

Passionfruit Client Terms

Rules of the Road

This section provides a quick, plain-language summary of the detailed legal terms that follow.

- **A Foundation of Respect:** We believe the best work happens in professional, collaborative environments where clear communication, mutual respect, and constructive feedback are encouraged. We ask everyone using the Passionfruit platform to engage with others professionally and courteously.
- **Your Responsibility:** Our role is to facilitate exceptional work and collaboration by connecting you with high-caliber freelance talent. We take that role seriously and will always support the engagement process. Ultimately, however, you are responsible for the business decisions you make and the actions you take based on the services provided by Specialists.
- **Fair Payment:** Payment for all services is made in U.S. Dollars. To ensure a smooth process for both Clients and Specialists, we typically issue invoices upfront for each month of a project and require payment within 30 days.
- **Fair Play:** We have invested significantly in building our platform and our network of professional Specialists. We enforce our rights against any attempts to circumvent the Platform to directly engage with specialists we introduce, as this undermines the value and integrity of the service we provide.

Passionfruit is Use Passionfruit Inc., a corporation organized under the laws of the State of Delaware, with its principal place of business at 18 West 18th Street, 6th Floor, New York, NY 10011, USA.

Client means any person or entity approved by Passionfruit to use the platform available at usepassionfruit.com (the "**Platform**") for the purpose of engaging with Passionfruit's specialist services. Specialist means an independent freelance professional engaged by Passionfruit under a separate contract to provide services to Clients.

Relationship of the Parties: Clients engage **Passionfruit** as the principal counterparty for the procurement of professional services. These services are performed by independent contractors engaged by Passionfruit ("**Specialists**"), under separate contracts for professional services. The Client's contract is solely and exclusively with Passionfruit; there is no direct contractual or employment relationship between the Client and the Specialist, although the Specialist delivers their services directly to the Client and retains discretion over how their work is carried out consistent with the agreed scope. This structure ensures clear lines of responsibility and streamlined administration.

Acceptance of Terms: By submitting a request to use the Platform, you agree to be legally bound by this Agreement. If you are registering on behalf of an organization (e.g., your employer), you represent and warrant that you have the full legal authority to bind that organization to this Agreement. Acceptance is formally confirmed when Passionfruit notifies the Client by email or upon the signing of an Order Form ("Platform Acceptance"), at which point a binding agreement is formed between Passionfruit and the Client.

Any person using the Platform will be bound by Passionfruit's terms and conditions (as updated and published by Passionfruit from time to time at usepassionfruit.com/terms) for so long as the Client has a user login to Platform.

Passionfruit will consider each request to use the Platform and determine which potential clients to register as Clients. If Passionfruit accepts a potential client as a Client, Passionfruit will confirm this to the Client by notifying the Client by email or signing an order form ("**Order Form**"), each of which is Platform Acceptance.

With effect from the point of Platform Acceptance the Parties agree to be bound by the Passionfruit Client Terms below.

This Agreement comprises two parts:

- **Part A: Client Platform Terms:** Governing your access to and use of the Platform and the general relationship between you and Passionfruit.
- **Part B: Specialist Supply Terms:** Applying specifically to the supply of Specialist services for an individual Project.

This Agreement was last updated on March 19, 2026 (Compliance Remediation Update). For any questions, please contact issah@usepassionfruit.com.

Part A: Client Platform Terms

1. ONBOARDING & ACCOUNT REGISTRATION

- a. Upon Platform Acceptance, the Client shall provide accurate, current, and complete information for account setup and verification, as requested by Passionfruit.
- b. The Client warrants that all information provided does not contain any material that is offensive, illegal, defamatory, or discriminatory.
- c. The Client is solely responsible for safeguarding its login credentials and for all activity conducted through its user accounts.
- d. The Client is responsible for all use of Platform by the Client, employees, workers, contractors, directors, officers, agents, outsourcers and sub-contractors ("**Client Users**") and the Client shall procure that each Client User complies with this Agreement.

