

## COLLECTIVE PAYROLL – STANDARD TERMS & CONDITIONS

(Payroll Processing/EOR)

These **COLLECTIVE PAYROLL STANDARD TERMS & CONDITIONS** (these “Terms”) apply to all services provided by Collective Payroll, LLC, Collective Payroll Operations, LLC, and/or Collective Payroll Tours, LLC, (“CP”) for the individual or entity that accepts, orders, or receives services of any kind from CP (“Customer”). By accepting services of any kind from CP, Customer agrees to be legally bound by these Terms in their entirety. No separate signature is required for these Terms to be effective and enforceable. CP and Customer may sometimes be referred to herein individually as a “Party” and collectively as the “Parties”.

**NOTE:** *If the Parties have previously executed a master agreement applicable to the subject matter hereof, that agreement shall govern to the extent inconsistent with these Terms. These Terms are available online at [www.RockForce.com](http://www.RockForce.com), and these Terms may be updated and revised from time to time. To the extent of any inconsistency between these Terms and the Terms published online at the time any services are provided hereunder, the published version of the Terms shall control.*

Now, therefore, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, these Terms are established as follows:

### 1. Services.

**(a) Payroll Services.** In accordance with these Terms, Customer hereby engages CP or any of its affiliates to act as the Employer of Record (“EOR”) for the persons or employees working and/or performing services for Customer (“Employees”) and provide payroll services on behalf of Customer for certain Events of Customer (“Events”). These Terms apply for the benefit of CP on its own behalf and any related entity that is controlled by, under common control with, or controls CP (a “CP Entity”), and that provides services for Customer pursuant to these Terms. Each CP Entity shall be deemed to be a party to these Terms. The rights and obligations under these Terms are to be determined based on the CP Entity that performs the services. In no event shall Customer have any rights against a CP Entity except for the CP Entity that actually performs the services. CP will provide payroll services on behalf of Customer for the Events. The payroll services provided by CP with respect to Employees will be based on the “Employment Records” prepared and submitted by Customer to CP. Employment Records received by CP from the Customer will be deemed as authorized and approved by the Customer for use in payroll processing. On the basis of Employment Records, CP shall compute, process, deduct, remit and pay wages, allowances, fees, dues, garnishments, contributions required for minors, Trust Fund contributions, taxes, insurance, fringe benefits, and/or other payments called for under applicable laws. In order for Customer to avoid late payment penalties, Customer understands and agrees that all Employment Records must be delivered to CP, and payroll reports approved per CP deadlines to allow for proper processing of payroll. It is understood and agreed between the Customer and CP that some of these payroll-related payments and deductions are employer-related payments, and some are employee-related deductions. Customer maintains the obligation to ensure accuracy of its Employment Records and payroll information submitted to CP.

**(b) Tax & Payroll Obligations.** CP will calculate all employee withholdings of the Employees and pay all taxes and related obligations imposed by applicable laws or governmental or union regulations in connection with services of the Employees hereunder, including without limitation, payment and withholdings for Social Security and Medicare taxes, unemployment taxes, workers compensation and required disability insurance. CP shall also prepare and file required governmental or Union returns and reports, including but not limited to quarterly or yearly employment tax returns and benefit plan contribution reports, but excluding reports related to mandated employer health coverage (including form 1095-C or other reports as may be required by IRS Sections 6065 and 6056) unless otherwise specified and agreed to in writing. CP shall compute and pay all legally required payments and payroll taxes with respect to those payments to Employees and prepare and issue all legally required filings with respect thereto. The Parties acknowledge that the Services do not constitute professional employer organization or employee leasing services and the Parties do not intend for these Terms to be deemed an agreement for such services.

**(c) Benefits Plans.** On the basis of the Employment Records and instructions supplied by Customer, CP will make Employee-authorized payroll deductions on behalf of Employees for contributions to their various elected benefits plans. Customer shall be solely responsible for the administration and operation of any such benefits plans for which payroll deductions are being made. Customer also acknowledges that CP shall have no responsibility for Customer’s employee benefit plans, including but not limited to any applicable ERISA and other legal compliance obligations.

**(d) Software.** CP may provide Customer and its Employees with access to designated software application(s) or online solution(s) (collectively, the “Software”). Customer hereby acknowledges and agrees that any Software and any right to use the Software will be limited to the term of these Terms.

