Global Hiring Agreement

Date Updated: June 2026

This Global Hiring Agreement (also referred to as the "Master Terms of Service" or "MTOS" or "Agreement") governs the purchase and use of the Services pursuant to any ordering document. These MTOS are between Velocity Global, LLC, d/b/a Pebl, located at 3790 El Camino Real #1010, Palo Alto, CA 94306 ("**Pebl,**" "**we,**" or "**us**") and the organization identified in the corresponding Order Form, as defined below ("**Client,**" "**you,**" or "**your**"). Pebl and Client may be hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**."

1. **Definitions.** As used in this Agreement:
   1.1. "**Affiliate(s)**" means any entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a Party, in each case where the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, contractual interest, or otherwise.

   1.2. "**Agreement**" or "**Master Terms of Service**" or "**MTOS**" means, collectively, (a) the executed Order Form(s); (b) the applicable Product-Specific Terms; (c) the terms of this Global Hiring Agreement; (d) the Data Processing Addendum; and (e) the Platform Terms of Use.

   1.3. "**Applicable Laws**" means all applicable international, federal, state, and/or local laws and regulations applicable to a Party's business and its receipt of the Services, exercise of its rights, and/or performance of its obligations under this Agreement.

   1.4. **"Data Processing Addendum"** or **"DPA"** means the data processing addendum, available at https://hellopebl.com/legal/data-processing-addendum/, and which is hereby incorporated by reference.

   1.5. **"Employer of Record"** or **"EOR"** means the Employer of Record services provided by Pebl.

   1.6. **"Term"** means the period from the Effective Date and continues until terminated in accordance with Section 5.

   1.7. **"Order Form"** means an ordering document, online order, or statement of work that references these MTOS and specifies the Services ordered.

   1.8. **"Effective Date"** means the date on which both Parties sign the Order Form.

   1.9. **"Platform"** means Pebl's global work platform available at cloud.hellopebl.com, app.hellopebl.com and/or their affiliated websites, web pages and mobile applications (collectively, the "Platform") and which are subject to the terms set forth in the Platform TOU.

1.10. **“Platform Terms of Use”** or **“Platform TOU”** means the terms of use applicable to your access to and use of the Platform, available at https://hellopebl.com/legal/terms-of-use/, and hereby incorporated by reference.

1.11. **“Product-Specific Terms”** or **“Product-Specific TOS”** means the additional terms specific to that product, which are incorporated by reference into this Agreement and available at: Employer of Record Services: EOR Terms of Service https://hellopebl.com/legal/employer-of-record-services-tos/; and Add-On Terms of Services https://hellopebl.com/legal/employer-of-record-add-on-services/.

1.12. "**Services**" means those services provided to Client under this Agreement, including the applicable EOR Services and Add-On Services.

1.13. "**Supported Worker(s)**" or **“Supported Employee”** means the worker(s) identified by Client via the Onboarding Form (as defined in the applicable Product-Specific TOS).

2. Services Provided; Platform; Integrations.

2.1. In consideration for the fees set forth in the Order Form, Pebl will provide such Services to Client in accordance with this Agreement and each Order Form.

2.2. Client may request, via amendment, to add Client’s Affiliate to any Order Form as the party to the Order Form and such Affiliate will be deemed an additional counterparty to this Agreement. For avoidance of doubt, Client and its applicable Affiliate(s) will be jointly and severally liable for all obligations under this Agreement.

