

SURPRISE HR CELEBRATE PARTNER AGREEMENT

Surprise HR Inc., a Delaware corporation (“**SHR**”), provides and manages an employee rewards program known as Surprise HR™ Celebrate™ (the “**Surprise Program**”). The Surprise Program is an email rewards program that is hosted and managed by SHR.

By signing up for the Surprise Program and agreeing to the terms and conditions set forth in this **SURPRISE HR CELEBRATE PARTNER AGREEMENT** (this “**Agreement**”), the business organization listed in the SHR Order Form (the “**Partner**”) affirmatively agrees and consents to the terms and conditions described in this Agreement, which Agreement is entered into by and between Partner and SHR, effective as of the earlier to occur of Partner’s completion and signing of such SHR Order Form or both Parties’ execution of this Agreement (the “**Effective Date**”), as well as any additional terms and conditions posted to the Portal, Prize Website (both defined below) or SHR’s website at <https://surprisehr.com/legal>, each of which may be updated by SHR in its sole discretion from time to time without prior notice to Partner, and which are incorporated into and are deemed part of the Agreement by reference (collectively, “**Online Terms**”). Partner agrees that it bears the responsibility to check the relevant websites for updates to all applicable Online Terms. Partner also agrees that tapping the forward arrow or clicking “accept” or “agree” to the terms and conditions set forth in this Agreement has the same effect as physically signing this Agreement or a SHR Order Form and any and all applicable Online Terms. Partner and SHR shall each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

AGREEMENT

In consideration of the mutual premises, covenants and agreements herein contained, and intending to be legally bound hereby, the Parties agree as follows:

1. SURPRISE PROGRAM

1.1 Program Description. Partner supplies SHR with the email addresses for its employees (or others, such as contractors, whom SHR deems to be eligible for participation). SHR then delivers periodic email messages (each a “**Program Communication**”), at a frequency and on a date to be determined by Partner using the Program’s customizable portal interface (the “**Portal**”) or otherwise communicated to Partner’s designated account manager. Each email message is delivered to all participating employees (each cumulative transmission a “**Delivery**”). SHR has developed a number of “appreciation messages” that can be included in the Program Communications – one message for each Delivery. Partner may choose one of the available messages or submit its own through the Portal. Each Program Communication within an agreed period (the “**Prize Period**”) will advise recipients that they are on their way toward becoming eligible to win one of several identified prizes. The Program Communication in the last Delivery for that Prize Period will include instructions advising employees on how they can determine whether they have won a prize. The instructions will direct the employees to a website hosted by SHR but that may be cobranded with Partner (the “**Prize Website**”). Prizes will be awarded randomly based on SHR’s proprietary algorithm. SHR makes available one or more prize options to Partner, which Partner will select as set forth below.

1.2 Program Customization. Partner is responsible for tailoring all customizable aspects of the Surprise Program, including but not limited to those identified in this Section.

1.2.1 Partner shall specify through the Portal which among a SHR-predefined list of prize types and options it wishes to offer during each Prize Period and the total number of Deliveries within each Prize Period.

1.2.2 Partner also shall specify whether it wishes the Prize Website to be co-branded and, if so, shall upload or deliver to SHR any Partner logos or marks that it desires be included on the Prize Website in such format and pursuant to such specifications that SHR requires for such purpose. SHR also may offer Partner the ability to choose from a selection of custom colors or designs.

1.2.3 Partner is responsible for delivering to SHR all email addresses for all full-time employees and any other intended recipients of Program Communications in such format and pursuant to such specifications that SHR requires for such purpose. Partner, and not SHR, is solely responsible for ensuring the accuracy of those email addresses and for ensuring that they remain current throughout the Term.

1.2.4 The Portal may contain additional terms applicable to the Surprise Program. Those terms are incorporated into this Agreement. Because elements of the Surprise Program must be defined by Partner, the Surprise Program will not become active for any Partner until it has completed the required selections on the Portal.