**(e) Data License.** Customer hereby grants to CP a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, transferable license and right to use, copy, store, transmit, modify, create derivative works of, and display all data, information, material and the like provided to CP in connection with the Services (the “Provided Data”) (i) to provide the Services, (ii) to prevent or address service or technical problems, (iii) in anonymized, aggregated form, and (iv) as may be required by applicable laws.

**2. Customer is the Common Law Employer.** It is expressly agreed by Customer and CP that within the scope of these Terms, the status of CP is that of “Employer of Record” of the Employees for purposes of providing workers’ compensation insurance and payroll processing services only. Customer will maintain sole and exclusive authority to hire, supervise, assign, direct, control, classify, set the compensation of, and terminate the Employees and thus having such authority, Customer shall be deemed the “Common Law Employer” of all Employees. Customer shall remain fully liable for payment of wages to Employees and for any negligence or any other wrongful acts or omissions arising out of or relating in any way to the Events or the employment relationship between the Employees and Customer. Customer expressly acknowledges and agrees that CP will NOT undertake, and Customer will be solely responsible for, all common law employment obligations of the Employees.

**3. Rates and Payment.** Rates for services shall be as set forth in the applicable rate card. Payment terms are net zero (0) days following Customer’s receipt of CP’s invoice. Payment shall be issued via ACH. Customer shall complete the attached Authorization for Pre-Authorized Debit Agreement, designating a funding account from which CP or its authorized agent will draw funds for the amounts due to CP pursuant to these Terms. Customer shall maintain sufficient funds in its funding account to cover all amounts due as they arise. In the event that the funds in the Customer’s funding account are insufficient to cover amounts due, CP reserves the right to immediately suspend all services until adequate funding is restored. CP, in its sole discretion, may require Customer to provide a deposit payment prior to the Event to ensure timely delivery for payroll; such deposit shall be in an amount determined by CP in its reasonable discretion and shall be due and payable no later than five (5) business days prior to the applicable Event. If payment in full is not timely received by CP, then delinquent amounts shall accrue interest at the lesser of (i) the daily SOFR rate published by the Federal Reserve Bank of New York plus fifteen percent (15%), or (ii) the highest rate allowable by applicable law, accruing from the date payment was due until paid in full. Furthermore, if any amounts are not timely paid by Customer, Customer shall be responsible for all expenses of collection, including reasonable attorneys’ fees, collection agency fees, and court costs. Customer agrees that payment for the services is the sole responsibility of Customer and is not contingent upon Customer’s ability to bill, collect payment, or settle obligations with a third party.

**4. Invoice Disputes.** Where there is a legitimate dispute as to all or part of CP’s invoice: (i) Customer shall notify CP of such dispute within 48 hours after receipt of the invoice; (ii) if Customer fails to timely dispute an invoice, inquiries or disputes regarding such invoice shall be deemed waived; (iii) Customer shall remain obligated to timely pay any undisputed portion; and (iv) the Parties agree to promptly resolve any invoice dispute, acting reasonably and in good faith.

5. **Representations, Warranties & Covenants.** Customer represents, warrants and covenants that:

(a) Customer has the right to accept these Terms and to perform its obligations hereunder;

(b) Customer agrees to comply with all applicable US federal, state and local laws and any applicable foreign laws, including, without limitation, those concerning the hiring and classification of individuals authorized to work in the jurisdiction where work is to be performed, wage payment, meal and rest break obligations, occupational safety and health, discrimination, retaliation or harassment based on race, religion, gender, age, sexual orientation, physical disability and any other categories protected by applicable US federal, state and local laws and any applicable foreign Laws;

(c) Customer will timely provide CP with all information and materials required and requested by CP (e.g., applicable collective bargaining agreements, W-4s, W-9s, I-9s, timecards, etc.) to permit CP to perform its obligations hereunder and any and all information provided to CP will be accurate and in compliance with applicable collective bargaining agreements, Employees service contracts and applicable laws;

(d) Customer shall be solely and exclusively responsible for compliance with the US and foreign tax and immigration Laws and for verifying the legal right of each Employee to obtain employment in the US, and any other applicable country, including, without limitation, verifying that Employees are not identified on any list issued by the Office of Foreign Assets Control. In the event that any Employee is identified as not authorized to work in the US, Customer will notify CP of this fact within twenty-four (24) hours and will be solely responsible for notifying the affected Employee, completing and submitting any and all documents required by the US Department of Homeland Security, and taking all additional steps necessary to resolve the question of the Employee's legal right to obtain employment in the US. In the event that CP acts as Customer's agent for E-Verify purposes, then Customer will indemnify, defend and hold harmless CP against any liability arising from or related to any Employee's legal right to obtain employment in the US;

