

## ADMINISTRATIVE SERVICES AGREEMENT TERMS AND CONDITIONS

### 1. Services and Fees.

The Parties agree that Resourcing Edge Payroll Services, LLC ("REPS") will provide the services set forth in Schedule A (the "Services") to the Client specified in the Parties' Administrative Services Agreement ("Agreement") pursuant to these Terms and Conditions. REPS will perform the Services in a professional manner, using personnel having a level of skill in the area commensurate with the requirements of the Services to be performed. In addition to all wages, taxes, deductions or other pass-through payments due by Client in connection with the Services provided hereunder, Client agrees to pay fees for such Services as set forth in Schedule B or any written addendum or modified thereto or as may be amended or modified from time to time. The fees set forth on Schedule B are subject to upward adjustment by REPS upon written notice to Client unless otherwise specified by REPS.

### 2. Payment.

- (a) Client hereby agrees to pay REPS's fees in accordance with Schedule B. Client will reimburse REPS for all expenses, including handling, delivery, postage and courier expenses incurred by REPS in performing the Services. Client agrees to pay all such fees and expenses through an Electronic Funds Transfer (EFT) transaction or in a method acceptable and authorized by REPS. REPS will invoice Client all fees due in connection with each payroll cycle, and Client hereby authorizes REPS to collect its fees for such payroll cycle on the same day that REPS withdraws funds from Client's bank account to pay Client Employees and make related payments for such payroll cycle. All funds required for Client Employee compensation and applicable third-party amounts (e.g., tax authorities, third-party benefit providers, other third parties to whom payments are due pursuant to garnishments, levies and other employee wage impositions) in addition to REPS's fees and expenses, will be paid to bank accounts owned and held by Resourcing Edge Payroll Services Client Trust, a Delaware statutory trust (the "REPS Trust"), Wilmington Savings Fund Society, Federal Savings Bank, 500 Delaware Avenue, Wilmington, Delaware 19801, trustee, at least two (2) business days prior to each payroll date. Client agrees that the funds representing the total amount due for all applicable REPS billings must be on deposit in Client's designated bank account in collectible form and in sufficient amount on the day the REPS EFT charge is initiated. If sufficient funds are not available upon presentation of REPS's EFT charge to Client's bank account, REPS may take such action as it deems appropriate and consistent with the Parties' Agreement and these Terms and Conditions.
- (b) If any of the Services require REPS to make payments from REPS Trust to any persons on behalf of Client (each, a "Payee"), including without limitation Client Employees and tax authorities, Client shall: (i) obtain a signed authorization, in a form approved by REPS, from each such Payee (a "Payee Authorization") authorizing the initiation of credits to such Payee's bank or paycard account and debit of such account to recover funds credited to such Payee's account in error and setting forth the bank or paycard account details, address or other relevant information of the Payee required by REPS to make such payments (the "Payee Details"); (ii) retain a copy of each Payee Authorization during the period such Payee Authorization is in effect and for two years thereafter; (iii) promptly furnish a copy of any Payee Authorization to REPS upon

written request; and (iv) cooperate with REPS to recover funds credited to a Payee's account in error.

- (c) If any of the Services require funds of Client to either be remitted by Client to REPS Trust or debited by REPS directly from a bank account of Client to REPS Trust, then Client hereby: (i) acknowledges and agrees that it will not be entitled to any amounts earned on such funds while they are held by REPS Trust, (ii) represents and warrants that it has obtained all required authorizations and consents from the bank from which Client's funds will be debited in order for REPS to make such debits; (iii) represents and warrants to have sufficient funds in such account, within the deadline established by REPS, to satisfy in full the payments due to REPS and invoiced by REPS; and (iv) represents and warrants to REPS and any bank originating debit/credit instructions on behalf of Client (an "Originating Bank"), if applicable, that (i) each credit and debit to the account of a Payee is timely and has been authorized pursuant to a Payee Authorization signed by such Payee and held by Client, (ii) at the time any credit or debit is made with respect to a Payee, Client has no actual knowledge of the revocation or termination of such Payee's Payee Authorization, and (iii) each debit from the account of a Payee is for a sum which is due and owing to Client, and Client has notified such Payee of such debit prior to its initiation.
- (d) Any unpaid invoices shall be subject to a late fee of four percent (4%) of the total invoice due plus two percent (2%) per month until the invoice is paid in full (or such lesser interest amount if set by applicable law at a lower amount). Client agrees to pay REPS for all collection costs, including reasonable attorney's fees, which REPS may incur as a result of Client's default of its payment obligations pursuant to the Parties' Agreement and these Terms and Conditions.