2. LICENSE AND ACCESS

2.1 **License Grant.** SHR may provide certain aspects of the Surprise Program or the services described herein to Partner under a “Software as a Service” model through the Portal, Prize Communications, Prize Website, and other SHR websites and related databases and servers (collectively, the “**Services**”, with the software residing on the servers referred to herein as the “**Software**”). Subject to the terms of this Agreement, SHR hereby grants to Partner for the duration of the Term a non-transferable, limited, nonexclusive license (without the right to sublicense) to access and use the Services and Software solely for the purposes described herein.

2.2 **Restrictions.** Partner acknowledges that the Surprise Program, Services and Software contain valuable trade secrets of SHR and its suppliers. Accordingly, except as expressly permitted under Section 2.1 above, Partner agrees not to, and agrees not to assist any third party in attempting to: (i) modify, adapt, alter, translate, or create derivative works from the Surprise Program, Services or Software; (ii) merge the Surprise Program, Software or Services with other software or data; (iii) reverse engineer, decompile, or disassemble the Software or any other software used to provide the Surprise Program or any aspect of the Services, or otherwise attempt to derive the source code for any object code portion of such software or attempt to gain access to any underlying code used to implement or deploy the Surprise Program, Services or Software; or (iv) otherwise use or copy or attempt to use or copy the Surprise Program, Services or Software. Without limiting the generality of the foregoing, Partner agrees that, for a period of three (3) years following the termination of this Agreement, Partner will not, and will not assist any third party to, create, adopt, use, market or promote any product, service or program which competes with or which offers substantially similar features and functionality as the Surprise Program.

2.3 **No Support.** Partner acknowledges that SHR has no responsibility for providing Partner with any support, maintenance, update, upgrade or other enhancement for the Surprise Program, Services or Software, and that SHR is under no obligation to create any update, upgrade or enhancement to the Surprise Program, Services or Software.

2.4 Trademark License. Subject to the terms and conditions of this Agreement, Partner hereby grants to SHR and its affiliates (“*Licensee*”) for the duration of the Term a non-exclusive, limited license to use Partner’s trademarks, service marks and logos owned by Partner (“*Partner Marks*”) solely for use in connection with the Surprise Program as contemplated herein and to refer to Partner in connection with the Surprise Program. It is understood and agreed that Partner shall retain all right, title and interest in and to Partner Marks.

2.5 Third Party Services and Program Communication Delivery. Partner shall be responsible for obtaining services from third party vendors for Internet access to enable receipt of Program Communications, access to the Prize Website, Portal and other website or Internet features (“*Third Party Services*”). The contractual relationship, including the obligation to pay for these Third Party Services, will be directly between Partner and the third party service provider(s). SHR will have no responsibility for any damages or loss that may result from interruption or delay in Third Party Services. Moreover, SHR has no responsibility if Partner firewall or server configuration or other security or system settings prevent delivery of Program Communications. Partner is responsible for notifying SHR of non-delivery and making the necessary adjustments to permit successful delivery.

3. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the Effective Date. The term of this Agreement shall continue for one year unless otherwise stated in the SHR Order Form executed by and between Partner and SHR. That term shall renew automatically ninety (90) days prior to the end of the then-current term for successive one-year terms (collectively with the initial term, the “*Term*”) unless earlier terminated as provided in Section 3.2. “Termination” as used in other sections of this Agreement (other than Sections 3.1 and 3.2) shall include expiration at the end of the Term.

3.2 Termination. The Surprise Program may be suspended or terminated by either Party at any time upon written notice. In the event of termination by Partner, such termination will take effect upon the conclusion of the then-current Term. Upon termination of this Agreement, Partner will have no right to access or use the Surprise Program, Services or Software under this Agreement. All provisions of this Agreement which by their nature extend beyond the termination or expiration of this Agreement will survive any termination or expiration of this Agreement.

