GLOBAL MASTER SERVICES AGREEMENT

Effective Date: June 12, 2026

As between:

ADP, Inc.
(Referred to in this agreement as "ADP")
One ADP Boulevard
Roseland, NJ 07068

-and-

Cook County
(Referred to in this agreement as "Client" or "County")
118 N Clark St
Chicago, IL, 60602-1304

This Global Master Services Agreement ("Agreement") is being entered into in accordance with Section 34-141, Emergency Procurements, of the Cook County Procurement Code. ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms set forth in this Agreement.

- ADP Payroll Services – delivered via ADP Workforce Now **("WFN")**
- ADP Document Cloud
- ESS & MSS Technology
- Human Resource Administration Services – delivered via ADP Workforce Now
- ADP Wage Garnishment Payment Services
- ADP Wage Payment Services

Appendices

- Pricing and Financial Terms
- Data Privacy Appendix

ADP, Inc.

Signature of Authorized Representative

Tara Albritton
Printed Name

SVP, HCM Services
Title

7/16/26
Date

APPROVED AS TO FORM
ADP LEGAL

Cook County

Raffi Sarrafian
Digitally signed by Raffi Sarrafian
Date: 2026.07.17 16:18:28 -05'00'

Signature of Authorized Representative

Printed Name

Title

Date

Global Master Terms and Conditions

1. Definitions

1.1. ADP HCM Services.

1.1.1. **ADP Payroll Services**. Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions, and also including:

1.1.1.1. ADP Employment Tax Services. Coordination of payroll-related tax and/or regulatory agency deposits, filings, and reconciliations on behalf of employers.

1.1.1.2. Print and Online Statement Services. Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.

1.1.1.3. ADP Wage Garnishment Payment Services. Garnishment payment processing and disbursement of payments to appropriate payees as directed by client.

1.1.1.4. ADP Wage Payment Services. Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check, or payroll debit cards, in each case only to the extent the method of payment delivery is available and in scope, and online posting of pay statements to the extent applicable.

1.1.2. **ADP Document Cloud**. Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.

1.1.3. **ESS & MSS Technology**. Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs.

1.1.4. **Human Resource Administration Services**. Administration of human resource functions using an integrated system to process and audit employee lifecycle events, provide compliance tracking and reporting including new hire reporting, and automate notification and approval processes via self service / direct access.

1.1.4.1. WFN EI-9 Services. Electronic I-9 administration and onboarding services to help facilitate and manage I-9 and related employment eligibility verification processes.

1.1.4.2. HR Assist Services. Access to HR best practice guidance, which may include HR-related: tips and newsletters; templates and checklists; best practices; alerts; an employee handbook tool; and access to an employer helpdesk, with content being provided through online access, direct email, or using other technologies or means of effectively delivering such content.

1.1.5. **ADP Workforce Now**. ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.

1.2. General

1.2.1. "**ADP**" has the meaning set forth on the cover page.

1.2.2. "**ADP Application Programs**" means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.

1.2.3. "**ADPCheck**" means checks printed and distributed by ADP to Payees pursuant to Client's direction.

1.2.4. "**ADPCheck Services**" refers to ADP's payment of Client's Payees for Permitted Payments through ADPCheck.

1.2.5. "**ADP Direct Deposit Services**" means ADP's full service direct deposit services which includes ADP's payment of Client's Payees who have elected to receive Permitted Payments by direct deposit into an account at a financial institution of such Payee's selection.

1.2.6. "**Affiliate**" means, with respect to any entity, any other entity that controls, is controlled by or under control with such first entity. For purposes of this Agreement, "control" (or variants of it) means the ability, whether directly or indirectly, to direct the management and corporate policies and actions of an entity by means of ownership, contract or otherwise. Client's Affiliates do not include third parties for whom Client is a service provider or provides outsourcing services.

1.2.7. "**Agreement**" means this Global Master Services Agreement, consisting of the signature page(s), the Global Master Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.

1.2.8. "**Amendment**" means a written amendment to this Agreement modifying, supplementing or amending the terms and conditions of this Agreement.

1.2.9. "**Approved Country**" means each country in which, subject to the terms of this Agreement, Client is authorized to use or receive the Services. The following is the list of Approved Countries for the Services: United States.

1.2.10. "**Business Day**" means any day, except a Saturday, Sunday or a day on which ADP's bank is not open for business in the applicable jurisdiction where services are provided by ADP.

1.2.11. "**Cardholder**" means the Payees of Client who receive a Pay Card.

1.2.12. "**Chief Procurement Officer**" means the Chief Procurement Officer for the County and any representative authorized in writing to act on their behalf.

1.2.13. "**Client**" has the meaning set forth on the cover page.

1.2.14. "**Client Content**" means all information and materials provided by the Client Group, their agents or employees, regardless of form.

1.2.15. "**Client Group**" means Client and Client's Affiliates listed in in the Pricing and Financial Terms appendix who are authorized to receive the Services.

1.2.16. "**Client Infringement Event**" means (i) any change, or enhancement in, or use of, the Services by Client Group or a third party on Client's behalf other than at the direction of, or as approved by, ADP, or (ii) Client Group's failure to use the most current release or version of any computer software programs included in the ADP Application Programs or any corrections or enhancements provided by ADP thereto, provided that ADP afforded Client Group a reasonable timeframe to implement the most current release or version and any corrections

or enhancements (to the extent ADP requires Client to use the most current release or version of any computer software programs, the implementation of such shall be at no charge to Client).

1.2.17. "**Confidential Information**" means all trade secrets, processes, proprietary data and documentation and any, Personal Data, and any other information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or this Agreement, but does not include information that (i) the receiving party already knows prior to its disclosure by the disclosing party, (ii) becomes generally available to the public, except as a result of disclosure by the receiving party in violation of this Agreement or (iii) becomes known to the receiving party on a non-confidential basis from a source other than the disclosing party.

1.2.18. "**Cost Reimbursement Fee**" means those amounts set forth in the Pricing and Financial Terms to be paid to ADP in the event Client terminates any Services prior to the expiration of the Initial Term, other than for material breach pursuant to Section 12.2.

1.2.19. "**Data Security Breach**" means any incident that impacts the confidentiality, integrity, or availability of Personal Data, such as unauthorized use or disclosure of Personal Data, or unauthorized access to Personal Data, that compromises the privacy or security of the Personal Data.

1.2.20. "**Documentation**" means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.

1.2.21. "**DHS**" means the U.S. Department of Homeland Security.

1.2.22. "**Effective Date**" has the meaning set forth on the cover page.

1.2.23. "**E-Verify**" means the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract.

1.2.24. "**Form I-9**" means the employment eligibility verification form issued by the DHS.

1.2.25. "**Global Master Terms and Conditions**" means the terms and conditions contained in the main body of this document following the signature page(s).

1.2.26. "**Go-Live Date**" means the date of commencement of the first "live" processing of a given Service.

1.2.27. "**Identity Verification Documents**" means the documents that meet the federal requirements for verifying a Payee's identity and eligibility to work in the U.S. (e.g., (i) a passport, (ii) a U.S. issued driver's license or picture identification card issued by a state or U.S. federal agency and social security card, or (iii) a U.S. issued driver's license and birth certificate).

1.2.28. **"Gross Negligence"** means (1) willful, wanton, careless or reckless conduct, misconduct, failures, omissions, or disregard of the duty of care towards others of a risk known or so obvious that the actor must be taken to have been aware of it, and with an intent to injure or so great as to make it highly probable that harm would follow and/or (2) failure to use even the slightest amount of care, or conduct so reckless, as to demonstrate a substantial lack of concern for the safety of others. For the avoidance of doubt, Gross Negligence must be more than any mere mistake resulting from inexperience, excitement, or confusion, and more than mere thoughtlessness or inadvertence or simple inattention.

1.2.29. "**I-9 Handbook**" means the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274).

1.2.30. "**Implementation Services**" means the Services to be performed in order to commence ongoing Services.

1.2.31. "**Improvements**" has the meaning set forth in Section 5.4.

1.2.32. "**Indemnitee**" has the meaning set forth in Section 6.3.

1.2.33. "**Indemnitor**" has the meaning set forth in Section 6.3.

1.2.34. "**Initial Term**" has the meaning set forth in Section 12.1.