2. CLIENT OBLIGATIONS & CONDUCT

- a. **Independent Contractor Relationship:** The Client acknowledges and agrees that Specialists are independent contractors and not employees of either Passionfruit or the Client. To maintain this crucial legal distinction, the Client shall not supervise, direct, or control the Specialist in a manner characteristic of an employment relationship. This means respecting the Specialist's professional autonomy in determining the manner, means, methods, timings, locations or tools (save for those explicitly required and agreed in the SOW) to achieve the results outlined in the SOW. The Client agrees that the Specialist remains free to perform services for other businesses, provided such services do not cause the Specialist to be in breach of its obligations to the Client and Passionfruit, cause a material conflict of interest or breach the confidentiality obligations in this Agreement.
- b. **Worker Classification Warranty:** The Client warrants that it will not engage in any activity that could lead to a determination that a Specialist is an employee of the Client. This includes, but is not limited to, providing employee-style benefits, requiring specific work hours unless essential to the project scope, require use of specific Client equipment or uniforms, integrating Specialists into employee workflows (including organizational charts) or exercising a degree of control over the Specialist's work that is inconsistent with an independent contractor relationship.

- c. Compliance with Laws: The Client agrees to use the Platform and the services of Specialists in compliance with all applicable federal, state, provincial, and local laws, rules, and regulations (“**Applicable Law**”).
- d. Prohibited Conduct: The Client agrees not to:
 - i. Use the Platform for any illegal purpose or in violation of any Applicable Law.
 - ii. Engage in any activity that could be construed as creating an employment relationship with a Specialist.
 - iii. Harass, discriminate against, or threaten any Specialist or Passionfruit employee.
 - iv. Misrepresent its identity or affiliations.

3. PLATFORM TECHNOLOGY & INTELLECTUAL PROPERTY

- a. Intellectual Property Rights: Intellectual Property Rights means all vested and future rights of copyright and related rights, design rights, database rights, patents, rights to inventions, trademarks and get-up (and goodwill attaching to those trademarks and that get up), domain names, social media assets, applications for and the right to apply for any of the above, moral rights, goodwill (and the right to sue for passing off and unfair competition), rights in know-how, rights in confidential information, rights in computer software, and any other intellectual or industrial property rights or equivalent forms of protection, whether or not registered or capable of registration, and all renewals and extensions of such rights, whether now known or in future subsisting in any part of the world.
- b. Ownership: Passionfruit and its licensors own all rights, title, and interest, including all Intellectual Property Rights, in the Platform and its underlying technology (“**Passionfruit Technology**”). No rights are granted to the Client other than as expressly set forth herein and nothing in this Agreement shall transfer Intellectual Property Rights of Passionfruit or its licensors to the Client or any third party.
- c. License: Subject to the Client's compliance with this Agreement, Passionfruit grants the Client a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Platform for its internal business purposes during the term of the Agreement.
- d. Client Content & Feedback: The Client grants Passionfruit a royalty-free, worldwide license to use any materials it uploads (“**Client Uploads**”) as necessary to provide the services and for Passionfruit's lawful internal business purposes. The Client also grants Passionfruit a perpetual, irrevocable, worldwide license to use and incorporate any suggestions or feedback provided without restriction or compensation. Passionfruit may collect information reflecting the access or use of Platform by users, including visit, session and statistical or other analysis, information or data based on or derived from any of the foregoing (“**Usage Data**”) and may aggregate and/or anonymise Usage Data to use for statistical purposes and share samples of such aggregated and/or anonymised Usage Data with other persons outside Passionfruit, including potential clients and investors in Passionfruit.
- e. Restrictions:
 - i. The Client shall not (and shall not permit any third party to) copy, modify, reverse-engineer, resell, adapt, create derivative works of or otherwise misuse the Passionfruit Technology or Passionfruit Intellectual Property, including, but not limited to: (i) using it for competitive analysis; (ii) attempting to translate, decompile, disassemble, reverse engineer or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs of Passionfruit Technology unless mandated by Applicable Law; (iii) conducting any systematic or automated data scraping, data mining, data extraction or data harvesting, or other data collection activity, whether or not systematic or

automated; and (iv) incorporating it into any product or service provided by the Client.

- ii. The Client shall use good industry practice to ensure that no Malicious Item is connected to, ingested into, transmitted through or stored on the Platform. (Malicious Item means any thing or device (including any software, code, file or program) which may: (a) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device, (b) prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise) or (c) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices).