2.3. Client's right to access and use the Platform are further set forth in the Platform TOU.

2.4. Upon request by Client, Pebl offers optional integrations between the Platform and certain third-party systems, websites, and/or applications ("**Integration(s)**"), including various applicant tracking systems, and recruiting and/or human resource information software applications ("**Third Party Applications**"). If Client requests any Integration(s), Client is responsible for requesting Pebl enable the Integration(s). Client acknowledges that enablement of the Integration(s) may require Pebl share certain Confidential Information (as defined below) of the Client (including, to the extent necessary, any Personal Data, as defined below) with the providers of such Third Party Applications ("**Application Providers**"). Client is responsible for notifying any Application Providers of the applicable Integration. Client acknowledges that, by clicking any button or otherwise performing any action in any Third Party Applications meant to send candidate or employee data to Pebl for hire, Client is requesting that Pebl hire the identified candidate/employee as a Supported Worker under the Services and that any such requests will be carried out in accordance with and subject to the terms of this Agreement. For avoidance of doubt, (a) all Third Party Applications are "third party sites" as contemplated in the Platform TOU; (b) Client's access to and use of any Third Party Applications is governed by Client's agreement(s) with the applicable Application Provider(s) and Client agrees not to initiate any disputes or assert any claims or legal actions related to any Third Party Applications against Pebl; (c) Pebl makes no representations or warranties regarding the Third Party Applications; (d) Pebl has no liability whatsoever to Client for the Third Party Applications; (e) Third Party Applications and Application Providers are not Pebl's agent, subprocessor, or subcontractor. Client further understands and acknowledges that such Integration(s) are dependent on the third party's technical set-up, maintenance, and control and that Pebl is not responsible for any failures, errors, or issues that may arise in the Integration that are outside of Pebl's control.

2.5. Pebl may engage its Affiliates and/or subcontractors to support Pebl in its provision of the Services to Client, including, but not limited to, engaging Affiliates and/or subcontracted in-country partners ("**ICP**(**s**)") to serve as the local employer of record of the Supported Worker(s). Pebl shall identify any such Affiliates and/or ICPs upon request. Notwithstanding the foregoing, Pebl shall be responsible for all acts and omissions of any such Affiliates and/or ICPs as it is for its own acts and omissions and Pebl remains fully responsible to Client for the performance of its obligations and the provision of the Services to Client under this Agreement.

3. **Client Obligations.**

3.1. Unless otherwise agreed by the Parties, Client is responsible for identifying the Supported Worker(s) and the Client retains all responsibility (a) for the day-to-day management and control of such Supported Workers' performance, training, assignments, and work product as well as ensuring the Supported Worker meets the qualifications for the role, including any required certifications, or licenses or registrations; and (b) if applicable, for ensuring compliance with all health and safety obligations applicable to Client's industry, worksite, and/or business and any other location or worksite where the Supported Worker will perform services, and for the health and safety of the Supported Worker within their scope of work, which may include, but is not limited to, the provision of personal protective equipment, and posting of required notices and signage. Client represents and warrants that it will maintain, during the Term, all required certifications, licenses and registrations applicable to Client's business. Client is also responsible for ensuring compliance with any and all work site specific inspections in accordance with applicable law, industry standard, or by the nature or the location of the Client's business or business activities, the location or worksite where Supported Worker will perform services, or the nature of the Supported Worker's performance and activities. Client is responsible for maintaining accurate books and records to demonstrate compliance with Client's obligations set forth in this Section 3.1, which, upon request, will be provided to Pebl.

3.2. Client shall pay all Invoice Amounts (as defined herein) in accordance with the "Payment Terms" set forth in the Product-Specific TOS.

3.3. Client shall use and cause the Supported Worker(s) to use (1) the Platform for submitting, requesting, and approving Supported Worker leave/time off requests, Additions, and any other categories of employment-related administrative items as communicated by Pebl; and (2) the expense reimbursement management system specified by Pebl for submitting and approving Supported Worker business expenses. Client acknowledges that Pebl's obligations to administer such items are contingent upon Client and the Supported Worker(s) making proper use of the Platform and expense reimbursement management system.