1.2.35. "**Intellectual Property Rights**" means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.

1.2.36. "**Internal Business Purposes**" means the usage of the Services, including the ADP Application Programs, exclusively by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services.

1.2.37. "**Issuing Bank**" means the financial institution selected by ADP that issues the Pay Card.

1.2.38. "**NACHA**" means the National Automated Clearing House Association.

1.2.39. "**Payee**" means any intended recipient of payments under the Payment Services and may include Client's employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client's employees and independent contractors.

1.2.40. "**Payment Services**" means Services that involve electronic or check payments being made by ADP to third parties on Client's behalf and at its direction.

1.2.41. "**Pay Card**" means the pre-paid card issued to Client's Payees for Permitted Payments.

1.2.42. "**Pay Card Services**" refers to ADP's payment of Client's Payees through a Pay Card issued by the Issuing Bank.

1.2.43. "**Permitted Payment**" means the legal payment of wages, commissions, consulting fees or similar compensation or work-related expenses in the employment context.

1.2.44. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person's physical, physiological, mental, economic, cultural or social identity.

1.2.45. "**Regulation E**" means the Federal Reserve Board, Regulation E (12 CFR 1005).

1.2.46. "**Services**" means the services listed on the cover page of this Agreement (including Implementation Services related thereto and ADP Application Programs), as may be further described in the Service Definition, if applicable, and such other services as the parties may agree to be performed from time to time.

1.2.47. "**SOC 1 Reports**" has the meaning set forth in Section 9.1.

1.2.48. "**Subcontractor**" means any person or entity with whom ADP contracts for the specific purpose of providing any part of the Services to Client.

1.2.49. "**Term**" means the Initial Term.

1.2.50. "**Transition Services**" has the meaning set forth in Section 13.1.

1.2.51. "**Unauthorized Third Party**" means any commercial third party or business that seeks to access or accesses ADP Application Programs using the account credentials (e.g., username and password) of a User even if such User has provided consent.

1.2.52. "**USCIS**" means U.S. Citizenship and Immigration Services.

1.2.53. "**User**" means any single natural person who, subject to the terms of this Agreement, is an employee or independent contractor of Client authorized by Client to use, access or receive the Services.

1.2.54. "**Using Agency**" shall mean the department of agency within Cook County including elected officials.

1.2.55. "**Wisely Now**" means single-instance payment services provided through the electronically-funded, employer-authenticated paper check that Client may use to pay employee net wages and other compensation.

2. Provision and Use of Services

2.1. **Provision of Services**. ADP, including through the use of its Sub processors, will provide the Services to Client Group in accordance with the terms of this Agreement. ADP will provide the Services in a good, diligent, and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP's performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client's responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services. ADP is appropriately licensed under Illinois law to perform the Services and will perform no Services for Client for which a professional license is required by applicable law and for which ADP is not appropriately licensed. As of the Effective Date of this Agreement, ADP is financially solvent and legally authorized to execute and perform or caused to be performed this Agreement under the terms and conditions stated herein.

2.2. **Cooperation**. ADP and Client will work together to implement the Services. Client will reasonably cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to successfully implement the Services.

2.3. **Use of Services**. Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes in the Approved Countries. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client understands and agrees that only Users are permitted to access and use ADP Application Programs (and that access by Unauthorized Third Parties is not permitted) and will reasonably cooperate with ADP to limit access to such persons. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. The Services are designed for use in the Approved Country only and Client understands that the Services have not been designed to assist Client in complying with the laws and regulations of any country other than the Approved Country. ADP makes no representation or warranty that access and use of the Services from outside the Approved Country by Client employee managers and/or other Users who are not physically located in an Approved Country comport with any local laws, regulations, or directives in any other country. Furthermore, if Client during the implementation process or as part of the ongoing Services configures the ADP Application Programs to process additional data elements beyond those data elements that are required by ADP to perform the Services, Client will remain solely responsible for such configurations, including the processing of Personal Data pursuant to applicable law.

2.4. **Errors**. Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.

2.5. **Records**. Unless expressly included as a part of the Services, and without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from or provided to ADP in connection with the Services to the extent required by law or Client's internal policies.

3. Compliance

3.1. **Applicable Laws**. Subject to the responsibilities established in Section 3.2, ADP shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect ADP's business. Each party will comply with laws and regulations that affect its business generally, including any applicable anti-bribery, export control, computer fraud and data protection laws. ADP shall secure and pay for all federal, state, and local licenses, permits and fees required by law for ADP to perform the Services.

3.2. **Design of the Services**. ADP will design the Services, including the functions and processes applicable to ADP's performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives to ADP, including as part of Implementation Services, provided ADP follows such instructions and does not know that following the instructions would violate legal and regulatory instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice. ADP Services and Application Programs as provided by ADP will not contain any viruses or malicious code.

3.3. **Online Statements**. If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099, or Forms 1095-C without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099, or Forms 1095-C satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.

3.4. **Data Privacy Appendix**. The Data Privacy Appendix is attached as an appendix to this Agreement.

3.5. **Pay Card Services**. Notwithstanding anything to the contrary in Section 3.2, ADP shall be responsible for compliance with requirements of Regulation E applicable to financial institutions with respect to prepaid card accounts, provided Client will fulfill the compliance responsibilities of Regulation E that Client controls, including: (a) Client will distribute to its Payees all documentation (including without limitation, Pay Card fee schedule and Cardholder Terms and Conditions) that ADP makes available to Client for distribution purposes, and (b) Client will not mandate or unduly influence that any Payee receive Permitted Payments only on the Pay Card; in lieu of such mandate, Client will provide to Payees other legally permissible options for payment of Permitted Payments. Client agrees that it will not rely solely on its use of the Pay Card Services in complying with any laws and governmental regulations and that it will comply with the financial industry rules and compliance standards imposed by various card/payment networks or associations (e.g., related to such things as card security and fraudulent or impermissible use of Pay Cards).

4. Confidentiality

4.1. **General**. All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in

protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and independent contractors with a need to know the Confidential Information and will instruct those employees and independent contractors to keep such information confidential. ADP may disclose Client Group's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client Group's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. ADP agrees that such data will be formatted such that neither re-identification nor de-aggregation are possible. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (w) as necessary to comply with the Illinois Freedom of Information Act (5 ILCS 140) (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement. Notwithstanding the foregoing, if Client receives a Freedom of Information Act (5 ILCS 140) request for ADP Confidential Information, the Client's sole obligation shall be to notify Consultant prior to disclosure so Consultant may seek an injunctive order within the time allowed by law, should it choose to do so.

4.2. **Return or Destruction**. Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party following expiration or earlier termination of this Agreement, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

5. Intellectual Property

5.1. Client IP Rights. Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the Term a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.

5.2. **ADP IP Rights**. Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the Term a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the Approved Countries and solely up to the maximum number of Users (if any) indicated in the Pricing and Financial Terms. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.

5.3. **Ownership of Reports**. Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the

owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.

5.4. **Improvements**. ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "**Improvements**") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs. If Client fails to implement Improvements provided or made available to Client by ADP within a reasonable timeframe, ADP shall be relieved of any responsibility for errors or degradation in the Services and shall have no obligation to provide support for the ADP Application Programs.

6. Indemnities

6.1. **ADP Indemnity**. Subject to the remainder of this Section 6.1, and Sections 6.3 and 7, ADP will defend Client against any third party claims and will indemnify and hold Client harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on a claim alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party, provided that the IP Infringement Claim did not arise from Client's use of the services outside of an Approved Country. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, promptly and without undue delay (i) modify the Service to be non-infringing while maintain the functionality of the Service in all material respects, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service and return to Client any unearned fees prepaid by Client to ADP.

6.2. **Intentionally Omitted**.

6.3. **Indemnity Conditions**. The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "**Indemnitee**") shall promptly notify the indemnifying party (the "**Indemnitor**") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party and such settlement does not include any statement as to or admission of fault, culpability, or failure to act by or on behalf of the indemnified party, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

6.4. **ADP Indemnity for Breach of Contract**. Subject to Sections 6.3 and 7, ADP will defend Client against any third party claims and will indemnify and hold Client harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action directly results from ADP's breach of this

Agreement.

