

## ADP TotalSource® External Administrator Form (EXA)

### Instructions- Please Review Before Completing Attached Forms

This package is used to provide access or revoke access for ADP TotalSource® to individuals who are not employees of your company. The form consists of three parts as follows.

All Fields are available for typing apart from Signature and Date lines. Once package is completed- please sign and date before sending to ADP TotalSource.

EXA Terms and Conditions – The Company Owner/Officer is responsible for completing and signing the External Administrator Terms and Conditions.

Non-Disclosure Agreement for EXA - The individual for whom you are requesting access for is required to complete and sign the Non-Disclosure Agreement and return it to you.

EXA Administrator Access Form – To be completed for Access to ADP TotalSource®

All forms must be completed and signed before EXA can be given access to ADP TotalSource®

If you are Revoking Access, then you only need to complete the ADP TotalSource EXA Administrator Access Form. Be sure to check the box requesting ADP TotalSource® to revoke access to ADP TotalSource.

Once you have completed all parts of the External Administrator Access Request/Removal Package, submit the package of all original signed documents to your ADP representative.

# ADP TotalSource<sup>®</sup>

## External Administrator Terms and Conditions



### Non-Worksite Employee Access to ADP TotalSource<sup>®</sup>

#### TERMS AND CONDITIONS

1. Client hereby authorizes ADP TotalSource, Inc. ("TotalSource") to provide access to TotalSource's Front End Payroll Processing Platform ("ADP TotalSource") and the Confidential Information contained therein to certain third parties who are not Worksite Employees ("External Administrators") and agrees that TotalSource's provision of such access does not violate the terms of the Client Services Agreement ("Agreement"). These authorized External Administrators will be specifically designated by Client in the TotalSource "Administrator Access Form" and such designated External Administrators will only be permitted access to ADP TotalSource for purposes of performing human resources and payroll-related functions for the Worksite Employees. Notwithstanding the foregoing, Client shall remain responsible for all payroll content and information provided to TotalSource on its behalf by any Client-designated External Administrator. In addition, Client agrees to implement procedures to ensure that only Client-designated External Administrator(s) have access to ADP TotalSource. Furthermore, Client agrees that it shall be responsible for any External Administrator's use of ADP TotalSource and TotalSource will not be responsible for any claims or damages resulting from Client's or External Administrator's use of ADP TotalSource.
2. Client agrees that it will promptly notify TotalSource when a designated External Administrator is no longer authorized to have access to ADP TotalSource. Client understands that TotalSource must receive properly - completed revocation authorization before it can terminate any External Administrator's access to ADP TotalSource. Notwithstanding the foregoing, TotalSource may, in its sole discretion, terminate access for any External Administrator immediately and without notice to Client and the External Administrator.
3. TotalSource agrees that Client may disclose Confidential Information to the designated External Administrators (as described above) to the extent that they need access to Confidential Information in order to access Client and Worksite Employee information on ADP TotalSource and perform human resources and payroll-related client functions on ADP TotalSource. Client agrees that before these designated External Administrators are given access to ADP TotalSource, Client will obtain an executed "ADP TotalSource Non-Disclosure Agreement" from each External Administrator and provide such executed agreements to TotalSource.
4. Client acknowledges that the External Administrators shall not become Worksite Employees under the Agreement by virtue of being given access to ADP TotalSource.
5. In addition to Client's indemnification obligations set forth in the Agreement, Client agrees to indemnify, protect, defend, release, and hold harmless TotalSource, its parents, subsidiaries, affiliates, directors, officers, benefit plans and agents from and against any and all liability, expenses, losses, and claims for damages arising from or in connection with the use of TotalSource's internet products, including ADP TotalSource, by External Administrators who are authorized by Client to use such products to perform payroll and related functions for Client and the Worksite Employees.
6. Miscellaneous:
  - a. Client acknowledges that there are no other changes to the Agreement, with the exception of any prior written modifications signed by both TotalSource and Client.
  - b. In the event of any inconsistency or contradiction between the terms of these Terms and Conditions and the Agreement, the provisions of these Terms and Conditions shall prevail and control.
  - c. Capitalized terms defined in the Agreement and used in these Terms and Conditions shall have the respective meanings assigned to such terms in the Agreement, unless clearly otherwise defined in these Terms and Conditions.

By signing your name and title below, you acknowledge, represent, and agree as follows: (i) you have carefully read the foregoing Terms and Conditions in their entirety; (ii) you are an owner, officer, or other authorized representative of the Client authorized to bind the Company; and, as such (iii) Client will be bound by said foregoing Terms and Conditions.