3.4. Client is solely responsible for compliance with any and all export controls laws and regulations, embargoes and sanctions compliance requirements that apply to Client or the Supported Worker(s) relating to the work performed by the Supported Worker(s) for Client or the data and any other items exchanged between Client and any Supported Workers ("**Items**"), including but not limited to any licensing requirements under the United States federal International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR) or any applicable sanctions or embargoes issued by the United States government or any other government body. Client shall give written notice to Pebl of (a) the terms and conditions of any such compliance requirements, including any changes thereto; and (b) any request that Pebl facilitate importation of any Items (whether or not such Items are subject to any export control laws or regulations) to any Supported Worker(s) or other persons. Pebl will facilitate importation of Items to Supported Worker(s) or other persons identified by Client on the condition that Client, by making such a request, represents, warrants and covenants to Pebl that (a) if required, the Items are authorized by applicable governmental authorities for export to the applicable Supported Worker(s) or other persons under any applicable export controls laws or regulations, embargoes or sanctions compliance requirements; and (b) any and all documentation submitted by Client to governmental authorities relating to the Items, including but not limited to importation and exportation documentation and license applications, is and will be true and accurate in all material respects. Client's indemnification obligations relating to a breach of this Section 3.4 are excluded from the limitations of liability set forth below.

3.5. During the Agreement and for one (1) year thereafter, Client shall not, without Pebl's prior written consent, directly or indirectly, separately or in association with others (including any intermediary), engage any of Pebl's ICPs that it becomes aware of in the course of this Agreement for the provision of the same or similar Services that Pebl provides to Client under this Agreement.

3.6. Client acknowledges that Pebl's ability to provide the Services is dependent upon the completeness, accuracy, and timeliness of the information that Client provides to Pebl.

3.7. **Use of Services; Compliance.** The use of the Services by Client, including Client making the Services available to any third parties and the structure of such relationship, will comply with applicable law. Client remains responsible and liable for the use of the Services, whether by Client or through Client, directly or indirectly.

4. Anti-Bribery.

4.1. Neither Party nor any of its Affiliates nor any of its or their respective directors, officers, managers, members, employees, representatives or agents ("**Representatives**") will, directly or indirectly, promise authorize or make any payment to, or otherwise contribute any item of value to, any non-U.S. government official in violation of the U.S. Foreign Corrupt Practices Act, as amended and including all rules and regulations promulgated thereunder, or any other applicable anti-bribery or anti-corruption law, including, but not limited to, the U.K. Bribery Act ("**Applicable Anti- Bribery Laws**"). Each

Party represents and warrants to the other Party that, to the best of its knowledge, neither it nor any of its Representatives has violated or is, as of the Effective Date, in violation of any Applicable Anti-Bribery Laws.

5. **Term and Termination.**

5.1. **Term**. The term begins on the Effective Date and continues until terminated as provided herein. The Term for the Services are designated in the applicable Order Form, including any applicable renewal terms.

5.1.1. **Additional Supported Workers:** Client may onboard additional Supported Workers under a Fixed Term at any time. Each new Supported Worker will have their own Fixed Term as specified in the relevant Order Form. For the avoidance of doubt, any subsequent Order Form will have no effect on any Order Form currently in effect and will run concurrently with said Order Forms. Client may onboard additional Supported Workers under a PayGo (as defined in the Order Form) model at any time under the same terms and conditions, including pricing, in effect.

5.2. **Termination.**

5.2.1. **Termination of an Individual Order Form for Cause.** An individual Order Form may be terminated if the other Party materially breaches, defaults on, or fails to perform any of its obligations under this Agreement ("**Material Breach**") and the Material Breach either (1) remains uncured for a period of fifteen (15) days after receipt of written notice from the Party seeking termination ("**Cure Period**"); or (2) is of a nature that cannot be cured. A material breach of an Order Form shall entitle the non-breaching party to terminate only that Order Form, not the MTOS or any other Order Form.

5.2.2. **Termination of an Individual Order Form Without Cause.** Subject to any Notice Period, (a) if the Term of the Order Form is Perpetual, either Party may terminate the Order Form at issue by giving the other Party at least thirty (30) days' prior written notice of termination; or (b) if the Term is a Fixed Term, Client may terminate the Order Form at issue by giving Pebl at least thirty (30) days written notice of termination. Notwithstanding the preceding, and for the avoidance of doubt, any termination by Client prior to the end of the Fixed Term shall not relieve Client of its payment obligations and all fees remaining for the current Supported Workers' Fixed Term will become immediately due and payable.