7. Limit on Liability

7.1. **Ordinary Cap**. Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate liability in any calendar year shall exceed an amount equal to the greater of: (i) 12 times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services and (ii) One Hundred Thousand Dollars ($100,000) (the "**Ordinary Cap**").

7.2. **Extraordinary Cap**. As an exception to Section 7.1, if damages arise from a breach of Section 4 (Confidentiality), Section 9.3 (Data Security) or Section 9.4 (Unauthorized Third Party Access), the Ordinary Cap will be increased by an amount equal to the greater of (i) an additional 12 times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services and (ii) an additional One Hundred Thousand Dollars ($100,000) (the "**Extraordinary Cap**"). For the avoidance of doubt, in no case shall either party's aggregate liability in any calendar year under this Agreement exceed an amount equal to the greater of: (a) 24 times the average monthly ongoing Services fees paid or payable to ADP by Client during such calendar year for all Services and (b) Two Hundred Thousand Dollars ($200,000).

7.3. **Matters not Subject to the Cap**. The foregoing limits on liability shall not apply to the following:

7.3.1. Client's funding obligations in connection with the Payment Services;

7.3.2. Loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;

7.3.3. In connection with the ADP Employment Tax Services, (i) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (ii) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this Section 7.3.3 shall only apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP;

7.3.4. Either party's Gross Negligence, or willful, criminal or fraudulent misconduct;

7.3.5. The infringement indemnity set forth in Section 6.1;

7.3.6. Client's obligations to pay the fees for Services; and

7.3.7. ADP's obligations to provide credit monitoring as set forth in Section 10.2.

7.4. **Mitigation of Damages**. ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.

7.5. **No Consequential Damages**. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from ADP's or Client's (i) Gross Negligence or willful, criminal or fraudulent misconduct, (ii) damages or losses resulting from Client or Client's Users sharing or allowing access to a User's password, User

ID, or other form of user authentication, or (iii) breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Sections 7.5(ii) and 7.5(iii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8. Warranties and Disclaimer

8.1. **Warranties**. Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.

8.2. **DISCLAIMER**. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, , WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

9. Security and Controls

9.1. **Service Organization Control Reports**. Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("**SOC 1 Reports**") (or any successor reports thereto) that are both directly related to those Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. Further, at Client's request, ADP will at no charge provide Client with copies of any other routine reports or assessments (e.g. SOC 2 Type 2) which are both directly related to those Services provided hereunder for Client and made generally available by ADP to other clients receiving the same Services ("**Other Reports**"). SOC 1 Reports and Other Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.

9.2. **Business Continuity; Disaster Recovery**. ADP maintains a commercially reasonable business continuity and disaster recovery plan and will follow such plan.

9.3. **Data Security**. ADP has an established information security program which aligns with various authoritative sources including NIST CSF, SOC 2 and ISO 27001 containing appropriate administrative, technical and physical measures to protect Client data (including Personal Data) against accidental, unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services and ADP Application Programs, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of ADP, Client or User data.

9.4. **Unauthorized Third Party Access**. Client and its Users are responsible for maintaining the security and confidentiality of any password, User ID, or other form of user authentication involved in obtaining access to ADP Application Programs, and Client and its Users shall not disclose any confidential account access credentials or related information to Unauthorized Third Parties.

10. Data Security Breach

10.1. **Notification**. If ADP becomes aware of a Data Security Breach of Client's Personal Data, ADP will

take appropriate actions to contain, investigate and mitigate the Data Security Breach. ADP shall make commercially reasonable efforts to notify Client without undue delay, and no later than 48 hours after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. If notification is not commercially reasonable within 48 hours after becoming aware that a Data Security Breach has occurred, ADP will notify Client no later than 72 hours becoming aware that a Data Security Breach has occurred unless otherwise required or instructed by law enforcement or regulatory authority. ADP will share information in its possession with Client for Client to determine any regulatory reporting obligations required by applicable law.

10.2. **Other ADP Obligations**. In the event that a Data Security Breach is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, as needed to meet applicable legal requirements. In addition, where notifications are required, and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in the applicable jurisdictions.

11. Payment Terms

11.1. Client will pay to ADP the fees and other charges for the Services as set forth in the Pricing and Financial Terms.

12. Term; Termination; Suspension

12.1. **Initial Term**. This Agreement is effective as of **June 12, 2026**, and will expire on **June 11, 2027** (the "**Initial Term**"). If this Agreement terminates or expires and Client continues to receive any Services, each party's rights, duties, and obligations will continue to be governed by the Agreement, in all respects.

12.2. **Termination**. Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within 60 days following notice thereof. In addition: (i) ADP may terminate this Agreement or the affected Services in the event (a) Client fails to timely pay fees for Services performed within 20 days following notice that such fees are past due, (b) the provision of Services to Client causes or will cause ADP or its Affiliates to be in violation of any sanction laws applicable to ADP or its Affiliates (such termination shall be effective immediately upon written notice) and ADP shall promptly and without undue delay provide Client a refund of any prepaid unearned fees; and (ii) Client may terminate this Agreement or any Service for any reason for its convenience upon 90 days' notice and payment of the Cost Reimbursement Fee (if applicable) and Deferred Fee (if applicable), each as set forth in the Pricing and Financial Terms.

12.3. Suspension. Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (**A**) immediately following notice to Client via email and phone call to the designated client contact (i) that Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery set forth in the Pricing and Financial Terms as it relates to the applicable Payment Services, or (ii) if Client breaches any rules promulgated by the NACHA (or other similar local regulator) as it relates to ADP conducting ACH (or similar electronic payment) transactions on behalf of Client, and (**B**) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are suspended or terminated pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are suspended or terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third

party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services, any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.3), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any payee, which has not been paid or reimbursed by Client. If the Payment Services remain suspended for 30 days, the affected Payment Services shall be deemed terminated on the 31st day following suspension.

12.4. Additional Termination Provisions.

12.4.1. **Additional Termination Provisions for ADP Employment Tax Services**. If the ADP Employment Tax Services in the United States are terminated, Client's access to ADP websites containing Client's data will expire 90 days from the effective date of the termination, and Client will be responsible for downloading all relevant data, including Statements of Deposit (SODs) prior to the expiration of such access.

12.4.2. **Additional Termination Provisions for Pay Card Services**. In addition to any other terms and conditions of the Agreement, ADP may terminate the Pay Card Services as follows: (i) the Pay Card Services (or any feature thereof) in any designated jurisdiction may be terminated on 60 days' notice to Client if ADP or the Issuing Bank believes that any changes in any card network rules or NACHA rules, or changes to, or interpretations of, applicable law by any federal, state or local governmental authority, or any formal or informal order, instruction or directive communicated to ADP or the Issuing Bank by such authority make it commercially impractical to continue to provide the Pay Card Services (or any feature thereof) in such jurisdiction; or (ii) the Issuing Bank cancels the Pay Cards issued on behalf of Client (e.g., due to Client's non-compliance with its obligations) or advises ADP that it is no longer willing to service the Pay Card, provided that in such later instance ADP shall take commercially reasonable steps to engage a successor Issuing Bank, and provided further that ADP shall not be liable for any delay in providing the Pay Card Services during such search for a successor Issuing Bank.

13. Transition Services

13.1. **Scope**. Upon expiration or termination of the Services, subject to Sections 13.2 and 13.3, ADP shall provide Client and its designee(s) with reasonable transition services ("**Transition Services**") consisting of continuation of the terminated Services and, if requested by Client and mutually agreed by ADP and Cook County's Chief Procurement Officer in writing, any additional services (including technical assistance) that will be delivered at ADP's then prevailing rates. In connection with the Transition Services, ADP will not be required to provide any third party with access to ADP's systems, intellectual property or any Confidential Information of ADP.

13.2. **Performance of Obligations**. During the provision of Transition Services, ADP and Client shall continue to perform their respective obligations under this Agreement, including, with respect to ADP, the provision of ongoing Services to Client and with respect to Client, the payment of all fees for such Services specified in the Pricing and Financial Terms.

13.3. **Past Due Amounts**. If ADP has terminated this Agreement due to Client's failure to pay fees, ADP's provision of Transition Services will be subject to Client's payment of all past due amounts and ADP may require Client to prepay for any Transition Services.

