

MANAGED SERVICES ADDENDUM

Effective June 25, 2018 – October 31, 2018

- I. As part of the Managed Services, Namely shall provide the below listed services to Client in accordance with the Agreement and the terms herein. Client must request and/or approve all actions prior to Namely's performance of such actions.
 1. Namely Platform Support and Client Enablement
 - a. Create onboarding templates, performance management cycles, and workflows for the Client in the Client's instance of the Platform.
 - b. Make changes in the Client's instance of the Platform at Client's direction.
 2. HR Support
 - a. HR compliance support.
 - b. HR general guidance.
 - c. Template HR forms and policies (e.g., dress code policy, job application form, etc.).
 - d. Assistance with creation and review of job description templates and review of job descriptions.
 - e. Review performance improvement plans and provide corrective action guidance as requested by Client.
 - f. Assistance with ADA interactive process (e.g., assistance with determining if a request is covered by the ADA).
 - g. Assistance with FMLA administration and leave tracking.
 - h. Unemployment claims response and management.
 - i. EEO-1 & Vets-100 Report preparation and submission, if applicable.
 3. Employee Service Center
 - a. Answer questions from employees of Client on a range of HR, benefits and payroll topics, including, but not limited to: W2s, paystub, change of address, submission of life event changes, submission of enrollment information, making changes to benefits elections and employee-level how-to in the Client's instance of the Platform.
 - b. Process employment verification requests.
 4. Benefits Administration
 - a. Process benefits changes in the Client's instance of the Platform.
 - b. Manage eligibility with carriers in the absence of carrier feeds, if Client is a Namely Employee Benefits client, by forwarding enrollment and life event change information to carriers as needed. If not, Namely will work with Client's broker to provide reports necessary for broker to manage eligibility.
 - c. Preparation and filing of ACA Reports (1094 and 1095 forms).
 5. Payroll
 - a. Administration
 - i. Make payroll changes in the Client's instance of the Platform at Client's direction (e.g., changes to role or salary).
 - ii. Import approved hours and processing payroll in the Client's instance of the Platform based on a process pre-approved by Client.
 - iii. Perform payroll audit when Client makes a change that has a significant effect on payroll (e.g. change in office location, acquisition of another company).
 - iv. Tax registration in new states, if registration by a third party is allowed by the state.
 - v. Prepare, deposit and file Client's payroll taxes for all federal, state and local jurisdictions in which Namely has processed payroll on Client's behalf.
 - vi. Prepare and file quarterly tax statements for each Federal Employer Identification number ("FEIN") and, where required, each state or local tax identification number provided by either the Client or obtained by Namely through third party

registration where permitted. The statements will include a summary of tax liabilities reported throughout the quarter, account reconciliation and printed returns filed at quarter end.

- vii. Provide direct deposit advice slips, and if the option is selected (pursuant to the relevant fees), print checks for Client based on the information from each completed payroll. Namely shall be responsible for providing such printed checks and direct deposit advice slips to the commercial overnight carrier selected by Client.
 - viii. Answer tax agency correspondence for tax deposits and returns filed by Namely on Client's behalf.
 - ix. File amended returns as required for returns processed by Namely. Charges may apply in the event the amended return is a result of incorrect information supplied to Namely.
 - x. Prepare and file W2 agency filings.
 - xi. Set up wage attachments in Client's instance of the Platform. Prepare and deposit Client's wage attachment liabilities for any third party to which an employee of Client owes a debt and has either agreed to or is compelled by the appropriate governmental authority to resolve via attachment of such employee's wages. Additional charges may apply for wage attachment processing.
 - xii. To the extent that a payroll or tax filing error is solely caused by Namely, the cost to correct such error, including, but not limited to, payment of any fines, shall be payable by Namely.
- b. Funds Collection and Handling
- i. For direct deposit only clients and for any tax liability within a given pay period requiring a "next day" payment, Namely must receive from Client the total tax liabilities corresponding to Client's payroll and wage attachments for the given pay period at least one (1) business day prior to the applicable check date from Client's designated bank account.
 - ii. For direct deposit plus check printing clients and for tax liabilities not requiring a "next day" payment date, Namely must receive from Client the total tax liabilities and wage attachments associated with the given pay period three (3) business days prior to the payroll check dates.
 - iii. At the times specified above, Namely must receive from Client the funds to cover the total payroll liability of Client. Namely will direct the transfer of funds from Client's designated bank account to Namely's account by electronic funds transfer. Client consents to the transfer of funds from Client's designated bank account to Namely's account by electronic funds transfer.
 - iv. In the event that Client makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property, or the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against Client, Namely may (i) terminate the Agreement only upon notice to Client, or (ii) change the method via which Client submits funds under this Addendum.
 - v. The funds held by Namely on Client's behalf will be segregated from other funds of Namely, but may be commingled with funds of other payroll customers. Namely will be entitled to receive all net investment income generated and interest earned on any funds held and invested pursuant hereto.
 - vi. Independently of the result of any investments of the funds performed by Namely, Namely has the obligation to pay Client's tax liabilities and wage attachments provided the Client has previously deposited the corresponding funds with Namely.