5.2.3. **Termination of the Entire Agreement.**

(a) **Without Cause.** Subject to any Notice Period, the entire Agreement may be terminated by either Party without cause by giving the other Party at least thirty (30) days written notice of termination, subject to the payment obligations outlined in this Agreement (including, but not limited to, the Effect of Termination Section).

(b) **For Cause.** The entire Agreement may be terminated by either Party for cause: (a) with immediate effect by giving written notice to the other Party if all or substantially all the assets of the other Party are transferred to an assignee for the benefit of creditors, to a receiver or trustee in bankruptcy; a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within thirty (30) days; or the other Party is adjudged bankrupt or insolvent; or (b) if the other Party materially breaches, defaults on, or fails to perform any of its obligations under this Agreement ("**Material Breach**") if the Material Breach either (1) remains uncured for a period of fifteen (15) days after receipt of written notice from the Party seeking termination ("**Cure Period**"); or (2) is of a nature that cannot be cured. A material breach of the MTOS shall entitle the non-breaching party to terminate the MTOS and all active Order Forms.

5.2.4. **Termination or Suspension Due to Inactivity.** In the event Client does not onboard a Supported Worker within twelve (12) months from the Effective Date, Pebl shall have the right to either a) suspend Client's access to and use of the Services and Platform; and/or b) terminate this Agreement in its entirety, including any and all Order Forms. Alternatively, Pebl may require Client to agree to the then-current version of the MTOS prior to onboarding the first Supported Worker.

5.2.5. **Effect of Termination.** In the event of a termination (a) for cause prior to the end of the Fixed Term by Client due to an uncured Material Breach by Pebl, Client will not be responsible for its EOR Service Fee obligations remaining under the Fixed Term from the date of such termination; or (b) without cause by Client, or for cause by Pebl, prior to the end of the Fixed Term, all unpaid fees for the remainder of the Fixed Term shall accelerate and become immediately due and payable. For the avoidance of doubt, any termination by Pebl, or termination by Client without cause prior to the end of the Fixed Term shall not relieve Client of all payment obligations during the Notice Period. All fees remaining under the Fixed Term will become immediately due and payable.

5.3. Except as otherwise outlined in this Agreement or the Platform TOU, upon the effective termination of the MTOS(a) all rights, licenses and consents granted by one Party to the other under this Agreement and the Platform TOU will immediately terminate; (b) Pebl will disable Client's account used to access the Platform and/or otherwise restrict Client's access to and use of the Platform; (c) each Party shall immediately cease using the other Party's Confidential Information (as defined below); and (d) except to the extent necessary to comply with document retention requirements under Applicable Laws or a Party's bona fide document retention or archival policies, each Party shall return all documents and tangible materials embodying or containing the other Party's Confidential Information the other Party, or at the other Party's request destroy and certify to the destruction of such documents and tangible materials.

6. Confidential Information.

6.1. **Definition of Confidential Information.** "**Confidential Information**" means any and all business or technical information in any form or medium (whether oral, electronic or otherwise) disclosed or made available by one Party or its Affiliate ("**Disclosing Party**") to the other Party or its Affiliate ("**Receiving Party**") that is identified as or considered by the Disclosing Party to be confidential or proprietary, or which should reasonably be understood to be confidential or proprietary under the circumstances of disclosure. Confidential Information does not include information that the Receiving Party can show (a) is or has become publicly available without its breach of this Agreement; (b) was in its possession prior to disclosure free of any confidentiality restrictions; or (c) was provided by a third party having a lawful right to make the disclosure free of any confidentiality restrictions. Confidentiality obligations in this Section 6 will not apply to the extent that the Confidential Information is required to be disclosed by Applicable Laws or a court order ("**Order**"), provided that the Receiving Party gives prompt written notice of the required disclosure to the Disclosing Party and cooperates with the Disclosing Party as reasonably necessary to allow the Disclosing Party to limit or eliminate such required disclosure to the extent permitted by Applicable Laws or the Order.