14. Additional Terms

14.1. **ADP Employment Tax Services**. The following additional terms and conditions apply to the ADP Employment Tax Services:

14.1.1. **Important Tax Information (IRS Disclosure) for U.S. Only**. Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its

employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.

14.1.2. To the extent Client has a population of employees that Client has determined should not be reported to the applicable taxing authorities and/or do not require a Form W-2, Client must maintain a separate company code for that employee population. Client may engage ADP to assist Client in creating a new company code under a separate statement of work at ADP's then-current rates.

14.2. WFN EI-9 Services. The following additional terms and conditions apply to the WFN EI-9 Services.

14.2.1. Use of Services. Client shall, and cause the members of the Client Group, receiving the WFN EI-9 Services to do the following:

14.2.1.1. Review the USCIS Form I-9, which is the employment eligibility verification form issued by the DHS , including instructions in the form and the guidelines in the current I-9 Handbook, each of which is available on the USCIS website, currently located at http://www.uscis.gov/i-9central. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with the applicable policy and procedures set forth therein, and any future new or amended policies or procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.

14.2.1.2. Client is responsible for reviewing reports available to Client on the WFN EI-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.

14.2.1.3. ADP executed a Memorandum of Understanding with the DHS as the E-Verify employer agent. E-Verify is the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract. The following is required as it relates to the use of E-Verify through ADP and will apply only to the extent Client is using E-Verify through ADP:

14.2.1.3.1. Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.

14.2.1.3.2. Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.

14.2.1.3.3. Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the WFN EI-9 Service.

14.2.1.3.4. To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements of this Section.

14.2.1.3.5. Ensure all of Client's authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.

14.2.1.3.6. Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).

14.2.2. **Form I-9 Retention**. During the term of the Agreement, ADP will store electronic copies of Forms I-9 in the WFN EI-9 Services for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable methods to transfer all electronically stored Forms I-9 to Client in accordance with ADP's current security policies. Upon termination of the WFN EI-9 Services, Client shall be solely responsible for storage of copies of Forms I-9.

14.3. **ESS & MSS Technology**. The following additional terms and conditions apply to the ESS & MSS Technology:

14.3.1. Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.

14.4. HR Assist Services. The following additional terms and conditions apply to HR Assist Services:

14.4.1. Client agrees to use HR Assist for research and reference purposes only and only for its internal use. By submitting any content to ADP through HR Assist, including message boards, forums and chat rooms, Client grants ADP a royalty-free, perpetual, irrevocable, world-wide license to use, reproduce, modify, adapt, translate, create derivative works from, distribute, publish and display all such content (in whole or in part) and to incorporate such content in other works in any form, media or technology, whether currently existing or hereafter developed. By submitting any content to ADP, Client represents and warrants to ADP that Client has the unfettered right to give such a license to ADP. Client agrees that it will not submit any content that (a) infringes on the intellectual property rights of any other person or entity, unless Client has the permission of the person or entity to submit the content and grant the license provided herein, (b) violates the privacy or publicity rights of any other person or entity, unless Client has the permission of such person or entity to submit the content and thereby grant the license provided herein, (c) is offensive, obscene, defamatory, threatening or abusive, (d) advertises any other site or business or (e) contains computer programming routines or code designed to interfere in any way with the full, proper and timely operation of HR Assist or any of the Services or any computer system.

14.4.2. Materials accessible from or added to HR Assist or web sites by third parties, such as comments posted in discussion groups, are strictly the responsibility of the third party who added such materials or made them accessible. While ADP reserves the right to monitor third-party discussions and to remove materials that ADP believes are inappropriate, ADP neither endorses nor undertakes to control, monitor, edit or assume responsibility for any such third-party material contained in or linked to HR Assist or web sites.

14.4.3. When Client subscribes to HR Assist, Client shall be permitted to make one attributed copy of a document available through HR Assist for use within its organization. Client may not make multiple copies of documents without expressed written consent of ADP. Except for individual copies and direct use by Client, Client may not copy, modify, distribute, display, transmit, use or prepare derivative works based on HR Assist or any of

their contents, or remove or alter any copyright, trademark or other proprietary notice from any part of HR Assist or any of the contents except where expressly instructed to do so.

14.4.4. Pursuant to the Digital Millennium Copyright Act, ADP has registered an agent with the U.S. Copyright Office. Notices of claimed copyright infringement on any HR Services web site should be directed to: Automatic Data Processing, Inc., One ADP Boulevard, MS 325, Roseland, NJ 07068-1728, Attn: Global Privacy Officer.

14.4.5. Although ADP makes every reasonable effort to ensure that the information, tools and data provided through HR Assist, which include the HR Help Desk, are useful, accurate, and current, ADP cannot guarantee that the information, tools and data provided will be error-free. By using HR Assist, Client assumes all responsibility for and risk arising from its use of and reliance upon the contents of HR Assist services. Client agrees to defend, indemnify and hold harmless ADP and its affiliates and their successors or assigns from and against any liability whatsoever arising from or relating in any way to its use of HR Assist or any services directly related to HR Assist.

14.5. **Payment Services**. The following additional terms and conditions apply to the Payment Services:

14.5.1. **Client Credentialing**. Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.

14.5.2. **Additional Requirements**. Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.

14.5.3. **Funding Obligations**. Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.

14.5.4. **Investment Proceeds; Commingling of Client Funds**. IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.

14.5.5. **Recovery of Funds; Manual Checks; Stop Payment Requests**. Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.

14.6. ADP Wage Garnishment Payment Services. The following additional terms and conditions apply to the ADP Wage Garnishment Payment Services:

14.6.1. Description of Services. ADP will act solely in the capacity of a third party service provider of payment processing. ADP may from time to time provide Client reasonable instructions or best practice recommendations which Client may follow, and/or documents, including documents populated with Client Content, for Client's use and ADP shall not be responsible for compliance of such documents. The ADP Wage Garnishment Payment Services are not a substitute for the advice of an attorney. Client agrees that ADP is not a law firm, does not provide legal advice or representation and that no attorney-client relationship exists or will be formed between ADP and Client.

14.6.2. Client's Use of Services. Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date.

14.7. **ADP Wage Payment Services**. The following additional terms and conditions apply to ADP Wage Payment Services:

14.7.1. **ADPCheck; Direct Deposit**. Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. Prior to the first credit to the account of any employee or other individual under ADP Direct Deposit Services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.

14.7.2. Pay Card Services. To the extent received, Client will be responsible for securing all welcome kits to prevent unauthorized access or use.

14.7.2.1. Cardholder Set-Up. Client will set-up (or cause ADP to set-up) each Payee as a Cardholder using data and procedures required by the Issuing Bank or ADP. Client shall provide the appropriate card kit to Payees (i.e., payroll card kit for employees paid wages, commissions, or similar compensation and non-employee card kits for independent contractors). Further, Client shall obtain all necessary consents of each Payee (including those switching from another paycard program) included in submitted set-up data that is required under applicable law and rules, including NACHA, for Payee to (i) receive payments from Client on its Pay Card and (ii) participate in the Pay Card Services, and Client is responsible for reviewing and confirming that all enrollment information supplied to ADP is accurate and complete.

14.7.2.2. Prior to set-up of any Payee on the Cardholder database and distribution of a Pay Card to the Payee, Client will verify the Identity Verification Documents. Client shall obtain from the Payee and provide to ADP the following information: (a) name; (b) residential address (a P.O. Box is not acceptable); (c) date of birth; (d) social security number; and (e) personal telephone number. Client agrees to provide any additional information as may be required by ADP or the Issuing Bank. Client will not provide a Pay Card to individuals outside the United States without the express written consent of ADP. Client further agrees that ADP or Issuing Bank (directly or through a subcontractor) may seek identity information and legal documentation directly from the Payee to verify the identity of any Payee and that a Payee may be denied Pay Card Services for several reasons, including failure to validate the personal information of the Payee. For each Cardholder, Client will make and preserve either of the following: (1) a copy of the Identity Verification Documents; or (2) a description of the Identity Verification Documents, noting the date reviewed, type of document, and if applicable, the document's identification number, place of issuance and issuance and expiration date, provided Client will preserve a copy of all Identity Verification Documents for Payees who are form 1099 independent contractors. Client shall retain such documentation during the time that such Payee is a Cardholder until the earlier of (x) five years from termination of Client's obligation to make payments to such Payee or (y) five years from termination of such Payee's Pay Card account; provided, however, that in the event a longer retention period is required for the Issuing Bank or ADP to meet its legal obligations, as a result of a change in applicable law or official interpretations thereof, ADP shall provide notice of such longer retention period and Client shall retain such documentation for such longer retention period.