(e) Customer is responsible for compliance with the employer health coverage mandate with respect to the Employees under Section 4980H of the Internal Revenue Code. To the extent Customer is obligated to comply with the rules and regulations of any federal, state or local government-sponsored savings programs for Employees, Customer will manage, control and pay all amounts as may be required by the program;

(f) Customer has full and complete control over the Employees and will direct, control, manage, guide and instruct the Employees in all aspects necessary and as required by an employer to ensure performance of the Employee's duties, including, without limitation, hiring, safety, and terminating the Employees. Customer retains the sole and exclusive authority to hire, classify, supervise, assign, direct, control, set the compensation of, and terminate the Employees. Accordingly, CP will not be subject to any claims arising from, in connection with, or as a result of services supplied by CP hereunder or the product of any services provided to Customer by any Employees, or the use of such product in any medium anywhere in the world, except to the extent that such claims are solely due to acts or omissions by CP;

(g) Customer shall be solely responsible for any and all obligations (whether by collective bargaining agreement, personal agreement, applicable law or otherwise) with regard to any Employees for whom Customer does not timely provide accurate information or required documentation to CP. Notwithstanding anything herein to the contrary, CP reserves the right to refuse to process any payroll for which CP determines it has not been provided with timely, accurate or complete information by Customer in order to process such payroll in compliance with applicable laws, including, without limitation, US tax and immigration laws;

(h) Customer has and shall maintain throughout the term of these Terms: (i) Comprehensive General Liability insurance with a per occurrence limit of not less than \$2,000,000; and (ii) Excess/Umbrella Liability insurance of not less than \$3,000,000 providing excess coverage over all limits and coverage required herein. Such Customer insurance should be primary and non-contributory and provide a waiver of subrogation in favor of CP. Customer shall deliver to CP a certificate of insurance compliant with the foregoing requirements and will provide CP with thirty

(30) days written notice of cancellation or non-renewal of such certificate. All required insurance will be placed with carriers licensed to do business in the applicable state, have at least an A-VII rating in the most current edition of A.M. Best's Property Casualty Key Rating Guide. All coverage shall name Collective Payroll, LLC, Collective Payroll Operations, LLC, Collective Payroll Tours, LLC and each of their parent and affiliate entities as an additional insured;

(i) If Customer elects to provide its own workers' compensation insurance, then Customer must provide a certificate of insurance showing valid coverage for statutory limits that is acceptable to CP and such policy must include an Alternate Employer Endorsement and a waiver of subrogation in favor of CP; and

(j) Customer shall immediately provide CP with copies of any and all notices of injuries, grievances, claims or suits of any kind relating in any way to any Employees working on the Events.

6. **CP Representations and Warranties.** CP represents and warrants to Customer that:

(a) CP is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization and has all necessary authority to accept these Terms and perform its obligations hereunder;

(b) CP will perform the Services in material compliance with all applicable federal, state, and local laws, including applicable payroll tax, wage payment, and employer-of-record laws;

(c) CP maintains all licenses, permits, and registrations required to act as Employer of Record in the jurisdictions in which it provides Services hereunder; and

(d) CP will maintain reasonable and appropriate administrative, technical, and physical safeguards designed to protect the security and confidentiality of Employment Records and other personal information of Employees provided to CP by Customer in connection with the Services.

7. **Data Privacy and Security**

(a) **CPRA.** In accordance with the California Privacy Rights Act, Cal. Civ. Code § 1798.100 *et seq.*, and its implementing regulations (the "**CPRA**"), CP acknowledges that, when acting as a service provider to Customer, it is prohibited from: (i) selling or sharing personal information; (ii) retaining, using, or disclosing personal information for any purpose other than for services provided hereunder or as otherwise permitted by the CPRA; (iii) retaining, using, or disclosing personal information outside of the direct business relationship between CP and Customer; and (iv) combining personal information which CP receives from or on behalf of its customers, with personal information which it receives from or on behalf of another person or persons, or collects from its own interaction with the consumer; provided that CP may combine personal information to perform any business purpose as further set forth in the CPRA. If CP engages any other person or entity to assist it in processing personal information for a business purpose on behalf of Customer, or if any other person or entity engaged by CP engages another person or entity to assist in processing personal information for such business purpose, it will inform Customer of such engagement, and the engagement will be pursuant to a written contract binding the other person or entity with substantially similar requirements set forth in this Section.