### 3. Benefit Plans.

If Client maintains Client sponsored benefits for the benefit of Employees ("Client Plans"), such Client Plans shall be the sole responsibility of Client. Furthermore, if Client has maintained or maintains any benefit plan covered by the Employee Retirement Income Security Act ("ERISA"), it shall be Client's sole responsibility to review and comply with all legal requirements for said benefits. As requested by Client, REPS may assist in the administration of Client Plans subject to the terms and conditions herein.

- a) Pursuant to Client's written instruction, REPS shall:
1. Coordinate Client contributions and Employee premium withholdings; and
  2. Provide electronic open enrollment web portal access.
- b) Client shall be responsible for the following:
1. Payment and reconciliation of carrier invoices;
  2. Distribution of enrollment and benefit plan materials to eligible participants;
  3. Determining participant eligibility;
  4. All government filings and notices (including but not limited to 5500s, COBRA, HIPAA, Medicare Part D, WHCRA, MHPA, etc.); and
  5. Creation, maintenance and distribution of plan documents, summary plan descriptions and certificates of coverage.
- c) Additionally, Client acknowledges and agrees to the following:
1. REPS has provided no advice as to whether Client should obtain and maintain its own Client Plan. Client has made its own independent determination as to the health or other

- plans it wishes to utilize.
2. Client is the sole plan sponsor, plan administrator and named fiduciary, and Client agrees to perform all duties and responsibilities associated therewith. Neither REPS nor any employee, agent, or director of REPS shall be a fiduciary (as defined by ERISA) of any Client Plans, and neither REPS nor any employee, agent or director of REPS shall have any responsibilities or rights that would cause REPS or any such person to be a fiduciary or plan sponsor of a Client Plan.
  3. Client acknowledges that the Client Plan administrative services provided by REPS are non-discretionary, ministerial in nature and performed solely based upon the Client's written instruction.
  4. Client is solely responsible for verifying that contributions to Client Plans are deposited on a timely basis and that Client Plans are in compliance with applicable laws, rules and regulations with regard to Client Plans including but not limited to ERISA.
  5. REPS has agreed to administratively deduct the appropriate contributions from Employee's paychecks as directed by Client and transmit such contributions to the trustee of Client Plans, however, Client remains solely responsible and liable for ensuring that such contributions are timely deposited.
  6. REPS may rely on the accuracy of the information provided by Client in relation to Client Plans and Client is responsible for all administration, documentation, reporting and disclosure and shall be responsible for all discrimination testing that exists or that may arise in relation to Client Plans.
  7. Client shall supply REPS all information necessary for REPS to accurately report health benefits on W-2 forms and such other forms required by law.
  8. Client agrees that to the fullest extent allowed by law, Client Plans shall be the applicable plan for COBRA purposes and Client is solely responsible for COBRA coverage and compliance matters. In the event client elects to have REPS assist in the COBRA administration, Client is solely responsible for providing REPS all information necessary to assist in COBRA administration, including but not limited to, carrier information and access, plan designs, premiums, and a client contact for COBRA benefit administration. Additionally, Client is solely responsible for compliance with all other applicable local, state and federal laws affecting Client Plans.
  9. Client shall provide to REPS at least thirty (30) days advance notice of the addition of any new Client Plans, or the cancellation, change, or amendment to any Client Plans.
  10. Client is solely responsible for providing REPS all information necessary to assist in the administration of its Client Plans including but not limited to supplying carrier systems access, descriptions of plan designs, designated contribution levels, and a client contact for benefit administration services. Such information shall be provided in writing and REPS may rely on the accuracy of the information provided by Client. Client shall provide prompt notice of any change of client contact. Client retains all liabilities related to the Client Plans and compliance. In no event shall REPS be responsible for payment of premiums or fees to Client Plan carriers.
  11. Client agrees to indemnify, protect, defend and hold harmless REPS, its affiliates, parents, subsidiaries and their employees, officers, directors, shareholders, owners, agents and representatives ("REPS Indemnified Parties") from and against any and all claims, demands, damages (including liquidated, punitive, consequential and compensatory), injuries, deaths, actions, causes of action, costs and expenses, including reasonable attorney's fees at all levels of proceedings, losses and liabilities of whatever nature (including liability to third parties), and all other consequences of any sort, whether known or unknown, without limit and without regard to the cause or causes thereof that may be asserted or brought against any REPS