14.7.2.3. Enrolling Employees for Cards. Prior to providing Payee's information to ADP to issue a permanent Pay Card or Client enrolling a Payee for an instant issue Pay Card, Client shall provide each Payee with the notice required under the USA Patriot Act which reads as follows: "**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW PREPAID CARD ACCOUNT**. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open a prepaid card account, we may require your name, address, date of birth, social security number, tax identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents." The USA Patriot Act notice may be updated from time to time by ADP or the Issuing Bank.

Prior to or in conjunction with distributing a Pay Card to any Payee, if applicable, Client shall remove the account routing information from the card kit. Client shall not, disclose or make available any such account routing (ABA/DDA) number to any Payee and shall always direct Payees to the Cardholder services telephone number to obtain such account routing (ABA/DDA) number. Payees must accept the Cardholder Terms and Conditions, and the Pay Card may be cancelled by ADP or the Issuing Bank at any time in accordance with the Cardholder Terms and Conditions. Client will provide Cardholders with any other information and materials regarding the Pay Card Services provided to it from time to time as determined by ADP. The amounts to be loaded to each Cardholder's Pay Card will be provided to ADP by Client through one of ADP's standard payroll transmission methods available to Client or another means agreed to by ADP and Client. Wages loaded to a Pay Card do not expire.

14.7.2.4. Pay Card Status, Services and Communications. Client is responsible for ensuring that Cardholders are paid via an alternate pay method in such instances where a Cardholder's Pay Card has not been activated, has terminated, cancelled or is in inactive status and even if a Payee has consented to receive their Permitted Payments by the Pay Card. Client will direct Cardholders to ADP's Cardholder services with respect to any Card inquiries, to resolve all disputes regarding their Pay Card and to report any lost or stolen Pay Cards, provided Client will resolve disputes by Cardholders regarding amounts credited or debited to the Pay Cards at the request of Client (e.g., credits as a result of payroll). Client understands that it is not entitled to access or review any Cardholder transaction information and that it has no right to draw back any amounts funded to the Pay Card other than due to an error. Notwithstanding the foregoing, in limited circumstances (e.g., where necessary to investigate or prevent fraud) and consistent with the applicable Cardholder privacy notice, ADP may provide certain Cardholder transaction information to Client. Cardholders may receive notices, mailings and other communications related to the Card and Card features (e.g., secondary cards, card portability, reward programs, etc.) from or on behalf of ADP or the Issuing Bank.

14.7.2.5. Issuing Bank. All Pay Cards issued to Cardholders are the property of the Issuing Bank and are subject to cancellation by the Issuing Bank at any time in accordance with the Issuing Bank's Cardholder Terms and Conditions. The Pay Card Services may be modified as required by the Issuing Bank and as ADP may deem appropriate to assist ADP or the Issuing Bank in complying with its obligations, including legal and regulatory obligations.

14.7.2.6. Cardholder Fees. Client acknowledges that separate fees as set forth on the fee schedule provided in the card kit prior to activation of the Pay Card will be applied to the Pay Card and are the responsibility of the Cardholder. Such Cardholder fees are subject to change in accordance with the Cardholder Terms and Conditions applicable to the Pay Cards.

14.7.2.7. Information Requests. Client agrees that upon prior notice from ADP or the Issuing Bank, ADP, the Issuing Bank and any regulatory authorities with jurisdiction over the Issuing Bank or ADP shall have the right to inspect Client's books and records related to Client's use of the Pay Card Services and Client's performance of its obligations with respect thereto.

14.7.2.8. Third Party Beneficiary. Notwithstanding anything to the contrary in the Global Master Terms and Conditions, Client agrees that the Issuing Bank (and its respective successors and assigns) is a

third party beneficiary of this Agreement, but solely as it relates to the Pay Card Services, and is entitled to enforce each of the applicable provisions against Client as well as the limit on liability provisions of Section 7 of the Global Master Terms and Conditions, including in equity and in law, as if it or they were a party hereto.

14.7.3. Wisely Now Services. Client will be responsible for securing any Wisely Now check stock provided by ADP to prevent unauthorized access or use. Each Wisely Now payment can only be utilized for payments up to a maximum of $10,000, and ADP reserves the right to adjust this maximum amount.

14.7.3.1. Payee Set-Up. Client is responsible for setting up Client's work locations to ensure that the appropriate Wisely Now checks are available to Client. Client shall set-up each Payee as a Wisely Now Payee in the administrative tool provided by ADP at the applicable work location for such Payee and provide the required Payee information. Client shall set up such Payee each time Client issues a Wisely Now payment to such Payee.

14.7.3.2. Client Obligations. Client shall only use Wisely Now Services to pay net wages or other compensation to Client's employees. Client shall only use Wisely Now check stock specifically designated for the Wisely Now services. Client is also responsible for any damages related to any theft or misappropriation of any Wisely Now check, including by Client, its employees or payees.

14.7.3.3. Use of Services. Client shall fully administer the Wisely Now services in accordance with ADP instructions and timelines, including full completion of Wisely Now check and detachment of the top portion of the Wisely Now check before providing such check to any Payee.

14.7.4. **Stop Payment**. To request a stop payment on a Wisely Now check, Client shall provide ADP with a stop payment order in the form and manner directed by ADP, and ADP shall place a stop payment order or reversal in accordance with its standard operating procedures. Client acknowledges that a stop payment order doesn't guarantee that the check won't be negotiated by the Payee, and as such, Client agrees that it will remain responsible for any use.

15. Miscellaneous

15.1. **Amendment**. This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Cook County's Chief Procurement Officer. In the case of contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that the total cost of all such amendments does not increase the total amount of the contract beyond $200,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment increases the total award amount beyond $200,000, then Board approval will be required. No Using Agency or employee thereof has authority to make any amendments to this Agreement. Any amendments or modifications to this Agreement made without the express written approval of the Chief Procurement Officer is void and unenforceable.

15.2. **Assignment**. Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

15.3. **Additional Documentation**. In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.

15.4. **Subcontracting**. Once awarded, this Agreement shall not be subcontracted without the express written approval of the Cook County Chief Procurement Officer ("Chief Procurement Officer"). Neither Section 15.2 nor the foregoing shall preclude ADP from using third party providers that ADP uses to provide services across its customer base and has not contracted with for the specific purpose of providing any part of the Services to Client.

In no case, however, shall such approval relieve ADP from its obligations or change the terms of the Agreement. ADP shall not transfer or assign any Agreement funds or claims due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting of the Agreement, in whole or in part or the unauthorized transfer or assignment of any Agreement funds, either in whole or in part, or any interest therein, which shall be due or are to become due to ADP shall have no effect on the County and are null and void. Prior to the commencement of the Agreement, ADP shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Agreement. The Chief Procurement Officer shall have the right to disapprove of any Subcontractor in their reasonable discretion. All Subcontractors shall be subject to the terms of this Contract. ADP shall incorporate into all subcontracts with Subcontractors all of the provisions of the Contract which affect such subcontract. For the avoidance of doubt, third parties not retained by ADP for the specific purpose of providing services to the County or used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered Subcontractors of ADP. ADP will not knowingly use the services of any Subcontractor for any purposes in the performance of the Services if such Subcontractor is prohibited by appliable law from providing such Services. To the best of its knowledge, ADP's subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended. Upon Client's written request, ADP will provide a then-current list of ADP's subcontractors utilized in connection with a material portion of each Service provided hereunder.

To the extent that such information is not confidential, ADP will disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person whom ADP has retained in connection with the Agreement, as well as the nature of the relationship. ADP is not required to disclose employees who are paid or estimated to be paid. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on unpaid basis, or (2) himself. "Lobbyist" also means any person or entity of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

The County reserves the right to prohibit any person from entering any County facility for any reason, provided that if the County does not have a reasonable basis to prohibit access ADP shall be relieved of any obligations for which access to any County facility is required. ADP and its Subcontractors shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

15.5. Entire Agreement. This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between these Global Master Terms and Conditions and any such exhibit, annex, appendix or schedule, the Global Master Terms and Conditions will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.