(b) **Other Privacy Laws.** In addition to the CPRA, the Parties acknowledge that other state and federal privacy laws may apply to the personal information of Employees processed by CP hereunder, including without limitation the Virginia Consumer Data Protection Act, the Colorado Privacy Act, and applicable federal privacy regulations. CP shall comply with all applicable privacy laws in connection with its processing of Employee personal information. Customer shall be responsible for ensuring that any personal information it provides to CP in connection with the Services is provided in compliance with applicable law and with appropriate notice to and, where required, consent of the affected Employees.

(c) **Data Retention and Return.** Upon termination of these Terms, CP shall, at Customer's written request, return or securely destroy all Employment Records and other personal information of Employees in CP's possession, except to the extent

CP is required to retain such information under applicable law. CP shall notify Customer of any data security breach affecting Employee personal information promptly and in accordance with applicable breach notification laws.

## 8. Indemnification.

**(a) Customer Indemnity.** Customer agrees to hold CP harmless and to indemnify and defend CP, its subsidiaries, its affiliates and their successors, officers, directors, employees, licensees, assignees and representatives (collectively the "CP Indemnified Person(s)") from and against any and all claims, demands, charges, grievances, unfair labor charges, arbitration claims, investigations, administrative actions, court actions, costs, expenses and liabilities, including reasonable outside legal fees and costs (collectively, "Indemnification Liabilities"), to the extent arising out of or related in any way to (i) any breach of a representation or warranty of Customer given to CP pursuant hereto, (ii) Customer's breach of any of its obligations under or covenants arising hereunder, and (iii) all liabilities arising out of or in connection with compliance with the employer coverage mandate under Section 4980H of the Internal Revenue Code. Notwithstanding the preceding, Customer has no indemnification obligations to the extent any Indemnification Liabilities are caused by the gross negligence or willful misconduct of CP Indemnified Persons. Customer's duty to defend CP hereunder shall entitle CP to select its legal counsel, it being acknowledged by Customer and CP that in any action arising pursuant to this Section, the respective interests of Customer and CP may in some instances be in conflict.

**(b) CP Indemnity.** CP agrees to hold Customer harmless and to indemnify and defend Customer, and each of their respective parents, partners, subsidiaries, shareholders, officers, directors, members, managers, agents, employees, successors, licensees and assignees and representatives (collectively the "Customer Indemnified Person(s)") from and against any and all Indemnification Liabilities actually and reasonably incurred by a Customer Indemnified Person to the extent arising out of or resulting from (i) any breach of a representation or warranty of CP given to Customer pursuant hereto, or (ii) CP's gross negligence and/or willful misconduct. Notwithstanding the preceding, CP has no indemnification obligations to the extent such Indemnification Liabilities are caused by the negligence or misconduct of the Customer Indemnified Persons.

**(c) Indemnification Procedure.** The Party claiming indemnification shall: (i) notify the indemnifying Party of any claim in respect of which the indemnity may apply; (ii) relinquish control of the defense of the claim to the indemnifying Party; and (iii) provide the indemnifying Party with all assistance reasonably requested in defense of the claim. The indemnifying Party shall be entitled to settle any claim without the written consent of the indemnified Party so long as such settlement only involves the payment of money by the indemnifying Party and in no way affects any rights of the indemnified Party. The indemnities set forth herein shall not apply to the negligence of the indemnified Party.

9. **Limitation of Liability.** IN NO EVENT WILL CP BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS, WHETHER IN AN ACTION BASED UPON CONTRACT, TORT, OR OTHERWISE. IN NO EVENT WILL CP, OR ANY THIRD-PARTY PERFORMING SERVICES FOR OR ON BEHALF OF CP HEREUNDER, BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES OR LOSS DUE TO (I) ANY CUSTOMER MATERIALS OR (II) ANY MATTER BEYOND CP'S REASONABLE CONTROL. CUSTOMER'S SOLE REMEDY FOR CP'S LIABILITY REGARDING THE SERVICES PROVIDED HEREUNDER WILL BE LIMITED TO THE RE-PERFORMANCE OF ANY DEFECTIVE SERVICE PROVIDED BY CP, OR IF RE-PERFORMANCE IS NOT AVAILABLE OR PRACTICAL, THEN A PRO-RATA REFUND OF THE FEES PAID TO CP THAT ARE ALLOCABLE TO THE DEFECTIVE SERVICE. IN NO EVENT WILL THE LIABILITY OF CP, OR ANY THIRD-PARTY PERFORMING SERVICES FOR OR ON BEHALF OF CP HEREUNDER, WITH RESPECT TO THE SERVICES OR OTHERWISE RELATED TO THESE TERMS EXCEED THE HANDLING FEES PAID BY CUSTOMER WITH RESPECT TO THE APPLICABLE EVENT DURING THE PRIOR TWELVE MONTHS FOR ANY AND ALL CLAIMS HEREUNDER BY CUSTOMER.