4. ENGAGING A SPECIALIST

- a. The Client shall provide project details to Passionfruit to initiate a search including: (i) project start date; (ii) type of Specialist required; (iii) overview of the project; (iv) location of the project; (v) duration of the project; (vi) any health and safety information relevant to the project; and (vii) any particular regulatory or professional qualifications required for the project.
- b. A binding contract for Specialist services ("**Specialist Supply Contract**") is formed under the terms in Part B only when a detailed Statement of Work ("**SOW**") is mutually agreed upon and executed by the Parties. From the point that an SOW is mutually agreed, Passionfruit and the Client agree to be bound by the Specialist supply terms at Part B, and a single Specialist Supply Contract is formed directly between Passionfruit and the Client for the Project set out in the SOW.
- c. Passionfruit uses reasonable care and diligence in proposing Specialists from its network but does not guarantee that a suitable Specialist will be available for every project. Passionfruit gives no warranty as to the suitability or performance of any Specialist beyond exercising reasonable care in their selection and vetting.
- d. The Client shall provide necessary briefing, information and access required for a Specialist to perform the agreed services in an SOW.
- e. While Passionfruit contracts separately with each Specialist, the Specialist remains an independent contractor and is solely responsible for the provision and quality of their services. Passionfruit is not responsible for the Specialist's day-to-day performance or specific deliverables, although Passionfruit remains the Client's principal contractual counterparty for the overall supply of the specialist services.
 - o Worker Classification Assessment: Prior to the commencement of each Specialist engagement, Passionfruit will conduct an independent worker classification assessment through its approved assessment provider. The Client shall cooperate with and provide accurate information for this assessment process as reasonably requested by Passionfruit. The fees associated with compliance coverage are set out in the Platform and Compliance Fee clause below.
 - o ABC Test State Acknowledgment: The Client acknowledges that certain U.S. states (including but not limited to California, New Jersey, Massachusetts, New York, and Nevada) apply a strict presumption of employment under the ABC test for worker classification purposes. Where a Specialist is physically located in such a state, Passionfruit may require additional compliance measures, including but not limited to: (a) routing the engagement through an approved Agent of Record or Employer of Record; (b) requiring the Specialist to operate through a separately established business entity (LLC, S-Corp, or C-Corp); or (c) declining to proceed with the engagement where the

misclassification risk cannot be adequately mitigated. The Client shall cooperate with Passionfruit in implementing any such measures.

- Specialist Independence: The Client acknowledges that the Specialist engaged by Passionfruit for each Project is an independent contractor. The Specialist retains professional autonomy over the methods, tools, schedule, and location of work used to deliver the agreed outputs. The Client shall not supervise, direct, or control the Specialist in a manner characteristic of an employment relationship, including but not limited to: setting working hours, requiring attendance at the Client's premises, providing training, integrating the Specialist into the Client's organizational structure (including organizational charts, company email addresses, or job titles), or requiring use of Client equipment or uniforms.
- Deliverable Acceptance: The Client shall have five (5) business days from receipt of each deliverable to notify Passionfruit in writing of any specific objections (the "Acceptance Window"). Objections must identify the particular respects in which the deliverable does not meet the requirements described in the applicable SOW. If no written objection is received within the Acceptance Window, the deliverable shall be deemed accepted. Where a valid objection is raised, the Specialist shall undertake one round of revisions to address the specific points raised, following which the deliverable shall be deemed accepted ("Deemed Acceptance"). Payment for the relevant period becomes due upon Deemed Acceptance. For the avoidance of doubt, general dissatisfaction or subjective preference does not constitute a valid objection. Objections must relate to specific, identifiable departures from the requirements described in the SOW. Where a deliverable remains materially deficient after one round of revisions (meaning it fails to meet specific, objectively verifiable requirements described in Exhibit A in a manner that would be apparent to a reasonable professional in the relevant field) the Client may notify Passionfruit in writing within three (3) business days of receiving the revised deliverable, setting out the specific continuing deficiencies. Passionfruit shall review the notification and, acting reasonably, determine whether to: (a) instruct the Specialist to undertake a further revision to address the identified deficiencies; (b) propose an alternative Specialist to complete the deliverable; or (c) issue a pro-rata credit to the Client for the deficient deliverable. For the avoidance of doubt, this clause applies only where the deliverable is objectively deficient against the requirements; it does not apply to matters of subjective preference, stylistic choice, or general dissatisfaction. If no notification is received within the three (3) business day window, the deliverable shall be deemed accepted.