4. COMPENSATION

4.1 Fees. The Fee for the Surprise Program will be paid annually and calculated based on the SHR Order Form executed by and between Partner and SHR for each email address to which Program Communications are intended to be sent. For avoidance of doubt, each email address provided to SHR for purposes of Delivery shall count toward the Fee, regardless of whether the email address is incorrect or is a duplicate address for the same recipient. All fees payable pursuant to this Agreement shall collectively be referred to as “*Fees*.”

4.2 Payment of Fees. SHR will invoice Partner annually, in advance, based on the number of email addresses Partner reasonably projects will be included in the Surprise Program for the current Term. Partner shall pay the invoiced amount and any and all other outstanding amounts due to SHR within fourteen (14) days receipt of such invoice. In the event the actual number of email addresses in any given Term differs from the projection on which the fee was calculated, a revised statement will be generated and a credit applied or invoice submitted, as applicable, during the subsequent Term. If an invoice is submitted, payment will be made by Partner within fourteen (14) days of receipt. In no event shall a

refund be provided. In the event of overpayment, a credit will be applied against the successive Terms' payments until the credit is exhausted.

Partner may not withhold any Fees owed unless it submits on or before the due date a statement of goodfaith dispute, which statement sets out a detailed explanation of the basis for the dispute. Any amount not contested within thirty (30) days of receipt of the invoice may not be subsequently disputed by Partner, unless due to fraud or willful misconduct of SHR that prevented discovery of the basis for the dispute.

4.3 Taxes. All Fees exclude any sales, use, excise, import, export, income, value added, universal service charge, withholding or other similar taxes or governmental charges, including any related penalties and interests however designated, with respect to the products and services provided hereunder, other than taxes based on net income of SHR (collectively, "**Taxes**"). Partner will pay any Taxes with respect to the products and services provided by SHR to Partner under this Agreement, including but not limited to the award of the prizes. Taxes reflected on the invoice will be paid in the same manner and subject to the same terms as Fees. For avoidance of doubt, SHR will not be responsible for Taxes owed in connection with the award to or receipt of prizes by winners. Partner will reimburse, indemnify and hold harmless SHR for all liabilities for Taxes.

4.4 Late Fees. In the event Partner fails to make any payments when due under this Agreement, Partner may be charged a late fee on any amount that is not paid when due at a rate of one and one-half percent (1.5%) per month or the maximum rate allowed by applicable law, whichever is lower, calculated from the due date until the date paid. SHR will also be entitled to recover from Partner any out-of-pocket expenses SHR incurs in collecting payments due. These expenses may include, without limitation, any bank charges for returned checks, collection agency fees, and legal expenses, including court costs and attorneys' fees. Without limiting SHR's other rights under this Agreement, if a payment is late and not cured within ten (10) days after notice, SHR may suspend Partner's access to the Surprise Program, Services and Software until all amounts due and late fees are paid in full, without in any way affecting its rights under this Agreement. SHR may enforce the foregoing rights without waiving any and all other rights or remedies it may have for any breach of this Agreement.

5. PRIZES

5.1 Prizes. Prizes may consist of gift or prepaid cards or merchandise, travel, lodging or other services. Partner agrees that the amount of prizes issued during the Term shall be determined by SHR in its sole discretion. The number and general categories of the prizes will be determined by SHR in its sole discretion. SHR makes no representation regarding the cost of the prizes and retains sole discretion regarding the sourcing of prizes (including any brands or varieties to be offered) and method and price of purchase.

5.2 Delivery of Prizes to Winners. Subject to the terms and conditions of this Agreement, SHR shall use commercially reasonable efforts to deliver prizes to winners as soon as is reasonably practicable but within one (1) year of their award. Winners will be notified of their prize eligibility by email communication to the email address utilized for Program Communications and will be directed to visit the Prize Website to claim their prize. Prizes may be delivered electronically if the nature of the prize permits electronic delivery, mailed via U.S. mail to the address provided by the prize winner at the Prize Website or by such other reasonable means that SHR may elect. SHR shall bear costs of delivery. Prizes not claimed by winners within thirty (30) days of notification or prizes that are sent by mail or other shipping

method to the address provided by winners and that are returned as undeliverable with no forwarding address shall be forfeited to SHR.