10. **Term and Termination.** The term of these Terms shall commence on the earlier of (i) engagement by Customer for CP to provide services, or (ii) the date

Customer first accepts Services from CP (the "Effective Date") and shall continue until conclusion of all Events and completion of all Services for such Events, unless earlier terminated as provided herein. Either Party may terminate these Terms at any time and for any reason upon ten (10) days' prior written notice to the other Party; provided, however, that any termination shall not be effective until CP has completed all payroll processing obligations for any payroll period that has commenced prior to the effective date of termination, and Customer shall remain obligated to fund all such payroll obligations in full. In the event of Customer's material breach of these Terms, including failure to timely pay all amounts due hereunder, CP may terminate these Terms immediately upon written notice.

11. **Force Majeure.** Except for Customer's obligation to timely pay all sums due hereunder, any delay or failure of either Party to perform its obligations is excused to the extent that it is caused by an event or occurrence beyond its reasonable control, including but not limited to, acts of God, strikes, lockouts, pandemic, suspension of production, actions by governmental authority (whether valid or invalid), epidemics, pandemics, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage or labor problems, provided the Party claiming force majeure promptly notifies the other Party of the event of force majeure, the anticipated duration of the event of force majeure, and the steps being taken to remedy the failure.

12. **Assignment.** CP may assign or transfer its rights and interests in these Terms at any time to any affiliate of CP or to any successor entity in connection with a merger, acquisition, or sale of all or substantially all of CP's assets, without restriction and without Customer's consent. Customer may not assign or transfer these Terms or any of its rights or obligations hereunder without CP's prior written consent. Any purported assignment by Customer without such consent shall be null and void.

13. **Governing Law, Jurisdiction and Venue. Applicable Law; Jurisdiction:** To the fullest extent allowed by law, these Terms shall be governed by, subject to, and construed in accordance with, the laws of the State of Tennessee, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. Any legal suit, action, or proceeding arising out of or based upon these Terms shall be instituted in the federal or state courts located in Davidson County, Tennessee.

14. **Waiver of Right to Jury; Arbitration.** CUSTOMER AND CP EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS THEY HAVE UNDER LAW TO A TRIAL BEFORE A JURY AND AGREE TO MANDATORY BINDING ARBITRATION OF ALL DISPUTES OR CLAIMS ARISING OUT OF THESE TERMS PURSUANT TO THE THEN-CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"), OR SUCH OTHER ARBITRAL FORUM AS THE PARTIES MAY AGREE. ARBITRATION SHALL BE CONDUCTED BY A SINGLE NEUTRAL ARBITRATOR APPOINTED IN ACCORDANCE WITH THE AAA RULES. THE COST OF THE ARBITRATION FILING FEE SHALL BE BORNE EQUALLY BY THE PARTIES, UNLESS THE ARBITRATOR DETERMINES OTHERWISE. NOTWITHSTANDING THE FOREGOING, EITHER PARTY MAY SEEK EMERGENCY INJUNCTIVE OR OTHER EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION TO PREVENT IRREPARABLE HARM PENDING THE OUTCOME OF ARBITRATION.

15. **Confidentiality.** Each Party agrees to keep confidential all non-public information of the other Party obtained in connection with these Terms, including without limitation Employment Records, payroll data, wage rates, financial information, and business processes ("Confidential Information"), and to use such Confidential Information solely for the purpose of performing its obligations hereunder. Each Party shall protect the other's Confidential Information with at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care. The foregoing obligations shall not apply to information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was already known to the receiving Party at the time of disclosure; (c) is independently developed by the receiving Party without use of Confidential Information; or (d) is required to be disclosed by applicable law or court order, provided that the receiving Party gives the disclosing Party prompt written notice and cooperates in seeking a protective order. Obligations under this Section shall survive termination of these Terms for a period of three (3) years.

16. **Miscellaneous.**

**(a) Enforceability; Severability.** In the event that any of the terms contained in these Terms are found to be unenforceable, then the remainder of the terms shall continue to be in full force and effect.