15.6. **No Third Party Beneficiaries**. Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).

15.7. **Force Majeure**. Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, industry wide labor disputes or disturbances, governmental regulations,

communication or utility failures beyond the party's reasonable control, or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.

15.8. **Waiver**. The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.

15.9. **Headings**. The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.

15.10. **Severability**. If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.

15.11. **Relationship of the Parties**. The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. ADP's employees, agents and subcontractors will not be considered employees, agents or subcontractors of Client and shall not be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits provided by County. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.

15.12. **Governing Law**. This Agreement is governed by the laws of the State of Illinois without giving effect to its conflict of law provisions.

15.13. **Reserved.**

15.14. **Jurisdiction**. Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the Circuit Court of Cook County, State of Illinois, or the United States District Court, Northern District of Illinois, Eastern Division. The parties hereby irrevocably consent to the exclusive jurisdiction of the Circuit Court of Cook County, State of Illinois, or the United States District Court, Northern District of Illinois, Eastern Division and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum.

15.15. **Counterparts**. This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.16. **Notices**. All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording the delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at 161 N. Clark St., Suite 2300 Chicago, IL 60601-3240 and 118 N. Clark Street, Room 230, Chicago, IL 60602 (Include County Contract No. 2608-02060on all notices) or to ADP at ADP, Inc., 5800 Windward Parkway, Alpharetta, Georgia 30005, Attn: Legal Department or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at address indicated on signature page(s) above, Attention: General Counsel. The Parties may communicate via email and the applicable ADP Application Programs with respect to routine business and/or technical matters.

15.17. **Survival**. Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.

15.18. **Cooperation with Cook County Inspector General**. ADP and its Subcontractors shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Chapter 2, Article IV, Division 5 of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties as specified in the applicable law and constitutes default of this Agreement.

15.19. **Dispute Resolution.** In the event of any dispute between the County and ADP arising out of or relating to this Agreement, the complaining party shall submit a written statement detailing the dispute and specifying the specific and relevant Agreement provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within ten business days of such request. The Chief Procurement Officer will reduce their decision to writing and mail or otherwise furnish a copy thereof to ADP. The decision of the Chief Procurement Officer will be the final and binding decision of the County in terms of this dispute resolution process, but is not binding on ADP nor does it inhibit in any way ADP's right to commence an action against the County in equity or in law. Dispute resolution as provided herein shall be a condition precedent to any other action at law or equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, ADP shall continue to discharge all its obligations, duties and responsibilities set forth in the Agreement during any dispute resolution proceeding unless otherwise agreed to by the Chief Procurement Officer in writing.

15.20. **Non-Appropriation**. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify ADP in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for services completed to the date of notification will be made to ADP. No payments will be made or due to ADP and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

15.21. **Payments**. Payments made pursuant to this Agreement must not exceed $$350,000.00 (hereinafter referred to as the "Not to Exceed Amount"). Upon becoming aware that it has exceeded the Not to Exceed amount, County may suspend, amend, or terminate the Agreement at any time without penalty by providing written notice to ADP.

ADP agrees to reasonably cooperate with Client to accommodate Client's invoicing requirements as set forth in this paragraph. All invoices submitted by ADP shall contain a detailed description of the deliverables, including the quantity of the deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. ADP acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices may result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment, and reporting the matter to the Cook County Office of the Independent Inspector General.

In Accordance with Section 34-164 of the Cook County Procurement Code, when ADP receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, ADP must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Agreement and provided ADP with all of the documents and information required of ADP. ADP may delay or

postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Agreement, ADP is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

15.22. **Set Off**. In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Agreement price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by ADP to the County.

15.23. **Non-Liability of Public Officials**. ADP and any assignee or subcontractor of ADP must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

15.24. **Insurance Requirements.**

15.24.1. During the term of this Agreement, ADP shall (directly or through Automatic Data Processing, Inc. its ultimate corporate parent entity) maintain the following insurance coverage in at least the following amounts:

15.24.1.1. Workers' Compensation with statutory limits required by each state exercising jurisdiction over the ADP associates engaged in performing services under this agreement.

15.24.1.2. Employer's Liability coverage with a minimum limit of $1,000,000 for bodily injury by accident or disease.

15.24.1.3. Commercial General Liability coverage (including products and completed operations, blanket or broad form contractual, personal injury liability and broad form property damage) with minimum limits of one million dollars ($1,000,000) per occurrence for bodily injury/property damage and one million dollars ($1,000,000) for personal injury and products/completed operations.

15.24.1.4. Business Automobile Liability coverage (covering the use of all owned, non owned and hired vehicles) with minimum limits (combined single limit) of one million dollars ($1,000,000) for bodily injury and property damage.

15.24.1.5. Excess or Umbrella Liability coverage with a minimum limit of two million dollars ($2,000,000) coverage in excess of the coverage as set forth in items 15.24.1.2, 15.24.1.3, and 15.24.1.4 above.

15.24.1.6. Employee Dishonesty (Fidelity) and Computer Crime coverage (for losses arising out of or in connection with any fraudulent or dishonest acts committed by employees of ADP, acting alone or in collusion with others) with a minimum limit of ten million dollars ($10,000,000).

15.24.1.7. Errors & Omissions coverage (including Cyber Liability) in the amount of ten million dollars ($10,000,000).

15.24.2. Subject to ADP's right to self-insure coverage as set forth below, the foregoing coverages shall be maintained with insurers which have an A.M. Best rating of A- or better and /or an equivalent rating from a recognized insurance company rating agency.

15.24.3. Client shall be named as an additional insured under ADP's Commercial General Liability and Business Automobile Liability insurance policies. ADP shall waive subrogation in favor of the Client under ADP's Commercial General Liability and Business Automobile Liability insurance policies. ADP's policies shall be primary and any insurance maintained by Client is excess and noncontributory. Promptly upon Client's written request for same, ADP shall cause its insurers or insurance brokers to issue certificates of insurance evidencing that the coverages required under this Agreement are maintained and in force. In addition, ADP will use reasonable efforts to give thirty days' notice to Client prior to cancellation or non-renewal of any of the policies providing such coverage; provided, however that ADP shall not be obligated to provide such notice if, concurrently with such cancellation or non-renewal, ADP provides self-insurance coverage as described below or obtains coverage from another insurer meeting the requirements described above.

15.24.4. Notwithstanding the foregoing, ADP reserves the right to self-insure coverage (directly or through the corporate risk management programs of its ultimate corporate parent, Automatic Data Processing, Inc.), in whole or in part, in the amounts and categories designated above, in lieu of ADP's obligations to maintain insurance as set forth above, at any time.

15.24.5. This section does not replace or otherwise amend, in any respect, the limitations on ADP's liability as set forth elsewhere in this Agreement.

15.25. To the best of ADP's knowledge, at the time this Agreement is signed, it is not in default on any contract awarded by the County, and has not been determined by the Chief Procurement Officer to be in default on any contract awarded by the County within 5 years immediately preceding the effective date of this Agreement;

15.26. ADP acknowledges that any material misrepresentation made by ADP to County in connection with this Agreement is cause for declaring breach and termination of this Agreement.

15.27. To the best of ADP's knowledge, no officer, agent or employee of Client is employed by ADP or has a financial interest in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the County's Board of Ethics. No payment, gratuity or offer of employment will be made by ADP to any officer, agent or employee of Client in connection with this Agreement, by or on behalf of any subcontractors to ADP, or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

15.28. No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

15.29. To the best of ADP's knowledge, neither it nor its subcontractors, if any, presently have a direct or indirect interest, nor will they acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement. Without limiting the foregoing, If ADP or its Subcontractors assists the County in determining the advisability or feasibility of a project or in

recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, ADP and its Subcontractors shall not participate, directly or indirectly, as a prime, subcontractor or joint ventures in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. ADP may, however, assist the County in reviewing the proposals or bids for the project if it does not have a relationship with the persons or entities that submitted the proposals or bids for that project15.30 To the best of ADP's knowledge, no person having any conflicting interest will be assigned to perform any service or have access to any County confidential information.