6. INTELLECTUAL PROPERTY OWNERSHIP; DATA AND SECURITY

6.1 SHR Intellectual Property Ownership. The Surprise Program, Services and Software (including their “look and feel,” graphics, editorial content, images, designs, logos and buttons, excluding any Partner Marks), and all other intellectual property rights therein and relating thereto (collectively, the “**SHR IP**”), are the exclusive property of SHR, its affiliates and their respective suppliers. This Agreement does not grant Partner title to, or any ownership interest in, any SHR IP. All rights in and to the SHR IP not expressly granted to Partner, and all other rights not expressly granted, are reserved by SHR, its affiliates, and their respective suppliers. There are no implied licenses granted under this Agreement. Without limiting the generality of the foregoing, it is understood and agreed that SHR and its affiliates shall retain all right, title and interest in and to their respective trademarks, service marks, and logos, including, without limitation, the marks “SURPRISE HR” and “SURPRISE HR CELEBRATE” (collectively, the “**SHR Marks**”). Partner will not adopt, use or register any SHR Marks or any other trademarks, service marks, logos or name that is identical to or confusingly similar with any trademarks of SHR. Nothing contained in this Agreement will give Partner any interest in SHR Marks. Partner agrees that it will not, at any time during or after the Term, assert or claim any interest in or do anything which may adversely affect the validity or enforceability of any SHR Marks.

6.2 Partner Intellectual Property Ownership. As between Partner and SHR, Partner Marks are the exclusive property of Partner. This Agreement does not grant SHR title to, or any ownership interest in, any Partner Marks. All rights in and to the Partner Marks not expressly granted to SHR, and all other rights not expressly granted, are reserved by Partner. There are no implied licenses granted under this Agreement. Without limiting the generality of the foregoing, it is understood and agreed that Partner shall retain all right, title and interest in and to the Partner Marks.

6.3 Data. SHR will receive email addresses of Partner employees and other intended recipients of Program Communications in connection with the Surprise Program. SHR acknowledges and agrees that it will not use those email addresses for any purpose other than the delivery of Program Communications, prize notifications or in connection with other SHR services and will not use any other information obtained from Partner employees or other intended recipients of Program Communications except in connection with the Program (including delivery of any prizes) or other SHR services. SHR will not publicize the names or likenesses of any prize winners without their express permission. Receipt or redemption of prizes will not be conditioned on such permission. Notwithstanding the foregoing, Partner agrees SHR will be the sole and exclusive owner of all data obtained through the Surprise Program concerning or relating to employee participation, preferences and use of the Surprise Program. SHR retains the right to retain, use and disclose, solely in aggregated, anonymized form, all data obtained through the Surprise Program.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

7.1 Representations and Warranties. Partner hereby represents, warrants and covenants to SHR and its affiliates that: (a) Partner is eligible to become a partner in the Surprise Program and has the right, power and ability to enter into and perform under this Agreement; (b) the name identified by Partner when Partner registered for its account with SHR and entered into this Agreement is Partner’s full legal name; (c) Partner and Partner’s performance hereunder will comply with all federal, state and local laws, rules and regulations applicable to Partner’s business and Partner’s performance hereunder, including any

applicable tax laws and regulations; (d) Partner will not use the Surprise Program, Services or Software, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner so as to interfere with the normal operation of thereof; and (e) the Partner Marks, email addresses for purposes of Program Communications, any Partner-supplied messages and any other materials provided or otherwise made available to SHR hereunder by or on behalf of Partner and the use thereof as contemplated in this Agreement do not and will not infringe upon, misappropriate or otherwise violate any law governing transmission or receipt of email communications or any intellectual property right or other proprietary right of a third party.