**Client's Legal Name:** \_\_\_\_\_ **Federal I.D. Number:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

# External Administrator Non-Disclosure Agreement

This External Administrator Non-Disclosure Agreement (this "Agreement") is entered into and agreed by Jonathan Ferrara ("External Administrator Name") as of 12/21/23 the ("Effective Date"), with offices located at 10200 Sunset Drive, Miami, FL 33173, and with External Administrator offices located at:

Address 1: 1410 Broadway, 23rd Floor

Address 2: \_\_\_\_\_

City: New York

State: New York

Zip: 10018

Business Phone: 917 565 8929

Business Email: payrollintegrations@vestwell.com

Mobile Phone: \_\_\_\_\_

Alternate Email: \_\_\_\_\_

International (if applicable): \_\_\_\_\_

Country: \_\_\_\_\_

Postal Code: \_\_\_\_\_

This Agreement is made to set forth the basis under which External Administrator will have limited access to certain financial, business and other information of ADP TotalSource, Inc ("TotalSource") and/or \_\_\_\_\_ ("Client"). Client solely for the purpose of allowing External Administrator to provide its services to Client (the "Purpose").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged External Administrator agree as follows:

1. Pursuant to the External Administrator Terms and Conditions agreed to and acknowledged by Client. External Administrator may have access to, or otherwise provided with, Confidential Information (as such term is defined below) of TotalSource and/or Client. The extent of External Administrator's access to any Confidential Information shall be determined in TotalSource's sole discretion and the use of such Confidential Information by External Administrator shall be governed by the terms of this Agreement. Further, TotalSource reserves the right to terminate, without notice, External Administrator's access to the Confidential Information at any time and for any reason.
2. As used in this Agreement: (i) the term "Confidential Information" shall mean all financial, business and other information of TotalSource and its Affiliates, health and welfare carrier providers/insurers, and insurance brokers, in whatever form or medium, including without limitation, any trade secrets, processes, financial data, health and welfare benefits data/information, technical data and documentation, strategic planning, product/service specifications, prototypes, computer programs, drawings, models, marketing data, client information, employee information and any other information that is either marked confidential or is otherwise of a confidential nature that is furnished or disclosed to External Administrator or in which External Administrator was provided access to by or on behalf of Client, TotalSource or any of its Affiliates; and (ii) the term "Affiliate" shall mean, with respect to TotalSource, any individual, corporation, partnership or other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such party.
3. External Administrator agrees that the Confidential Information is and will remain the property and a valuable trade secret of TotalSource. External Administrator shall use the Confidential Information solely to achieve the Purpose and shall treat as confidential and shall not use, disclose or otherwise make available any Confidential Information to any person other than its employees who have a need to know the Confidential Information in order to fulfill the Purpose.

External Administrator shall instruct its employees who have access to the Confidential Information to keep the same confidential by using the same care and discretion that External Administrator uses with respect to its own confidential property and trade secrets (which shall be no less than commercially reasonable care and discretion) and shall be responsible and liable for the compliance of such employees with the terms of this agreement.

In the event External Administrator is requested pursuant to, or required by, applicable law or regulation or by legal process to disclose any Confidential Information, External Administrator shall provide TotalSource with prompt notice of such request or requirement (which notice shall be given prior to any such disclosure) and External Administrator shall use best efforts to ensure that all Confidential Information that is so disclosed shall be accorded confidential treatment.

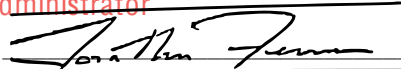
## External Administrator Non-Disclosure Agreement