Indemnified Parties arising from or related to the administration of any Client Plans; any applicable federal, state or local law, including but not limited to ERISA, PPACA, COBRA, HIPAA and FMLA; breaches of fiduciary duty with respect to Client Plans; consequences arising from compliance with the instructions of Client, its agents and its insurance carriers; reporting and disclosure requirements of ERISA and the Internal Revenue Code; and any tax consequence resulting from REPS limited administration as described herein.

- d) This Section 3 shall survive the termination of the Parties' Agreement.

#### 4. Limit of Service.

- (a) REPS shall not be considered to be an employer of any individual (i) for whom paychecks, direct deposits, W-2 and 1099s are prepared; (ii) for whom taxes and/or any other payments are paid; (iii) for whom human resource services are provided; or (iv) for whom any other Services are provided. Client acknowledges and agrees that it is the sole employer of all Client Employees and Client is solely responsible for compliance with applicable federal, state and local employment and safety laws and regulations and any other legal rights and obligations of Client. Client further acknowledges and agrees that it has the sole discretion and authority to direct, control and supervise Client Employees and to establish the terms and conditions of employment, including but not limited to, Client Employee compensation, job duties, assignment, discipline, termination and worksite safety.
- (b) REPS will only provide those Services set forth in Schedule A. No other services shall be provided or implied, including without limitation any strategic, operational or other business-related decisions with regard to Client's business. Such decisions shall exclusively be the responsibility of Client and REPS shall bear no responsibility or liability for any actions or omissions by Client. Client shall be acting solely on its own volition and responsibility when implementing such business decisions, whether or not the actions are implemented by Client Employees.
- (c) If any of the Services require REPS to debit funds from a Payee's account to REPS Trust, Client agrees that it shall be liable for any such debit initiated by REPS and shall indemnify REPS in full against any loss, liability, expenses or damage arising from: (i) any fraudulent or criminal acts of Client, Client Employee, third party or any other employee or agent of Client or (ii) any claim by such Payee or any other third party against REPS in connection with such debit, unless such claim was the result of REPS's gross negligence or willful misconduct.
- (d) Neither REPS nor any Originating Bank shall be liable for any damages to Client arising from any decision to refrain from or delay issuing any credit or debit instructions with respect to an EFT payment to a third party if: (i) REPS is unable, after reasonable efforts, to verify such debit or credit instructions in accordance with an agreed upon security procedure or (ii) REPS has not received timely funds from Client as required pursuant to the Parties' Agreement and these Terms and Conditions. Client shall be bound by any debit/credit instructions issued in respect of Client and received and verified by the Originating Bank in accordance with agreed upon security procedures, and neither REPS nor such Originating Bank will be liable for any loss sustained from any instructions that are not authentic if such security procedures have been followed in good faith. Client agrees that REPS shall not be liable for any loss or damages arising from any act or omission of any clearing house, correspondent bank or agent required to be used to provide the Services under the Parties' Agreement and these Terms and Conditions.
- (e) All Services provided hereunder will be based upon information and instruction provided to REPS by Client, and REPS will be entitled to rely on any information or instructions provided by Client and will not be liable for relying on such information or following such instructions.
- (f) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, REPS EXPRESSLY DISCLAIMS ALL OTHER

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE AND FREEDOM FROM PROGRAM ERRORS.