7.2 DISCLAIMER. PARTNER ACKNOWLEDGES THAT SHR, ITS AFFILIATES AND THEIR RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SURPRISE PROGRAM, SERVICES, SOFTWARE OR ANY PRIZES. THE SURPRISE PROGRAM, SERVICES, SOFTWARE AND PRIZES ARE PROVIDED "AS IS" AND WITH ALL FAULTS. SHR, ITS AFFILIATES AND THEIR RESPECTIVE SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, SHR, ITS AFFILIATES AND THEIR RESPECTIVE SUPPLIERS DO NOT WARRANT THAT THE INFORMATION THEY PROVIDE OR THAT IS PROVIDED THROUGH THE SURPRISE PROGRAM OR THE SERVICES IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET PARTNER'S REQUIREMENTS; THAT THE SURPRISE PROGRAM, SERVICES OR SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT THE SURPRISE PROGRAM, SERVICES OR SOFTWARE WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SURPRISE PROGRAM, SERVICES OR SOFTWARE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY SUBJECT MATTER DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SURPRISE PROGRAM OR THE SERVICES IS DOWNLOADED AT PARTNER'S OWN RISK – PARTNER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

8. PARTNER INDEMNIFICATION. Partner agrees to indemnify and hold SHR, its affiliates, and any of their respective executives, officers, employees, agents, suppliers and customers (including Users) (collectively, "*Indemnitees*") harmless from and against any and all claims, damages, losses, liabilities, costs and expenses (including, but not limited to, court costs and reasonable attorneys' fees) arising out of, or in connection with, (a) Partner's use of the Surprise Program, Services or Software, (b) Partner's breach of any terms and conditions set forth in this Agreement, (c) any death, injury, harm or other loss arising out of or in connection with the award, delivery or use of prizes, and (d) any claim that the Partner Marks, Partner's systems or any information, data, technology or other materials provided or otherwise made available to SHR hereunder by or on behalf of Partner or the receipt or use thereof by any Indemnitee (directly or indirectly) infringes upon, misappropriates or otherwise violates any intellectual property right or other proprietary right of a third party.

9. SHR INDEMNIFICATION AND LIMITATION ON LIABILITY. SHR EXPRESSLY ASSUMES ALL RESPONSIBILITY FOR AND AGREES TO INDEMNIFY PARTNER AGAINST ANY AND ALL CLAIMS THAT FUNDS ASSOCIATED WITH PRIZES THAT SHR IS RESPONSIBLE FOR DELIVERING PURSUANT TO SECTION AND HAS RETAINED IN ACCORDANCE WITH SECTION 5.2 SHOULD BE ESCHEATED UNDER APPLICABLE STATE LAWS. EXCEPT AS JUST STATED, IN NO EVENT WILL SHR, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE

SUPPLIERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO PARTNER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF USE, LOST PROFITS OR LOSS OF DATA ARISING OUT OF OR RELATED TO THE SURPRISE PROGRAM, SERVICES, SOFTWARE, PRIZES OR THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF SHR, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST PARTNER. IN NO EVENT WILL AGGREGATE LIABILITY OF SHR, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE SUPPLIERS FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SURPRISE PROGRAM, SERVICES OR SOFTWARE, WHETHER UNDER BREACH OF CONTRACT, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED FIVE HUNDRED DOLLARS. THE SURPRISE PROGRAM AND SERVICES ARE CONTROLLED AND OPERATED FROM FACILITIES IN THE UNITED STATES. SHR MAKES NO REPRESENTATIONS THAT THE SURPRISE PROGRAM, SERVICES OR SOFTWARE ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE SURPRISE PROGRAM, SERVICES OR SOFTWARE FROM OTHER JURISDICTIONS, OR WHO RECEIVE PROGRAM COMMUNICATIONS IN OTHER JURISDICTIONS, DO SO AT THEIR OWN VOLITION AND ARE ENTIRELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE UNITED STATES, FOREIGN AND LOCAL LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO EXPORT AND IMPORT REGULATIONS. PARTNER MAY NOT USE THE SURPRISE PROGRAM, SERVICES OR SOFTWARE FROM (NOR DIRECT THAT DELIVERY OF PROGRAM COMMUNICATIONS BE MADE TO) A COUNTRY EMBARGOED BY THE UNITED STATES, OR IF PARTNER IS A PERSON OR ENTITY BLOCKED, DENIED OR OTHERWISE SUBJECT TO PROHIBITION UNDER UNITED STATES SANCTIONS OR EXPORT REGULATIONS.