6.2. **Protection of Confidential Information.** The Receiving Party shall (a) not use the Confidential Information of the Disclosing Party for any purpose except the exercise of its rights or performance of its obligations under this Agreement; (b) except as permitted by and subject to its compliance with Section 6.2(d) above, not disclose or allow access to the Confidential Information of the Disclosing Party other than to its Representatives who need to know such Confidential Information for the Receiving Party to exercise its rights or perform its obligations under this Agreement and who are bound by confidentiality obligations at least as protective of the Confidential Information as the terms set forth in this Section 6; and (c) protect the Confidential Information of the Disclosing Party from unauthorized use, access or disclosure using at least the same degree of care it uses to protect its own Confidential Information and in no event less than a reasonable degree of care.

6.3. **Remedies.** Each Party agrees that it would be impossible to measure and calculate damages from any breach of this Section 6 and that remedies at law for any such breach, therefore, are not fully adequate and that the injury caused by any such breach constitutes irreparable harm. Accordingly, each Party agrees that if there is a breach or threatened breach of this Section 6, the non-breaching Party shall have, in addition to any other available right or remedy, the right to obtain an injunction from any court of competent jurisdiction restraining any such breach or threatened breach and specific performance of any and all such covenants and obligations.

6.4. **Trade Secrets.** Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 6 with respect to any Confidential Information of the Disclosing Party that constitutes a trade secret under any Applicable Laws will continue until the time that such Confidential Information ceases to constitute a trade secret under any Applicable Laws other than as a result of any act or omission of the Receiving Party.

7. **Marketing.** Pebl may include Client's name and logo on its customer lists and website to identify Client as a customer of Pebl, and Client may request their removal at any time with written notice. Any other marketing use, including case studies, testimonials, and press releases, requires Client's prior written approval. Separately and notwithstanding the foregoing, Pebl may

contact Supported Workers to request their voluntary participation in marketing initiatives such as testimonials or recommendations.

8. **Privacy and Security.** All terms and conditions relating to data privacy and information security are set forth in the Platform TOU, which incorporates Pebl's privacy policy by reference, and the Data Processing Addendum, which is hereby incorporated by reference into this Agreement.

9. **Intellectual Property.** All terms and conditions relating to intellectual property rights as between Client and Pebl are set forth in the Platform TOU. All terms and conditions relating to intellectual property rights in works developed by any Supported Workers are set forth in the Product-Specific TOS.

10. **Representations and Warranties; Disclaimer.**
    - 10.1. **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it is duly organized, validly existing, and in good standing, as a corporation or other entity as represented herein under the Applicable Laws of its jurisdiction of incorporation, organization or chartering; (b) it has the full right, power and authority to enter into this Agreement, to grant any rights and licenses granted hereunder, and to perform its obligations hereunder; (c) it will comply with all Applicable Laws related to the provision or receipt of the Services, exercise of its rights, and/or performance of its obligations under this Agreement, respectively; and (d) when executed by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
    - 10.2. **Pebl Representations and Warranties.** Pebl represents and warrants to Client during the Term of the Agreement, that (a) Pebl will deliver the Services and perform its obligations under this Agreement in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to perform its obligations under this Agreement; and (b) neither the Platform nor the Services nor any portion thereof violates, infringes, or misappropriates any third-party intellectual property right or trade secret.
    - 10.3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 10.1 AND 10.2 ABOVE, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. PEBL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, Pebl MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR THE USE THEREOF WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PRODUCTS OR SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD- PARTY MATERIALS IS STRICTLY BETWEEN CLIENT AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS. THIS SECTION DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAWS.