4. All copies, reproductions, disclosures, summaries and distributions of Confidential Information shall contain and state the same confidential or proprietary notices or legends, if any, that appear in the original. External Administrator agrees to segregate all tangible forms of Confidential Information from the confidential materials of others. Upon TotalSource's request, all Confidential Information and all copies, reproductions, disclosures, summaries and distributions thereof shall be returned by External Administrator to TotalSource or destroyed. External Administrator shall provide TotalSource with written certification of such return or destruction. External Administrator's obligations under this Agreement shall survive any such return or destruction.
5. External Administrator shall notify TotalSource promptly and in writing upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by External Administrator and shall cooperate with TotalSource to regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. If External Administrator shall attempt to use or disclose any of the Confidential Information in a manner contrary to the terms of this Agreement, TotalSource shall have the right, in addition to such other remedies which may be available to it, to seek injunctive relief enjoining such acts or attempts, it being acknowledged that legal remedies may be inadequate.
6. Nothing in this Agreement shall be deemed to constitute an implied license in favor of the External Administrator to any proprietary rights of TotalSource, including, without limitation, any patents, copyrights, trademarks or trade secret information.
7. All notices, requests, consents, demands and other communications provided for by this Agreement shall be in writing and shall be deemed sufficient if delivered in person or by express courier with receipt confirmed to the party to be notified, using the address of the party set forth above. Any notice to TotalSource shall be addressed to the attention of the Legal Department.
8. External Administrator hereby acknowledges and agrees that TotalSource and its Affiliates make no representations or warranties, express or implied, as to the accuracy or completeness of the Confidential Information.
9. This Agreement may not be discharged except by performance in accordance with its terms. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned hereto without the prior written consent of TotalSource. Except for changes, modifications or amendments which may be made by TotalSource and communicated to External Administrator, no such other changes, modifications or amendments may be made to this Agreement.
10. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

By signing this Agreement you consent to be legally bound by this Agreement's terms and conditions. You also represent that you are authorized to enter into this Agreement.

External Administrator

Signature:



Name: Jonathan Ferrara

Title: SVP, Operations and Platform Architecture

Date: 10/1/24

Company Name:	Company Code(s): For additional co codes, list on page 6 All																				
Request Type: <input checked="" type="checkbox"/> New Access <input type="checkbox"/> Change Access <input type="checkbox"/> Revoke Access <input type="checkbox"/> Contact Role Change Only (Check Contact Roles section Only and sign page 2)																					
Full Name: Jonathan Ferrara	Business Email: payrollintegrations@vestwell.com																				
Business Phone: 917-565-8929	Mobile Phone :																				
<p>Contact Roles are separate from Administrator Access &amp; are solely used for ADP communication purposes. If contact role is not applicable, leave blank. <input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Remove</p> <table border="0"> <tr> <td><input type="checkbox"/> ACA</td> <td><input type="checkbox"/> HR Primary</td> <td><input type="checkbox"/> Invoice Alternate</td> <td><input type="checkbox"/> Risk &amp; Safety</td> <td><input type="checkbox"/> Unemployment Claims</td> </tr> <tr> <td><input type="checkbox"/> Benefits Primary</td> <td><input type="checkbox"/> HR Alternate</td> <td><input type="checkbox"/> Leave Administration</td> <td><input type="checkbox"/> Tax Resource</td> <td><input type="checkbox"/> Workers Compensation</td> </tr> <tr> <td><input type="checkbox"/> Benefits Alternate</td> <td><input type="checkbox"/> IDI Product User</td> <td><input type="checkbox"/> Payroll Primary</td> <td><input type="checkbox"/> Time Primary</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Credit Thresholds</td> <td><input type="checkbox"/> Invoice Primary</td> <td><input type="checkbox"/> Payroll Alternate</td> <td><input type="checkbox"/> Time Alternate</td> <td></td> </tr> </table>		<input type="checkbox"/> ACA	<input type="checkbox"/> HR Primary	<input type="checkbox"/> Invoice Alternate	<input type="checkbox"/> Risk & Safety	<input type="checkbox"/> Unemployment Claims	<input type="checkbox"/> Benefits Primary	<input type="checkbox"/> HR Alternate	<input type="checkbox"/> Leave Administration	<input type="checkbox"/> Tax Resource	<input type="checkbox"/> Workers Compensation	<input type="checkbox"/> Benefits Alternate	<input type="checkbox"/> IDI Product User	<input type="checkbox"/> Payroll Primary	<input type="checkbox"/> Time Primary		<input type="checkbox"/> Credit Thresholds	<input type="checkbox"/> Invoice Primary	<input type="checkbox"/> Payroll Alternate	<input type="checkbox"/> Time Alternate	
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CONTACT  
ROLE  
DEFINITION

### Administrator Access Profiles

Select one of the available pre-defined profiles below.

See Page 6 to customize access by department, location, or job titles for the available profiles below.