**(b) Entire Agreement.** These Terms, together with any applicable rate card and the Authorization for Pre-Authorized Debit Agreement, constitute the entire agreement between CP and Customer with respect to the subject matter hereof, and supersede all prior understandings, agreements, and representations, whether written or verbal, with respect to such subject matter.

**(c) Notices.** Notices or demands required to be given herein shall be in writing and addressed to RockForce at the address set forth below, and shall be effective (i) upon the next business day if sent by overnight express service; (ii) on the same day if personally delivered; or (iii) three (3) days after mailing if sent by certified or registered U.S. mail, postage prepaid. Email notice is sufficient for operational communications (e.g., Employment Record submissions, payroll approvals, and funding confirmations).

**(d) Binding Effect.** These Terms shall be binding upon and inure to the benefit of CP and Customer, and their respective successors and permitted assigns.

**(e) Attorneys' Fees.** In any arbitration or court proceeding to enforce the terms of these Terms or declare rights hereunder, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the other Party.

**(f) Amendment and Modification.** No amendment or modification of these Terms shall be binding unless made in writing and signed by authorized representatives of both Parties.

**(g) Headings.** The section headings contained in these Terms are for reference purposes only and shall not limit or define the meaning of any of the terms or provisions hereof.

Notices to CP shall be directed to:

Collective Payroll, LLC  
Attn: General Counsel  
34 East Butler Avenue, 3rd Floor  
Ambler, Pennsylvania 19002

and via Email to:

[kimberlyworlow@rockforce.com](mailto:kimberlyworlow@rockforce.com)  
[timothydaniel@rockforce.com](mailto:timothydaniel@rockforce.com)

## AUTHORIZATION FOR PRE-AUTHORIZED DEBIT AGREEMENT

### Requirements for Setting Up Direct Debits

Before submitting this Authorization, Customer must confirm the following:

1. You must already have an active account set up with your bank.
2. You must inquire whether your bank has any special procedures and/or requirements regarding direct debits and immediately fulfill all obligations under those requirements.
3. You must complete this Authorization form in its entirety.
4. If utilizing multiple entities on your project, please list all companies to be debited from the bank account information included in this Authorization.

### Customer & Contact Information

|                                  |                         |
|----------------------------------|-------------------------|
| Customer:                        | Project / Event / Tour: |
| Contact Name:                    | Contact Number:         |
| Email(s) for Remittance Notices: |                         |

### Authorization

Customer hereby authorizes **COLLECTIVE PAYROLL, LLC, COLLECTIVE PAYROLL OPERATIONS, LLC, COLLECTIVE PAYROLL TOURS, LLC**, and their named subsidiaries (collectively, "**CP**"), to initiate debit withdrawals from Customer's account at the Financial Institution named below. The authorized debit amounts shall correspond to invoiced amounts issued by CP. Customer additionally authorizes CP to initiate credit entries and adjustments for any debit entries made in error. Customer understands and represents that all transactions originating from this Authorization will comply with the **NACHA Operating Rules** and all other applicable law.

### Financial Institution Information

|                        |                                                                               |
|------------------------|-------------------------------------------------------------------------------|
| Financial Institution  |                                                                               |
| Phone Number           |                                                                               |
| Bank Street Address    |                                                                               |
| City / State / Zip     |                                                                               |
| Routing Number         |                                                                               |
| Account Number         |                                                                               |
| Type of Account        | <input type="checkbox"/> Checking <input type="checkbox"/> Savings            |
| Method of Transmission | <input checked="" type="checkbox"/> ACH <input type="checkbox"/> Reverse Wire |

### Terms of Authorization

This Authorization shall remain in full force and effect until cancelled in writing. Customer may only cancel this Authorization by providing written notice to CP at least five (5) business days prior to the desired cancellation date. This Authorization shall be governed by and construed in accordance with the laws of the **State of Tennessee**, without regard to conflict of law provisions. All transactions are subject to the **NACHA Operating Rules**, as amended from time to time. In the event of any unauthorized debit or error, Customer agrees to notify CP in writing within **sixty (60) days** of the transaction date.

### Authorized Signature

The undersigned represents and warrants that they are duly authorized to execute this Authorization on behalf of Customer and that Customer agrees to be bound by its terms.

|                   |              |
|-------------------|--------------|
| Customer Name(s): |              |
|                   |              |
| Signature:        | Date: _____  |
| Printed Name:     | Title: _____ |