11. **Indemnification.**

11.1. **Indemnification Obligations.** Each Party shall defend, indemnify and hold harmless the other Party, the other Party's Affiliates and each of its and their respective employees, contractors, agents, representatives, members, managers, officers and directors ("**Indemnitees**") from and against any and all claims, actions, causes of action, demands, lawsuits, arbitrations, litigation, audits, notices of violation, proceedings, citations, summons, subpoenas or investigations of any nature, civil, criminal, administrative, regulatory or otherwise ("**Action(s)**"), damages, losses, liabilities, costs and expenses, including, but not limited to, reasonable attorney's fees, of any kind or nature (together with all Actions, "**Losses**") arising out of or relating to any third-party Action concerning the first Party's (a) breach of Section 2.4, 3, 4, 6, 10 or 14 of this Agreement and Section 5 of the EOR Terms of Service; or (b) willful misconduct or fraud in connection with the exercise of its rights or performance of its obligations under this Agreement. Notwithstanding the foregoing, if Client seeks indemnification from Pebl relating to an Action alleging that Pebl violated Applicable Laws in its provision of the Services or its exercise of its rights and/or performance of its obligations under this Agreement, the Client's sole remedy shall be the reimbursement of any damages payable by Client and/or its Indemnitees that are awarded in a final and unappealable judgment by a court of competent jurisdiction.

11.2. **Exclusions**. None of the indemnification obligations set forth in Section 11.1 above or in the Platform TOU or any Product-Specific TOS apply to the extent that such obligations arise from, relate to, or are caused by a breach of this Agreement by the Party seeking indemnification or the gross negligence, willful misconduct, or fraud of the Party seeking indemnification.

11.3. **Indemnification Procedure.** Each Party shall promptly give notice to the other Party of any Losses for which the first Party believes it or any of its Indemnitees are entitled to indemnification under this Section 11 or any Product-Specific TOS. The Party seeking indemnification shall reasonably cooperate with the other Party ("**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense of any applicable Actions with counsel reasonably acceptable to the applicable Indemnitees. The applicable Indemnitees may participate in the Action(s) with counsel of their own choosing at their own cost and expense. The Indemnitor shall not settle any Action without the prior written consent of all applicable Indemnitees, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of any applicable Action, the applicable Indemnitees may defend the Action, including settling any such Action after giving prior written notice to the Indemnitor, with counsel of their own choosing at the Indemnitor's sole cost and expense. The Indemnitees' failure to perform any of their obligations under this Section 11.3 will not relieve the Indemnitor of its obligations under this Section 11, except to the extent the Indemnitor can demonstrate with reasonably competent evidence that it has been materially prejudiced as a result of such failure.

12. **Limitation of Liability.**

12.1. **Exclusion of Damages.** EXCEPT TO THE EXTENT PROHIBITED UNDER APPLICABLE LAWS, IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES OR ANY OF ITS OR THEIR

RESPECTIVE REPRESENTATIVES BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFITS, LOSS OF REVENUE, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES.

12.2. **Cap on Monetary Liability.** EXCEPT FOR CLIENT'S OBLIGATION TO PAY INVOICE AMOUNTS (AS DEFINED BELOW) AND CLIENT'S INDEMNIFICATION OBLIGATIONS IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, AND EXCEPT TO THE EXTENT PROHIBITED UNDER APPLICABLE LAWS OR CAUSED BY A PARTY'S WILLFUL MISCONDUCT, FRAUD, OR VIOLATION OF APPLICABLE LAWS, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY, ITS AFFILIATES OR ANY OF ITS OR THEIR RESPECTIVE REPRESENTATIVES ARISING OUT OF OR RELATING TO THIS AGREEMENT (EXCEPT AS EXPRESSLY STATED OTHERWISE) EXCEED THE TOTAL INVOICE AMOUNTS PAID OR PAYABLE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

12.3. **Applicability of Limitations.** THE LIMITATIONS SET FORTH IN THIS SECTION 12 APPLY WHETHER THE UNDERLYING ACTION(S) ARE BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE PARTY WHOSE LIABILITY IS LIMITED HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES AND EVEN IF A REMEDY SET FORTH IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

13. **Relationship of the Parties**. The Parties are separate and independent legal entities and the relationship of the Parties is that of independent contractors. Except as expressly stated otherwise, nothing in this Agreement will be construed as creating any agency, partnership, joint venture, employment, co-employer, fiduciary or other relationship between the Parties, and neither Party will have authority to contract for or bind the other Party in any manner whatsoever.