- vii. In the event that Namely is unable to settle funds on behalf of Client, Namely shall return such funds on behalf of Client. Client shall be solely responsible for the escheat of such funds; Namely shall have no responsibility to escheat such funds.
- c. Client Responsibilities
 - i. Client shall adhere to the National Automated Clearinghouse Association (“NACHA”) rules for the transfer of funds at all times.
 - ii. Client shall provide Namely with all valid federal, state and/or local Tax ID numbers in the format required by the corresponding agency unless Namely has completed the registration process in those federal, state and/or local tax jurisdictions pursuant to section 5(a)(iv) of this Addendum.
 - iii. Client shall provide payroll related Client Data in a format reasonably requested by Namely and in a reasonable period of time after such request has been made. Payroll and tax submissions may be delayed in the event that such Client Data is not provided to Namely within a reasonable period of time. Additional fees may apply in the event that Client cannot supply payroll data in the format or time period requested by Namely.
 - iv. Client shall provide accurate information to Namely. Namely is not responsible for (1) any pre-existing errors or similar matters arising prior to the commencement of services by Namely, or (2) any errors that may occur in the event that Client fails to provide Namely with all necessary, complete and accurate information.
 - v. Client shall timely execute any and all documents and forms presented by Namely in order to process payroll on Client’s behalf, including power of attorney to service taxes. Namely, in its discretion, may terminate the Agreement in the event Client fails to execute such documents or forms when requested by Namely.
 - vi. Client shall timely respond to any and all requests made by Namely. Namely may unilaterally amend or update the terms of this Addendum by providing written notice to Client only (i) as reasonably determined by Namely in order to update the payroll services provided, or (ii) as mandated by any governmental agency or taxing authority. In the event that changes under (i) above adversely impact Client’s normal business operations, Client shall have the option to reject such changes, in good faith, within thirty (30) days of receipt of notice of such change from Namely by providing written notice to Namely. Upon such rejection, Namely shall have the option to not make said change or terminate the Agreement.
 - vii. Client shall cooperate and diligently perform its responsibilities as set forth in this Addendum and acknowledges that failure to do so may result in (i) additional fees or costs to Client or (ii) Namely’s termination of the Agreement upon notice to Client. Namely shall provide Client with ten (10) days advanced written notice of its intent to charge such additional fees and/or costs, and Client shall have the opportunity to cure same during such ten (10) day period.
- d. Client shall maintain good and sufficient collected funds in Client’s designated bank account to cover all funding transactions to be made under this Addendum. In the event Client fails to maintain such good and sufficient collected funds, Namely may (i) terminate the Agreement only upon notice to Client and charge Client for any applicable fees, penalties, and interest, or (ii) change the method via which Client submits funds under this Addendum. Client also acknowledges that, in the event that Client fails to maintain such good and sufficient collected funds, (i) Client will immediately become solely responsible for all funding transactions to be made under this Addendum, (ii) Client will pay Namely for any fees, fines or funds paid by Namely as a result of such insufficient funds, and (iii) Namely may take any such legal action as it deems appropriate to collect such fees, fines or funds paid by Namely as a result of such insufficient funds.
- e. Tax Information Acknowledgement

- b. joint employment or co-employment of any Client employee by Client and Namely.