15.30. Audit Rights. ADP agrees that the Cook County Auditor or any of its duly authorized representatives possessing appropriate professional credentials and experience consistent with generally accepted auditing standards shall, until expiration of three (3) years after the final payment under the Contract and no more than once per calendar year, upon advanced written request, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of ADP to support the fees and invoices related to the Agreement. ADP shall be responsible for establishing and maintaining records sufficient to support the fees related to this Agreement. ADP further agrees that it shall include in all of its contracts with Subcontractors hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor compliance with any term, condition or provision thereunder or under the Agreement.

15.31 In the event ADP receives payment under the Agreement, reimbursement for which is later disallowed by the County, ADP shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the ADP under any contract with the County.

15.32 Business Documents At the request of County, where necessary for the County to determine Consultant's authority to execute this Agreement, Consultant's good standing, or Consultant's possible conflict with the County, ADP must make available to County its latest articles of incorporation, by-laws and resolutions, as applicable.

15.33 Approved Facilities. County Data will be hosted only within the continental United States and only from locations owned, leased or otherwise used by ADP and its Subcontractors.

Data Privacy Appendix

This Data Privacy Appendix is a data processing agreement under Applicable Law and supplements the Agreement, including Sections 4 (Confidentiality), 9.3 (Data Security) and 10.1 (Data Security Breach/Notification), between ADP and Client. Capitalized terms throughout this Data Privacy Appendix not defined in the Agreement are defined in the ADP Privacy Glossary at www.adp.com/-/media/adp/privacy/pdf/glossary_en.pdf

PART I - GENERAL

1. Client Obligations. Client shall only provide ADP with Client Personal Data that: (a) is required to perform the Services; (b) has been collected in accordance with Applicable Laws; and (c) the Client has authority to provide under Applicable Law.

2. ADP Obligations. ADP, as a Data Processor (or equivalent term under Applicable Law), will comply with Applicable Law for Processing Client Personal Data pursuant to the Agreement. ADP will not: (a) "sell" or "share" Client Personal Data; (b) retain, use, disclose or otherwise Process Client Personal Data outside of its direct business relationship with Client or for any commercial or other purpose other than the business purposes specified in the agreement(s) between Client and ADP, except for de-identified and aggregated data may be used as permitted by Applicable Laws, provided that the data cannot be re-identified or de-aggregated; or (c) combine Client Personal Data with personal data that ADP receives from, or on behalf of, other persons, or collects from its own interaction with a consumer, except for de-identified and aggregated data may be used as permitted under Applicable Law, provided that the data cannot be re-identified or de-aggregated. ADP shall have the right to Process Client Personal Data in order to comply with its legal obligations (e.g., compliance with sanction laws) or in order to prevent, detect or investigate fraud.
ADP employees and contingent workers are authorized to Process Client Personal Data to the extent necessary to provide Services and as permitted under the Agreement and by Applicable Law.

3. De-identification and Aggregation. In addition to any rights granted to ADP in Section 4 of the Agreement to use aggregated or anonymized data, ADP will not attempt to, and will not, re-identify any Client Personal Data that has been anonymized, which means it cannot be used to identify an individual, directly or indirectly, through any reasonably available means, or de-identified.

4. Transfers to Subprocessors. ADP may transfer Client Personal Data to ADP Subprocessors and Third Party Subprocessors located outside of the country or region where Client Personal Data was initially collected. ADP will establish appropriate safeguards with ADP Subprocessors and Third Party Subprocessors to ensure the adequate protection of Client Personal Data. Third Party Subprocessors are bound by written contracts with ADP that impose data protection terms that are not less protective than those imposed by this Data Privacy Appendix.
An up-to-date list of ADP Subprocessors and Third Party Subprocessors, including locations, is accessible at https://adp4me.adp.com/.
Such list may be updated from time to time.

5. Compliance Obligations. ADP will notify Client if ADP makes a determination that it can no longer meet its Processing obligations under Applicable Laws.

Client may, upon providing written notice to ADP, take reasonable steps to stop and remediate unauthorized Processing of Client Personal Data.

6. Client Instructions. When receiving a Client instruction regarding the Processing of Personal Data, ADP will notify Client if ADP considers such instruction violates Applicable Law; however, ADP is not obliged to and will not perform a legal examination with respect to a Client instruction.

7. Assistance. ADP will assist Client with its data privacy obligations where required under Applicable Law, including assisting Client in responding to and addressing Client Employee individual rights requests, and complaints concerning Client Personal Data Processed by ADP in connection with the Services. ADP will also provide Client with relevant information for conducting data protection impact or risk assessments, including transfer impact assessments and any other assessments or reassessments required by Applicable Law or competent regulatory authorities. ADP reserves the right to charge for such assistance rendered. If ADP receives an individual rights request or

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complaint directly from a Client Employee, ADP shall promptly forward the Client Employee request to Client.

8. Client Audit. ADP will answer questions asked by Client regarding the Processing of Client Personal Data by ADP. In the event Client reasonably considers that the answers provided by ADP justify further analysis, ADP will, in agreement with Client, either: provide security materials known as ADP's trust package (which includes security policy and standards overview, password summary, resiliency program summary, disaster recovery program overview, data center and hosting service summary and a third party risk management executive summary), that details ADP's business processes and procedures for the Processing of Client Personal Data; or, make the facilities it uses to Process Client Personal Data available for an audit by a qualified independent third-party assessor reasonably acceptable to ADP, bound by confidentiality obligations satisfactory to ADP and engaged by Client. The Client will provide a copy of the audit report to ADP's Global Chief Privacy Officer which will be ADP Confidential Information. Audits shall be conducted no more than once per year during the term of the Agreement during regular business hours and will be subject to (i) a written request submitted to ADP at least 45 days in advance of the proposed audit date; (ii) a detailed written audit plan reviewed and approved in advance by ADP's security organization; and (iii) ADP's on-site security policies. Such audits will take place only in the presence of a representative of ADP's global security office, ADP's global data privacy & governance team, or such person designated by the appropriate ADP representative. The audits shall not be permitted to disrupt ADP's Processing activities or compromise the security and confidentiality of Personal Data pertaining to other ADP Clients. ADP will charge Client a reasonable fee for such audit as agreed upon by the parties in advance of the audit.

PART II – GDPR

9. Scope. This Part II applies solely with respect to Client Personal Data subject to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data ("General Data Protection Regulations" or "GDPR"). With respect to ADP's processing of Client Personal Data subject to GDPR, the ADP Privacy Code, located at https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf, governs. ADP has obtained EU authorization of its ADP Privacy Code.

10. International Transfers. For transfers outside of the EEA, Switzerland and United Kingdom, the ADP Privacy Code serves as the legal basis for the data transfer to an ADP Group Company or between ADP and an ADP Subprocessor, which the Client acknowledges and accepts. ADP shall enter into appropriate contractual agreements, such as standard contractual clauses, or rely upon any other lawful transfer mechanism prior to transferring Client Personal Data to a Third Party Subprocessor or to an ADP company when the ADP Privacy Code does not apply.

11. Additional Subprocessor Obligations. Within 30 days of a written update (including electronic notice) by ADP to Client adding a new Subprocessor, Client may object to such new Subprocessor by providing written notice to ADP alleging objective justifiable grounds that such Subprocessor is unable to protect Client Personal Data. If the parties cannot reach a mutually acceptable solution, ADP shall, at its option, either: (a) not allow the Subprocessor to access Client Personal Data; or (b) allow Client to terminate the relevant Services in accordance with the terms of the Agreement.

12. ADP Privacy Code EU Authorization. ADP will make commercially reasonable efforts to maintain the EU authorization of its ADP Privacy Code for the duration of the Agreement and will promptly notify Client of any subsequent material changes in the EU authorization of its ADP Privacy Code.