10. ADDITIONAL IMPORTANT LIMITATION. PARTNER IS RESPONSIBLE FOR ALL CUSTOMIZATIONS MADE ON THE PORTAL USING PARTNER'S ACCESS CREDENTIALS, WHETHER OR NOT MADE BY PARTNER OR AT PARTNER'S DIRECTION. IN NO EVENT WILL SHR, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE SUPPLIERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO PARTNER OR TO ANY THIRD PARTY IN ANY MANNER OR RESPECT WHATEVER FOR ADMINISTERING THE SURPRISE PROGRAM OR OTHERWISE ACTING OR REFRAINING FROM ACTION IN ACCORDANCE WITH THE CUSTOMIZATIONS OR OTHER DIRECTIONS SET OUT IN THE PORTAL. **IF PARTNER SUSPECTS THAT THERE HAS BEEN AN UNAUTHORIZED ACCESS OR CHANGE MADE TO THE PORTAL AT ANY TIME, PARTNER MUST NOTIFY SHR IMMEDIATELY PURSUANT TO SECTION 13 OF THIS AGREEMENT. SUCH NOTICE SHOULD BE CAPTIONED "URGENT – PORTAL ERROR" OR WORDS TO SUBSTANTIALLY THE SAME EFFECT.** UPON RECEIPT OF SUCH NOTICE, AND WITHOUT DEROGATING FROM THE FOREGOING DISCLAIMER OF LIABILITY, SHR WILL UTILIZE REASONABLE EFFORTS TO HALT THE PROGRAM UNTIL THE PROBLEM IS CORRECTED OR OTHERWISE TO CONFER WITH PARTNER AS TO HOW PARTNER WANTS TO PROCEED.

11. CONFIDENTIALITY. Partner acknowledges that it will be exposed to data and information, including product, technology, business and strategy information that is confidential and proprietary to SHR (collectively, "**Confidential Information**"), and that the Surprise Program, Services, Software and the terms and conditions of this Agreement will be considered Confidential Information. All Confidential

Information shall be sole and exclusive property of SHR and may be used by Partner only for purposes of performing its obligations and exercising its rights under this Agreement. Partner may not reveal, publish or otherwise disclose the Confidential Information to any third party without the prior written consent of SHR, and shall protect the Confidential Information from disclosure using the same degree of care Partner uses to protect its own Confidential Information of like kind, but in no event using less than reasonable care.