5. CHARGES & PAYMENT

- a. Charges: The Client agrees to pay all fees associated with each Project as specified in the applicable SOW or Order Form (the "**Charges**"). All Charges are payable in United States Dollars (USD).
- b. Invoicing and Payment: Invoices will be issued as set out in the SOW. The Client shall pay all invoices within thirty (30) days of the invoice date via bank transfer.
- c. Late Payments: Overdue invoices will be subject to a finance charge of 1.5% per month on the unpaid balance, or the maximum rate permitted by law, whichever is lower.
- d. Taxes: The Charges do not include any taxes, levies, or duties, such as sales or use taxes ("**Taxes**"). The Client is responsible for paying all Taxes associated with its purchases. Passionfruit will add such Taxes to its invoices as required by law.
- e. Tax Reporting (Form 1099): Passionfruit may be obligated under US law to file a Form 1099-K with the Internal Revenue Service (IRS) to report payments processed for Specialists. The Client is solely responsible for determining and fulfilling its own independent tax reporting obligations, including any requirement to issue a Form 1099-NEC to any Specialist.

6. NON-CIRCUMVENTION & TRANSFER FEE

- a. If the Client or any of its affiliates, directly or indirectly, engages a Specialist introduced by Passionfruit outside of the Platform within twelve (12) months of the conclusion of that Specialist's most recent project, Passionfruit is entitled to a Transfer Fee. The Transfer Fee is the greater of \$25,000 USD or 20% of the Specialist's projected first-year remuneration. This clause does not apply if the Client can provide reasonable written evidence of a pre-existing professional relationship, to the satisfaction of Passionfruit in its sole discretion, acting reasonably, with the Specialist prior to the introduction by Passionfruit.
- b. If the Client fails to notify Passionfruit within 3 days of the proposed direct engagement, the Client shall be deemed to have agreed to the Transfer Fee and Passionfruit may issue an invoice accordingly.

7. PLATFORM & CREDIT SUBSCRIPTIONS

- a. Platform and Compliance Fee: The Client shall pay Passionfruit a monthly Platform and Compliance Fee of \$250 USD per active Specialist engagement for the duration of that engagement. This fee covers: (a) the Client's access to the Platform for its authorised Client Users; and (b) the ongoing worker classification compliance coverage described in clause 4.6, including the cost of the initial assessment and associated compliance coverage. This fee is invoiced monthly in advance and is non-refundable.
- b. Billing and Payment of Platform and Compliance Fee: Payment is due within 30 days of the date of the invoice and shall be paid in USD. The Platform and Compliance Fee is distinct from, and payable in addition to, the Charges for Specialist services. The Platform and Compliance Fee shall continue to be payable during any notice period for the termination of a Specialist Supply Contract or the Agreement.
- c. If the Client fails to pay any Platform and Compliance Fee by its due date, Passionfruit reserves the right, without prejudice to any other rights or remedies, to suspend access to the Platform for all Client Users until such outstanding fees are paid in full.
- d. Credit Subscription: The Client may opt to pre-pay for "Service Credits." Each Credit has a redeemable value of \$650 USD towards project fees. A minimum monthly purchase of four (4) Credits is required. Credits are valid for allocation to a new project until the last day of the first full month following the month of purchase, at which point they expire. The responsibility for tracking Credit balances and their expiry dates rests solely with the Client.
- e. Redeeming Credits for Projects: When the Client wishes to initiate a Project using their accrued Credits, they shall notify Passionfruit. Passionfruit and the Client will then collaborate to define the project requirements and agree upon a Statement of Work (SOW) which will detail the scope, deliverables, timeline, and the total Project Fee for the engagement. The Client's unexpired and available Credits will be redeemed against the total Project Fee specified in the SOW. Credits are redeemed as whole units. If the total Project Fee for an SOW exceeds the value of the Client's available unexpired Credits, the Client will be invoiced for the difference. This additional amount shall be payable in accordance with the standard payment terms applicable to Charges. The Client acknowledges that notifying Passionfruit of the intention to start a project is for the purpose of allocating Credits before their expiry. The actual kick-off date of the Project will be as soon as reasonably possible subject to Passionfruit's reasonable timeframes for specialist matching and onboarding.