- (g) LIMIT OF LIABILITY. REPS SHALL, UNDER NO CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST BUSINESS, PROFITS, AND GOOD WILL) WHICH CLIENT MAY INCUR AS A RESULT OF REPS'S FAILURE TO PERFORM ANY TERM OR CONDITION OF THIS AGREEMENT, OR AS A RESULT OF REPS EXERCISE OF ITS RIGHTS UNDER THIS AGREEMENT, EVEN IF REPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT'S SOLE REMEDY FOR REPS'S FAILURE TO PERFORM THE SERVICES SHALL BE TO TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION 7.

#### 5. Client's Rights and Responsibilities.

- (a) Client shall comply at all times with all applicable federal, state and local employment, labor, safety and immigration laws and regulations. Client acknowledges and agrees that the Services provided by REPS are designed to assist Client in complying with applicable laws and governmental regulations; however, Client (and not REPS) will be responsible for compliance by Client with all laws and governmental regulations affecting its business and for any use Client may make of the Services to assist it in complying with such laws and governmental regulations. Additionally, Client shall comply at all times with (i) any and all insurance and workers' compensation requirements and laws; (ii) all applicable federal, state and local health and safety laws, regulations, ordinances, directives and rules relating to workplace, including without limitation OSHA regulations; (iii) all applicable requirements of ERISA and HIPAA, including but not limited to, Client's business operations and Client's benefit plans; (iv) all applicable federal, state and local tax laws; and (v) administrative procedures established by REPS with respect to Services provided to Client. Client agrees and acknowledges that it is solely responsible to secure workers' compensation insurance for Client Employees. This Section 5(a) shall survive the termination of the Parties' Agreement.
- (b) Client shall provide to REPS, at the end of each payroll period and three (3) days prior to Client's payroll date, records of actual time worked by each Client Employee, verify each Client Employee's exempt or nonexempt status, verify that all hours worked by Client Employees are reported to REPS, and that all hours reported are accurate and in accordance with the requirement of the Fair Labor Standards Act and other laws administered by the U.S. Department of Labor's Wage and Hour Division and any other applicable state laws. Client understands and acknowledges that all information provided regarding Client Employees at the time of registration with REPS and records of hours worked for each payroll period submitted by Client to REPS, including Payee Details, shall become the basis for REPS to make payment to Client Employee bank or paycard accounts or issue checks. Client shall review all payroll reports and documentation provided by REPS to Client prior to the issuance of payroll and promptly notify REPS of any errors. Client acknowledges and agrees that if it fails to timely review and/or correct the payroll report and documentation provided by REPS to Client prior to the issuance of payroll, the payroll shall be presumed accurate and Client assumes all responsibilities, legal, financial and otherwise, for mistakes or inaccurate information, no matter the cause of same. REPS shall not be responsible for incorrect, improper or fraudulent records of hours worked. REPS does not make the determination and is not responsible for improper determination of FLSA status, W-2 status, independent contractor status or status as a statutory employee. Client is required to maintain hard copies of all time sheets and payroll information submitted to REPS. Additionally, Client will promptly notify REPS in writing of any changes with respect to Client Employees, including without limitation change in salary, change in withholding exemptions, garnishments or levies, changes in Client-sponsored benefit plans and benefit eligibility status, termination of a Client Employee, change in Payee Details, etc. All changes, including with

respect to Payee Details, must be submitted at least five (5) business days prior to a payroll date in order to be effective for such payroll date. Client hereby acknowledges that unless notified otherwise, REPS will provide the Services based on information most recently provided by Client.