<input type="checkbox"/> No Selection	Select No Selection if Contact Role Change Only
<input type="checkbox"/> Client Admin Practitioner	<p>Full Administrator Access including Submission and Acceptance of Payroll. Includes ACA, Benefit Enrollment, Employment, Personal and Pay Information, Hire, Terminate and Leave of Absence access, Time Off, Reporting and PR &amp; Quarterly Tax Reports (iReports). Includes Time and Attendance and/or full Enhanced Talent Suite access if purchased.</p> <p><u>People Access</u> Includes all the above with the exception of Payroll, for Payroll Access make selection below</p> <p><input type="checkbox"/> View/Edit Access <input type="checkbox"/> View Only Access</p> <p><u>Payroll Processing Access</u></p> <p><input type="checkbox"/> View/Edit Access <input type="checkbox"/> View Only Access</p>
<input checked="" type="checkbox"/> Client Admin Clerk	<p>Same access as Client Admin Practitioner except no access to Contracts or Acceptance of Payroll. Acceptance of Payroll is completed by Client Admin Practitioners.</p> <p><u>People Access</u> Includes all the above with the exception of Payroll, for Payroll Access make selection below</p> <p><input checked="" type="checkbox"/> View/Edit Access <input type="checkbox"/> View Only Access</p> <p><u>Payroll Processing Access</u></p> <p><input checked="" type="checkbox"/> View/Edit Access <input type="checkbox"/> View Only Access <input type="checkbox"/> No Payroll</p>
<input type="checkbox"/> Client Admin Entry	<p>Blocks Pay Rates for all hourly and salary Employees. Includes ACA, Benefit Enrollment, Employment, Personal Information, Hire, Terminate and Leave of Absence access, Time Off and Reporting. Includes Time &amp; Attendance if purchased.</p> <p>Does not include access to Payroll, Pay Statements, Invoices, Pay Data Reports or PR &amp; Quarterly Tax Reports (iReports)</p> <p>Select <u>ONE</u> Type of People Access – NO Access to Payroll:</p> <p><input type="checkbox"/> View/Edit Access <input type="checkbox"/> View Only Access</p>
<input type="checkbox"/> Client Risk & Safety Administrator	<p>Access to Safety Program tool. Ability to add and edit the company safety program (injury and illness prevention program). Restricted to Company Safety Programs, Certificate of Insurance, Safety Recommendations, and Workers' Compensation Claims.</p>

<input type="checkbox"/> <b>Common Full Reporting Only</b>	Access to all Analytics, Standard, Custom & Worker's Compensation Reporting, Invoices, and iReports.
<input type="checkbox"/> <b>Common Time Off Only</b>	Access to approve & manage all time off activities for all employees across the account using Time Off. This profile has no access to pay rate information.
<input checked="" type="radio"/> <b>Common Perf and Comp Only</b>	Access to manage the compensation & performance through the Talent feature for all employees. (Enhanced Talent Suite purchase required) Can be combined with the Common Recruitment Only profile.
<input type="checkbox"/> <b>Common Recruitment Only</b>	Access to manage the recruitment through the Talent feature for all employees. (Enhanced Talent Suite purchase required) Can be combined with the Common Performance Only profile.
<input type="checkbox"/> <b>TLM Admin Only</b>	Access restricted to Time & Attendance and Time Off access only. (Time & Attendance purchase required)  Time: Manage Timecards and Schedules/Templates (if using schedules). Holiday Programs, and Labor Charge Fields, IP Configuration (if applicable).  Time Off: Policy Assignments, Time off balances, Time off request listing, Assign blackout dates, Process requests and View Time Off Policies  <b>Select <u>ONE</u> Type of People Access – NO Access to Payroll:</b> <input type="checkbox"/> View/Edit Access <input type="checkbox"/> View Only Access

Contacts & related documents can be added to Client Admin Practitioner Profile Only

<input type="checkbox"/> <b>Contracts &amp; Related Documents</b>	Ability to view and download Sales, Implementation, Service and Change Documents/Amendments. These include but are not limited to the Client Services Agreement, Client Benefit Elections, Pricing Addendum, Amendments and related Acknowledgments, Sales or Implementation documents, and Client Change documents which may have been presented during implementation or post-implementation. Available only for clients starting with ADP TotalSource® on 9/3/2020 or later.
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**People/Payroll Access** – access can be customized by Departments, Locations, and Job Titles. Please list codes and descriptions from the Validation Tables List – Setup > Tools > Validation Tables list

Department Codes & Descriptions (Ex: 000100-Administration, 000200-HR)

Location Codes & Descriptions (Ex: GA01- Atlanta, CA01 - Los Angeles)

Job Titles Codes & Descriptions: (Ex: CEO-Chief Executive Officer, ADMIN- Assistant)

Additional Company Codes: