The list of technical and organisational measures implemented at Remote is at Schedule 8.

## **Schedule 2 - 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
  - Payroll Employees registered on Our Platform.
3. Categories of Personal Data processed
  - Payment & tax data, Payroll Employees job data, time off data, personal data from powers of attorney.
  - personal identification data, address data, administrative data, contract data, feedback data, benefits data, incentives data, working hours data, custom fields data, data in documents, data from expenses, bank account data, background checks results which may include data relating to criminal convictions and offences.
  - 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.
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 Payroll Employees on the Platform,
  - 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 Payroll Employees, so You can communicate with proposed Employees and in order to onboard them onto the Platform.
  - In relation to Payroll Employees, so that We may fulfil our Payroll Service to the 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 as set out in section 7.9 of this 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](mailto: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 8.

### **Schedule 3 - Human Resources Information System (HRIS)**

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.
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 from invoices, bank account data, background checks results which may include data relating to criminal convictions and offences.
  - 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.
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 as set out in section 7.9 of this 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](mailto: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 8.

#### **Schedule 4 - Contractor Management Services**

1. Roles
  - We shall act as Processor and You shall act as Controller in connection with any Contractor Management 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, feedback data, custom fields data, data in documents, data from invoices, bank account data, background checks results which may include data relating to criminal convictions and offences.
  - 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;
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 Management 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 as set out in section 7.9 of this 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](mailto: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 8.

#### **Schedule 5 - Contractor of Record Services**

1. Roles
  - Each party acts as an independent Controller in the context of CoR 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

- Subcontractors, and
- Authorised users of the Remote Platform engaged by You.

3. Categories of Personal Data processed

- In relation to Subcontractors: personal identification data, address data, contact data, administrative data, emergency person contact data, contract data, feedback data, custom fields data, data in documents, data from invoices, bank account data, device data, background checks results which may include data relating to criminal convictions and offences.
- In relation to Your authorised users: personal identification data, authorised-user-generated access credentials, contact data, device data 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 and/or required by law.

4. Sensitive data processed

- Biometric data for the purpose of identity verification of a natural person.

5. 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 invite Subcontractors on the Platform,
  - o Subcontractors will submit their onboarding information by directly uploading Personal Data on the Platform, and
  - o We will provide the CoR Services as 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 Subcontractors, so that We may fulfil our obligations to perform our agreements with them and/or for other purposes required by law.
- 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 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](mailto: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 8.

## **Schedule 6 - Perform**

### 1. Roles

- We shall act as Processor and You shall act as Controller in connection with Perform.

### 2. Categories of data subjects whose Personal Data is processed

- Users appointed by You registered on Our Platform.

### 3. Categories of Personal Data processed

- personal identification data, performance data, feedback data, other categories of Personal Data uploaded by the appointed users via Perform.
- any other categories of Personal Data You instruct us to collect on Your behalf via Perform.

### 4. Sensitive data processed

- Any sensitive data uploaded by the appointed users via Perform.

### 5. Nature of the processing

Personal Data will be processed as follows:

- Users appointed by You will be invited to Perform,
- the appointed users will submit their performance related information including Personal Data by directly uploading it on the Platform via Perform, and
- You will receive access to the submitted performance related information via Perform.

### 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 the users appointed by You, so that We can deliver Perform to You to streamline Your performance management processes.

### 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 Perform to You unless otherwise required by applicable law as set out in section 7.9 of this 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](mailto: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 8.

## **Schedule 7 – Standard Contractual Clauses (International Transfers)**

### Annex I.

#### A. List of the Parties

#### **Data Exporter**

Exporter:	You
Address:	As set out in these Terms (for Us) or on the Platform (for You)
Contact person's name, position and contact details:	Fabrizio Venturelli, Data Protection Officer, <a href="mailto:dpo@remote.com">dpo@remote.com</a> (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 1-6 of this DPA
Signature and date	As set out in these Terms
Role (controller/processors)	As described under Roles in Schedules 1-6 of this DPA

**Data Importer**

Importer	Remote
Address	As set out in these Terms (for Us) or on the Platform (for You)
Contact person:	Fabrizio Venturelli, Data Protection Officer, <a href="mailto:dpo@remote.com">dpo@remote.com</a> (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 1-6 to this DPA (as applicable to the Service(s) for which You engage Us)
Signature and date	As set out in these Terms
Role (controller/processors)	As described under Roles in Schedules 1-6 of this DPA.

**B. Description of Transfer (for both modules)**

- As set out in section 6 of the DPA and in the applicable Schedules 1-6 to this DPA.

**C. Competent Authority (for both modules)**

- The Dutch data protection authority.

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

- As set out in the Schedule 8 of the DPA.

### **Schedule 8 - Technical and Organisational Measures**

Technical and organisational measures at Remote implemented to ensure information security including relevant certifications are available to check at <https://trust.remote.com>.

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.
- To the extent such processing concerns sensitive data 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.