14. Taxes.

14.1. **General**. All fees, Ancillary Costs, Deposit (as defined in the Product-Specific TOS) payments and any other costs incurred by Pebl that the Parties mutually agree will be invoiced to Client (collectively, "**Invoice Amounts**") are exclusive of all taxes and other governmental fees and charges and any penalties or interest thereto which may be incurred by or payable by Client, including, but not limited to any applicable corporate tax, sales tax, VAT or GST ("**Taxes**"). Each Party shall be responsible, as required by Applicable Laws, for identifying and paying all Taxes charged to such Party in connection with all payments under this Agreement. For avoidance of doubt, (1) none of the Services constitute or include tax advice or are intended to shield Client from any tax liability; and (2) Client is solely responsible for any and all corporate taxes incurred by it in any jurisdiction in connection with its payments and purchases of the Services under this Agreement and the operation of its business in general.

14.2. **Deduction or Withholding.** All payments made by Client to Pebl under this Agreement will be made free and clear of any deduction or withholding, as may be required by Applicable Laws. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, Client shall pay the additional amount needed for the net amount received by Pebl to equal the amount due and payable under the applicable invoice.

15. **Assignment**. Pebl may assign and/or transfer all or any portion of its rights and obligations under this Agreement to any Affiliate of Pebl, by providing notice to Client. Except as stated in the immediately preceding sentence, neither Party may assign and/or transfer all or any portion of its rights or obligations under this Agreement to any third party without the other Party's prior written consent (not to be unreasonably withheld) and any such attempted assignment or transfer will be void. Notwithstanding the foregoing, either Party may assign and/or transfer all or any portion of its rights or obligations under this Agreement in connection with a change of control event to an entity that acquires all or substantially all of the business or assets of that Party, whether by merger, consolidation, reorganization, acquisition, sale or otherwise. No assignment or transfer of all or any portion of either Party's rights and obligations under this Agreement will relieve any Party of any of its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns and transferees.
16. **No Third-Party Beneficiaries**. The terms of this Agreement and a Party's performance of its obligations hereunder are not intended to benefit any person or entity not a party to this Agreement. The consideration provided by a Party under this Agreement only runs to the other Party. No person or entity not a party to this Agreement shall have any rights hereunder or the right to require performance by either Party.
17. **Dispute Resolution.** The Parties shall attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement or any Services ("**Dispute(s)**") in good faith and in a timely manner. Where no resolution can be found, the Parties agree that all Disputes except for those relating to non- payment or late payment of any Invoice Amounts by Client will be settled by final and binding arbitration in the State of Delaware, using the English language, before a single arbitrator. Disputes involving amounts greater than $250,000 will apply the JAMS Comprehensive Arbitration Rules and Procedures and Disputes involving amounts less than or equal to $250,000 will apply the JAMS Streamlined Arbitration Rules then in effect (together with the JAMS Comprehensive Arbitration Rules and Procedures, the "**JAMS Rules**"). The JAMS Rules are hereby incorporated by reference into this Section 17. Judgment on the arbitration award may be entered in any court of competent jurisdiction. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. EACH PARTY UNDERSTANDS THAT BY AGREEING TO THIS AGREEMENT, EACH PARTY IS WAIVING THE RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION RELATING TO THIS AGREEMENT OR ANY SERVICES. Notwithstanding the foregoing, each Party will have the right to bring an action in a court of competent jurisdiction for injunctive or other equitable or conservatory relief, pending a final decision by the arbitrator. Payment for any and all reasonable JAMS filing, administrative and arbitrator fees will be in accordance with the JAMS Rules.