#### 6. Indemnity.

- (a) Client hereby agrees to indemnify, protect, defend and hold harmless REPS, its affiliates, parents, subsidiaries and their employees, officers, directors, shareholders, owners, agents and representatives ("REPS Indemnified Parties") from and against any and all claims, demands, damages (including liquidated, punitive, consequential and compensatory), injuries, deaths, actions, causes of action, costs and expenses, including reasonable attorney's fees at all levels of proceedings, losses and liabilities of whatever nature (including liability to third parties), and all other consequences of any sort, whether known or unknown, without limit and without regard to the cause or causes thereof that may be asserted or brought against any REPS Indemnified Parties arising from or related to (i) any acts or events that occurred prior to the date of the Parties' Agreement, (ii) any breach of Client's obligations under the Parties' Agreement and these Terms and Conditions, (iii) any product or service of Client or the operation of Client's business; (iv) any actions or omissions of Client or any of its executives, Employees, agents, representatives and independent contractors; (v) the administration of any Client benefit plans; any applicable federal, state or local law, including but not limited to ERISA, PPACA, COBRA, HIPAA and FMLA; breaches of fiduciary duty with respect to Client benefit plans; consequences arising from compliance with the instructions of Client, its agents and its insurance carriers; reporting and disclosure requirements of ERISA and the Internal Revenue Code; and any tax consequence resulting from REPS administration of Client benefit plans; and/or (v) any and all violations of federal, state and/or local law, statute, regulation, ordinance, directive, rule or common law by Client, any Client Employee, agent, representative and independent contractor, including but not be limited to, all employment-related matters arising under local, state and/or federal right-to-know laws, environmental laws, tax laws, safety laws, immigration laws, all laws within the jurisdiction of the National Relations Labor Board, OSHA, U.S. Department of Labor and EEOC (including Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disability Act, as amended), the Worker Adjustment and Retraining Notification Act, the Employee Retirement Income Security Act, the Health Insurance Portability and Accountability Act, all laws governing wages and hour, all laws governing race, sex, religion, national origin, color, age, veteran status, disability, union status, marital status, harassment of any nature, retaliation, and all other types of discrimination prohibited by applicable law, and all other labor and employment laws. Client's indemnity shall survive the termination of the Parties' Agreement.
- (b) REPS hereby agrees to indemnify, protect, defend and hold harmless Client, its affiliates, parents, subsidiaries and their employees, officers, directors, shareholders, owners, agents and representatives ("Client Indemnified Parties") from and against any and all claims, demands, damages (including liquidated, punitive, consequential and compensatory), injuries, deaths, actions, causes of action, costs and expenses, including reasonable attorney's fees at all levels of proceedings, losses and liabilities of whatever nature (including liability to third parties), and all other consequences of any sort, arising out of the gross negligence or willful failure of REPS to perform its material obligations pursuant to the Parties' Agreement and these Terms and Conditions.

#### 7. Termination.

- (a) Following the expiration of the Initial Term, the Agreement may be terminated by Client so long as Client provides prior written notice of its intent to terminate the Agreement no later than sixty (60) days prior to the commencement of any Renewal Term. In the event of a material breach of the Parties' Agreement and these Terms and Conditions, either Party may terminate the Parties' Agreement by providing fourteen (14) days written notice to the

other Party, unless within such fourteen (14) day cure period all material breaches specified in such notice have been remedied. Notwithstanding the foregoing, REPS may immediately terminate the Parties' Agreement by providing written notice to Client in the event that:

- i. Client fails to pay any fees due hereunder;
  - ii. Client becomes bankrupt or insolvent, or files or has filed against it a petition or proposal for bankruptcy or makes any assignment for the benefit of creditors or any arrangement or compromise.
  - iii. REPS determines, in its sole discretion, that a material adverse change has occurred or will occur in the financial condition of Client or that Client is or will be unable to pay its debts as they become due in the ordinary course of business;
  - iv. REPS determines, in its sole discretion, that Client has violated or will violate any federal, state or local law, statute, regulation, ordinance, directive, rule or common law, or has or will take any illegal action with respect to Client Employees or the Client's business.
  - v. REPS determines, in its sole discretion, that Client provided to REPS any false or misleading information regarding any material fact related to the Parties' Agreement, these Terms and Conditions or the Services provided by REPS hereunder; and/or
  - vi. Any federal, state, or local legislation, regulatory action or judicial decision is taken with respect to or rendered against Client which, in the sole discretion of REPS, adversely affects REPS's interest under the Parties' Agreement and these Terms and Conditions;
- (b) Termination pursuant to this Section 7 is not REPS's sole remedy for Client's breach of the Parties' Agreement and these Terms and Conditions and REPS retains all other remedies available to it pursuant to the Parties' Agreement, these Terms and Conditions or to the law.
- (c) Client acknowledges that, upon termination of the Parties' Agreement, the Services provided by REPS will be terminated and Client shall be responsible thereafter for providing to Client Employees the Services which had been provided by REPS. All outstanding amounts owed to REPS shall be immediately due. REPS shall invoice Client and Client agrees to pay REPS for all amounts, wages, deductions, taxes, special assessments and penalties assessed against or incurred by Client or REPS on behalf of Client during the term of the Parties' Agreement. This obligation of Client shall survive the termination of the Agreement and Client unconditionally agrees to pay these amounts even if assessed and/or invoiced by REPS after the termination of the Parties' Agreement.
- (d) Upon written request by Client for data or reports regarding Covered Employees contained in REPS's IT systems, REPS may, within its sole discretion, provide such data or reports to Client. Client agrees to pay REPS a processing fee of \$150.00 per hour for such data and/or report retrieval and/or generation.
- (e) All provisions of these Terms and Conditions that by their terms remain in effect following the termination or expiration of the Parties' Agreement shall remain in effect for the period stated.