12. **GOVERNING LAW AND ARBITRATION; CLASS ACTION WAIVER.** This Agreement and performance by the Parties hereunder shall be construed in accordance with the laws of the State of Delaware, U.S.A., without regard to provisions on the conflicts or choice of laws, but subject to the Federal Arbitration Act. Before either Party may initiate any legal action or proceeding or make a demand for arbitration, such Party must notify the other Party in writing of the dispute or controversy and make one or more of its executives available to meet with executives of the other Party to attempt in good faith to resolve the dispute or controversy. If the dispute or controversy has not been resolved thirty (30) days after such notice is given, either Party may initiate a legal action or proceeding or make a demand for arbitration in accordance with this Section, as applicable. Any dispute or controversy arising from or relating to this Agreement or the enforcement of any provision of this Agreement (other than any claim based on unauthorized use or disclosure of Confidential Information or infringement or misappropriation of intellectual property rights (an “*IP Claim*”)) (collectively, a “*Dispute*”), must be arbitrated in Wake County, North Carolina, before a single arbitrator experienced in the financial technology industry who is jointly selected and mutually approved by the Parties or, if the Parties are unable to or fail to agree on the selection of the arbitrator within fifteen (15) days of the demand for arbitration being served, who is appointed by Judicial Arbitration and Mediation Services (JAMS) in accordance with its rules. The arbitrator shall serve as a neutral, independent and impartial arbitrator. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (and in accordance with the expedited procedures in those rules). The arbitrator will require the non-prevailing Party to pay for the costs of arbitration, including reasonable attorneys’ fees incurred by the prevailing Party in connection with the arbitration. The results of the arbitration procedure will be considered confidential information of both Parties. Any arbitration decision rendered will be final and binding, and judgment thereon may be entered in any court of competent jurisdiction. Notwithstanding the above, neither Party will be required to arbitrate an IP Claim. With respect to an IP Claim only, Partner and SHR consent to the exclusive jurisdiction of, and venue in, the state and federal courts of Wake County, North Carolina, U.S.A. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Each Party agrees that any proceeding to resolve or litigate any dispute hereunder, whether in arbitration or in court, will be conducted solely on an individual basis, and neither Party will seek to have any dispute heard as a class action, a representative action, a collective action, a private attorney-general action or in any proceeding in which either Party acts or proposes to act in a representative capacity. The Parties further agree that no arbitration or proceeding will be joined, consolidated or combined with another arbitration or proceeding without the prior written consent of all Parties to such other arbitration or proceeding.

13. **NOTICE.** All notices under this Agreement must be in writing and will be effective (i) upon personal delivery, (ii) one (1) business day after sending by overnight air courier or electronic means, or (iii) three (3) business days after deposit in the U.S. Post Office, certified mail, return receipt requested, to the following address (if the notice is to SHR) and to the address provided in the registration information for Partner’s SHR account (if the notice is to Partner) or another address designated by the recipient Party. All notices to SHR will be sent to Surprise HR Inc., 434 Fayetteville Street Ste 1740, Raleigh, NC, 27601 Attention: Legal. Invoices (in the event invoicing is utilized) will be provided electronically to the email address supplied by Partner for such purpose.

14. **ASSIGNMENT.** Partner may not sell, assign, transfer or delegate any of its rights, duties or obligations under this Agreement, or assign or transfer this Agreement (in whole or in part), without the prior written consent of SHR. SHR reserves the right to assign or transfer this Agreement or any of its rights, duties and obligations to any third party, without the prior written consent of Partner.

15. **EQUITABLE RELIEF.** Partner agrees that any actual or threatened breach of Sections 2.2, 6.1 or 11 would cause irreparable injury to SHR and its suppliers for which no adequate remedy at law exists; therefore, Partner agrees that in addition to all other remedies available to SHR, and notwithstanding the provisions of Section 12, SHR may seek temporary equitable relief from the state or federal courts located in Wake County, North Carolina, U.S.A., without need to post bond, to enjoin any such violation until an arbitrator can be empaneled and determine whether such relief should be extended, modified or discontinued. If the arbitrator determines that the injunctive relief was appropriate, the arbitrator shall award SHR its out-of-pocket expenses incurred in seeking and enforcing any such equitable remedies, including without limitation any legal expenses, including court costs and attorneys' fees.

16. **GENERAL PROVISIONS.** This Agreement does not create any relationship of association, partnership, joint venture or agency between the Parties. Neither Party will have any right or authority to assume, create or incur any liability or obligation of any kind against or in the name of the other Party. This Agreement (including the applicable Online Terms and any terms on the Portal) set forth the entire agreement and understanding between the Parties with respect to the subject matter in this Agreement. This Agreement merges all previous discussions and negotiations between the Parties and supersedes and replaces any and every other agreement, which may have existed between the Parties with respect to the contents of this Agreement. Except to the extent and in the manner specified in this Agreement, any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representative of each Party. The failure of either Party to exercise any right granted under this Agreement, or to require the performance by the other Party of any provision of this Agreement, or the waiver by either Party of any breach of this Agreement, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.