18. **Notices.** Any notices required or permitted by this Agreement shall be in writing and shall be addressed to the other Party at the address set forth in the Order Form or as set forth in this

Agreement. Any notices provided in accordance with this Section 18 will be deemed effectively given (c) one (1) business day after being sent if by email, with confirmation of transmission; Notices to Client will be sent to the email address associated with Client's account or as provided in the Order Form.

Pebl email address for notices: Contracts@hellopebl.com

19. **Modification/Waiver**. This Agreement may not be amended, modified, waived or changed in any respect except as agreed in writing and signed by both Parties. A waiver by either Party of any term or condition of this Agreement shall not be deemed or construed to be a waiver of any other term or condition of this Agreement or a waiver of such term or condition in the future.
20. **Severability**. If any provision or portion of any provision of this Agreement is held to be unenforceable, illegal or invalid, such provision or portion will be replaced with an enforceable, legal or valid provision which most closely achieves the effect of the original provision, and all other terms of this Agreement will remain in full force and effect.
21. **Survival**. The termination or expiration of this Agreement will not affect any of the terms of this Agreement, which by their nature are intended to survive termination or expiration, including, but not limited to, Sections 6-25 and EOR Terms of Service Section 5.
22. **Entire Agreement; Priority**. Except as expressly stated otherwise, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations or warranties, whether written or oral, with respect to the subject matter of this Agreement. Any purchase order or similar instrument issued by Client is for administrative purposes only and shall not be binding on Pebl, unless the Parties expressly agree in a writing, separate from such purchase order. To the extent of any conflicts, the following order of precedence shall apply:
    22.1. With respect to any conflicts or inconsistencies relating to your access to and/or use of the Platform, the Platform TOU will prevail;

    22.2. With respect to any conflicts or inconsistencies relating to Personal Data (as defined in the DPA), the DPA will prevail; and

    22.3. With respect to all other conflicts or inconsistencies, (1) the Order Form; (2) the Product-Specific Terms; (3) the body of this Agreement.
23. **Force Majeure**. In no event will Pebl be liable for any Losses arising from or relating to any interruption of the availability of the Platform or be deemed to have defaulted under or breached this Agreement when and to the extent any such Losses are caused by any circumstances beyond its reasonable control, including but not limited to any act of God; blockage, disturbance or encumbrance of the telecommunications, transport or procurement networks for whatever reason; poor quality or interruptions of electrical current; virus or computer pirate attacks, insurrections or acts of a similar nature; state of national emergency, war, embargo or the imposition of economic sanctions of any kind; total or partial strikes within or outside of the company; lock-out, social conflicts, sabotage or acts of vandalism; foul weather, pandemics, epidemics, earthquakes, explosion, fires, storms, flooding or other natural disasters; water damage; incapacity to obtain raw materials or supplies; or legal or regulatory modifications

applicable to Pebl, its Affiliates, ICPs and/or subcontractors, the Platform or the Services; or any other governmental action taken in response to any of the foregoing events or conditions ("**Force Majeure Event**"). If any Force Majeure Event occurs that causes any material interruption of the availability of the Platform or the Services, Pebl shall give prompt written notice to Client stating the length of time the Force Majeure Event is expected to continue and use commercially reasonable efforts to remedy the interruption caused by the Force Majeure Event.

24. **Governing Law**. Except in the case of arbitrations as set forth above, the validity, interpretation, effect, and enforcement of this Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws principles. The United Nations Convention for the International Sales of Goods does not apply to this Agreement.

25. **Jurisdiction and Venue**. Except in the case of arbitrations as set forth above, each Party (1) irrevocably agrees that any Actions arising out of or relating to this Agreement or the Services will be brought exclusively in the state or federal courts located in the State of Delaware; (2) waives any objection to the venue of any such Actions or any argument of *forum non conveniens* for any such Actions; and (3) irrevocably consents to the jurisdiction of the applicable state or federal courts located in the State of Delaware in any such Actions.