#### 8. Late Payroll Submission.

Client acknowledges that any failure on its part to provide REPS with electronic records of actual time worked by each Client Employee, by no later than the end of each payroll period and three (3) days prior to Client's payroll date as set forth in Section 5(B) of these Terms and Conditions shall cause REPS to incur greater expense in processing payrolls on an expedited basis and shall be considered a "Late Payroll Submission". Client agrees that for each Late Payroll Submission, REPS shall have the right at its sole discretion to charge Client a \$200.00 (Two Hundred Dollars and Zero Cents) Late Payroll Submission Fee which shall be due upon the Client's next invoice.

#### 9. Personal Data and Confidentiality.

- (a) Client acknowledges that as a result of providing the Services, REPS will possess and have access to personal data relating to Client Employees. REPS agrees to keep such personal data confidential and to only disclose personal data to third parties as is necessary for REPS to provide the Services. Client authorizes REPS to possess and collect such personal data and to use such personal data to provide the Services. Client represents and warrants that it is permitted to disclose such employee personal data to REPS and is not and will not be in breach of its charter documents, any law, judicial or administrative order, employment agreement or any contract to which it is a party as a result of providing such personal data to REPS.
- (b) REPS will take reasonable precautions to prevent the loss or alteration to Client's data files in REPS possession but does not undertake to guarantee against any such loss or alteration. Client acknowledges that REPS is not Client's official record keeper and will, to the extent that it deems necessary or is required by law, agree to keep copies of all source documents of the information delivered to REPS.
- (c) Client understands that certain parts of the Services will be provided by REPS through password-protected online platforms. Client agrees that it shall not disclose to any person any personal identification number or password or login ID issued by REPS to Client or any other access method authorized by REPS for use in conjunction with the Services. If Client becomes aware of any unauthorized access to the Services by any person, or if Client believes that any such personal identification number or password or login ID has been lost or stolen or otherwise compromised, Client shall notify REPS in writing immediately. REPS shall not be liable for any loss, theft or compromise or damage Client may incur or suffer by reason of any such unauthorized access to the Services or the loss, theft or compromise of any such personal identification number, password or login ID whether such personal identification number, password or login ID belong to the Client, any Client Employee or any other individual authorized by Client to access REPS password-protected online platforms.

#### 10. Force Majeure.

REPS will be excused from performance under the Parties' Agreement and these Terms and Conditions for any period of time that it is prevented from performing hereunder as a result of an act of God, war, earthquake, typhoon or other natural disaster, fire, power or telecommunication disruption, civil disobedience, riot, act of terrorism, labor dispute, court order, change of law or other cause beyond REPS's reasonable control.

#### 11. Right of Set-Off.

To the extent permitted by applicable law and in addition to any other remedy which REPS may have under the Parties' Agreement and these Terms and Conditions, REPS may, in its sole discretion, at any time deduct from, set-off, appropriate, combine, consolidate and/or apply any monies owing by REPS to Client under the Parties' Agreement and these Terms and Conditions, in or towards settlement or discharge of any sums payable or due to REPS from Client under the Parties' Agreement and these Terms and Conditions. This Section 11 shall without limitation apply to any amount previously overpaid by REPS to Client under the Parties' Agreement and these Terms and Conditions, any claim that REPS may have against Client and all sums payable or due REPS from Client under the Parties' Agreement and these Terms and Conditions.