PART III - Miscellaneous

13. Order of Precedence. In the event of a conflict between the Agreement, this Data Privacy Appendix, the ADP Privacy Code and Applicable Law, then the conflict will be resolved by giving effect to such in the following order of precedence: (a) Applicable Law; (b) the ADP Privacy Code (https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf); (c) this

Data Privacy Appendix; and (d) the Agreement. ADP shall provide Client with thirty (30) days prior notice of any ADP Privacy Code updates which materially and adversely affect ADP's ability to protect Client's Personal Data. If an ADP Privacy Code update materially and adversely affects ADP's ability to protect Client's Personal Data, Client shall have the option to terminate the Agreement, effective immediately, by providing ADP notice of its intent to terminate, Notwithstanding anything to the contrary in this Agreement, if Client terminates early in accordance with this provision, Client will not be assessed any penalties, early termination fees, and/or Cost Reimbursement Fee/s.

14. Scope. This Data Privacy Appendix provides no additional rights to a Client Employee that are not already provided under the Applicable Law to which the Client Employee is subject.

Pricing and Financial Terms

I. Financial Detail

The fees listed in the table(s) below are based on the Services and volumes in the assumptions in Section III (Assumptions).

Ongoing Service Fees	Units Assumed	Rates Effective 10/9/2025	Rates Effective 7/1/26	Frequency	Based On
	ADP HR and Payroll Services				
iArchive	325	$0.00	$0.00	detail	
Document Cloud	729	$0.00	$0.00	ee/month	
Year End Processing - W-2s	1	$2.60	$2.70	form	Includes W-2's and Earnings Summary Statements
WGPS Service	325	$0.00	$0.00	pay	
Wage Garnishments Processing Service (WGPS) - Payments	33	$0.00	$0.00	payment	
Workforce Now HR	729	$1.65	$1.72	ee/month	
Workforce Now Enhanced Payroll PR (includes: Processing, printing, check stuffing, check signing, direct deposit and check reconciliation)	325	$1.25	$1.30	pay	Billing will begin immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.
Wisely Paycard	3	$0.00	$0.00	per transaction	Card issuance
ADP Self Service	10,950	$0.00	$0.00	ee/month	
Full Service Direct Deposit (FSDD)	325	$0.00	$0.00	transaction	
ADP iPayStatements	325	$0.00	$0.00	pay	
iReports	325	$0.00	$0.00	pay	
ADP GL	325	$0.00	$0.00	pay	
New Hire Reporting Service	78	$0.00	$0.00	transaction	
Content Management	325	$0.00	$0.00	month	

ADP will charge Client at the current rates for any components of Services received by Client that are not specifically listed in this appendix.

II. Additional Services

Subject to Section IV.j. (Fee Adjustments), the fees for certain additional services are listed in the table below. These fees are based on the Services and will be charged at the applicable rates as they occur. These fees are also charged if the volumes in Section III (Assumptions) are exceeded.

Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Frequency	Based on
ADDITIONAL SERVICES					
Payroll Processing					
Pays/ Distribution	Wire Fees	0	$35.00	Per wire	Applies to: Reverse wire Direct wire
	Voids, Stop Payments, recalls and reversals	0	$25.00	per occurrence	
Workforce Now Enhanced PR					
Client Practitioners	Client Service/Support, and Hosting Contacts	5	$260.00	Month	Additional fee of $260.00 per additional client contact per month applies after first 5 included

III. Assumptions

The fees in this Appendix are based on the assumptions below, and in Section IV (Financial Terms) of this Appendix. If Client's actual requirements vary from what is stated, the parties will negotiate in good faith to adjust the fees based on those variances. Additional fees may apply to any customizations to any Service agreed to by the parties.

Category	Item Description	Units Included in Fees	Rate per Unit (or ADP Prevailing Rate)	Based on
VOLUME ASSUMPTIONS				
Payroll Processing				
Populations	Pay Frequencies	1	Included	Includes up to 1 pay frequency(ies)
	Company Codes / Pay Groups	1	Included	Includes up to 1 company code(s)
	Employees Paid Bi-Weekly	325	Included	Assumes processing for up to 325 employees paid bi-weekly
Pays/ Distribution	Payment Transactions	8,450	Included	Assumes up to 8,450 payment transactions
Billing Assumptions	Total Active Employees	325	Included	Billing based on Per Employee per Month (PEPM). Active and Leave of Absence employees.
Client Practitioners	Client Named Contacts	5	Included	Includes up to 5 Client Named Contacts who may contact the ADP Support Team. Client representatives will provide direction to ADP in the form of business requirements, participant concerns, reporting needs and day-to-day support.

IV. Financial Terms

A. **Initial Term**: The Initial Term will expire one year from the Agreement Effective Date.

B. **Client Group and Approved Countries**: The Client Group includes the following entities:

Client and its Affiliates (if any) in the country(ies) identified herein and any Affiliates (if applicable) as may be agreed to by the parties.

The Approved Country is the United States of America.

C. **Implementation**: The following fees ("Implementation Fees") are due and payable by Client as follows:

Implementation Fees will be billed in the month of the first live processing.

D. **Invoicing**:

1) Except to the extent otherwise stated below, Client will pay all undisputed invoices in full within 45 days of the invoice date.

2) The ongoing Services fees billed on a monthly basis shall commence effective on the first day of the Agreement Effective Date

E. **Currency:** All fees in this Appendix are shown in USD and Client shall make payments for the Services in USD.

F. **Taxes:** Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

G. **Cost Reimbursement Fee:** In order for ADP to recoup certain costs associated with the Services provided under the Agreement in the event of an early termination by Client, if Client terminates Services in any country or the Agreement in whole or in part for convenience pursuant to Section 12.2(ii) of the Global Master Terms and Conditions, Client will:

- If termination occurs prior to the Go-Live Date for the applicable Services:
  - pay ADP for the Implementation Services performed prior to termination at ADP's labor rates in this Appendix not to exceed the applicable implementation fees set forth above or, if the rates for a particular Service are not set forth in this Appendix, at ADP's prevailing labor rates (and not at the set implementation price set forth in the "Financial Detail" table), and
  - reimburse ADP for any license fees or other costs incurred by ADP in connection with the Implementation Services
- If termination occurs after the Go-Live Date for the applicable Services, reimburse ADP for its costs (including unamortized investments and any costs incurred that have not been recovered from fees charged) associated with the termination of the Services calculated as the number of months remaining in the term of the Agreement * (times) the average monthly fees for services provided (or, if services have not been provided for a full month, the estimated average monthly fees for services) * (times) ninety-two percent (92%).
- In the event new Services are added, the Cost Reimbursement Fee is subject to change.

H. **Postage, Shipping, Travel and other Out-of-Pocket Expenses:** ADP will invoice Client for postage charges, delivery charges, other third-party charges incurred on behalf of Client, and, subject to Client's prior written approval and adherence to the Cook County Employee and Official Business & Travel Expense Reimbursement Policy (available on Cook County's website), reasonable travel and out-of-pocket expenses.

I. **Funding Requirements and Disbursement Disclosure:**

a) For ADP Wage Payment Services, Client will provide:

Net Pay Impounding Schedule

A. What: All net pay funding (other than for Payroll Cards)
   - Method: Reverse wire to ADP
   - Timing: By 6:00 a.m. Pacific time on the date that is two Business Days prior to associated payroll check date

B. What: Net pay funding for Payroll Cards
   - Method: Issuing Bank establishes method of delivery
   - Timing: Issuing Bank establishes the deadline

b) For ADP Wage Garnishment Services and Fees, Client will provide:

Funding

- What: Wage garnishment information, deductions and liabilities
- Method: Reverse wire to ADP
- Timing: By 6:00 a.m. Pacific time on the date that is one Business Day prior to the associated payroll check date

J. **Fee Adjustments:** The fees set forth in this Appendix will remain fixed until June 30, 2026. Effective on July 1, 2026, ADP will increase the fees for the Services by 4% with 30 days' prior written notice. After the Initial Term, ADP will modify the fees on an annual basis upon 30 days' prior written notice to Client.

K. **Change Control:** Subject to the requirements of Section 15.1, in the event either party requests a change in the scope of the Services (including Implementation Services) (each a "**Change Control Item**"), the parties shall address such change request via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties, with the exception of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of Implementation Services, which ADP will notify Client of prior to making such change.

1) The standard hourly rate for a Change Control Item is $200.00; provided, however, that ADP may increase that rate as follows:

   - (a) By 50% for Change Control Items requested by Client after October 1st which ADP agrees to deliver by January 31st;

   - (b) By 25% if, after receiving a Change Control Notice, the Client requests an expedited timeframe for completion of the Change Control Item.