#### 12. Assignment.

The Parties' Agreement may not be assigned by Client without the prior written consent of REPS. Any assignment made without such consent shall be null and void. REPS shall have the right to assign the Parties' Agreement in whole or in part to any wholly owned subsidiary or subsidiaries or third party as it deems appropriate.

#### 13. Non-Solicitation.

During the term of the Parties' Agreement and for a period of one (1) year thereafter, neither party shall directly or indirectly solicit for employment, or advise or recommend to any other person that they employ or solicit for employment, any employee of the other party.

#### 14. Miscellaneous.

- (a) The Parties' Agreement shall be governed by the laws of the State of Texas.
- (b) Any dispute arising out of or in connection with the Parties' Agreement, if not otherwise resolved, shall be determined by binding arbitration in Dallas, Texas, in accordance with the commercial rules of the American Arbitration Association and any dispute arising out of or in connection with any other agreement between the Parties may be consolidated into the same arbitration proceeding. The Parties agree that the prevailing party in arbitration and subsequent judicial proceedings on the award be awarded costs and attorney's fees and that the award may be entered as a judgment in any court having jurisdiction over either party to the contract. This arbitration provision shall survive the termination of the Parties' Agreement.
- (c) The Parties' Agreement contains the entire understanding of the Parties. Client acknowledges that there have been no other representations or warranties made by REPS or Client, which are not set forth in the Parties' Agreement. Client further acknowledges that it has not been induced to enter into the Parties' Agreement by any representation or warranty not set forth in the Parties' Agreement.
- (d) If any provision of the Parties' Agreement or these Terms and Condition or any portion thereof shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of the Parties' Agreement and these Terms and Conditions shall not in any way be affected or impaired.
- (e) A failure by REPS to exercise or delay in exercising any right or remedy provided by the Parties' Agreement, these Terms and Conditions, or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by the Parties' Agreement, these Terms and Conditions or by law prevents a further exercise of the right or remedy or the exercise of another right or remedy by REPS.
- (f) In the Parties' Agreement and these Terms and Conditions, a "business day" means any day that banks are open for business in the State of Texas.
- (g) Client will execute other documents that may be required by REPS to perform its responsibilities under the Parties' Agreement and these Terms and Conditions. Client will use the Services in accordance with the instructions and reasonable policies established by REPS from time to time and communicated to Client. Client will use the Services only for its own internal business purposes, and will not provide, directly or indirectly, the Services or any portion thereof to any third party.
- (h) The Parties' Agreement and these Terms and Conditions shall inure to the benefit of, and be binding upon, the Parties and their respective heirs, successors, representatives and assigns.
- (i) The Parties' Agreement may be executed in counterparts, each of which shall be deemed to be an original, and which together shall constitute one and the same instrument, binding upon all the Parties hereto, notwithstanding that all of the Parties are not signatories to the original of the same counterpart.
- (j) Client acknowledges and agrees that REPS is not engaged in the practice of law or the provision of legal services, and that Client alone is completely and independently responsible for its own legal rights and obligations.
- (k) The Parties' Agreement and these Terms and Conditions shall be valid and enforceable only upon execution of the Agreement by a duly authorized officer of REPS.
- (l) The Parties' Agreement and these Terms and Conditions is for the sole benefit of the Parties hereto and their permitted assigns, and nothing expressed or implied shall give or be construed to give to

any person, other than the Parties hereto and such permitted assigns, any legal or equitable rights hereunder.

- (m) Client acknowledges and agrees that any liability and/or responsibility with regard to a union or collective bargaining agreement between the Client and a Client Employee shall be exclusively between the parties to that agreement and REPS shall not be party to any such agreement.
- (n) If any action or other proceeding (excluding mediation), and including an arbitration proceeding, is brought for the purpose of enforcing the Parties' Agreement and these Terms and Conditions, or because of an alleged dispute, default, breach or misrepresentation in connection with the provisions hereof, the prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceeding from the unsuccessful Party, in addition to any other relief to which such Party may be entitled.
- (o) All notices under the Parties' Agreement and these Terms and Conditions will be deemed effective upon delivery by certified mail, return receipt requested, to the address shown below.
- (p) Client specifically authorizes REPS to conduct credit and background checks on Client and any officers of Client that REPS deems appropriate.