8. CONFIDENTIALITY

- a. Confidential Information means all confidential or proprietary information (however

recorded or preserved) that is disclosed or made available in any manner (in writing, orally or by access to computer systems or making available data files or in metadata) whether before or after Platform Acceptance, directly or indirectly, by or on behalf of the disclosing Party (Discloser) to the receiving Party (Recipient) or the Recipient's Representatives.

- b. Each Party (the "Recipient") shall keep secret and confidential all Confidential Information disclosed by the other Party (the "Discloser"). Confidential Information may only be used for the purpose of fulfilling obligations under this Agreement and may be disclosed to employees, agents, or professional advisors on a strict need-to-know basis, provided they are bound by similar confidentiality obligations. This obligation does not apply to information that is publicly available, already lawfully known to the Recipient, received from a third party without a breach of confidence, or independently developed.
- c. Confidential Information may be disclosed to the minimum extent required to satisfy any order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or taxation authority of competent jurisdiction, the rules of any listing authority or stock exchange on which its shares are listed, or other applicable law.
- d. If requested by the Discloser at any time, the Recipient shall immediately destroy or return to the Discloser all documents and other records of the Confidential Information that have been supplied to or generated by the Recipient.
- e. Without prejudice to any other rights or remedies that each Party may have, each Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this clause 8 by the other Party. Accordingly, each Party shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this clause 8.
- f. The Recipient shall be responsible for any unauthorised disclosure or use by its Representatives (meaning its employees, workers, contractors, directors, officers, agents, outsourcers and sub-contractors, investors and advisers) of the Discloser's Confidential Information, other than if such unauthorised disclosure or use was beyond its reasonable control.
- g. The Client agrees that Passionfruit may include the Client's name in Passionfruit's marketing materials. Passionfruit will follow the Client's brand guidelines.

9. DATA PROTECTION

- a. Each Party shall comply with all applicable data privacy laws and regulations, including but not limited to the California Consumer Privacy Act (CCPA) as amended, and any other relevant state or federal laws. Passionfruit's privacy policy, available on the Platform, provides details on how personal data is processed and secured. To the extent Passionfruit processes personal data on behalf of the Client, it shall do so only on the Client's written instructions and for the purpose of providing the services.

10. WARRANTIES & DISCLAIMER

- a. Each Party warrants that it has the full right, power, and authority to enter into and perform its obligations under this Agreement.
- b. Passionfruit warrants that the Client's use of the Platform in accordance with this Agreement does not, to its knowledge, infringe the Intellectual Property Rights of any third party.
- c. The Client warrants, represents and undertakes that: (a) it shall not provide access to Platform to any person who is not a genuine and permitted Client User; (b) it has full right, power and authority (including all applicable licences of Intellectual Property Rights) to use any information provided to Passionfruit (including information about third parties in connection with any Available Project); (c) the use of Client Uploads in connection with

Platform does not breach data protection laws or any Applicable Laws governing confidential, secret or classified information; and(d) the use of Client Uploads in connection with Platform does not conflict with any third party obligations to which the Client is subject (including any contractual obligations with third parties).

- d. Disclaimer: EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." PASSIONFRUIT DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. INDEMNIFICATION

- a. The Client agrees to indemnify, defend, and hold harmless Passionfruit and its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) the Client's use of the Platform; (b) the Client's breach of this Agreement; (c) any claim that a Specialist was an employee of the Client; or (d) the Client's violation of any Applicable Law.

12. LIMITATION OF LIABILITY

- a. Nothing in this Agreement shall limit liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded by applicable law.
- b. Subject to the foregoing, each Party's total aggregate liability arising out of or in connection with this Agreement (whether in contract, tort, or otherwise) shall not exceed 125% of the total fees paid or payable by the Client to Passionfruit in the twelve (12) months immediately preceding the event giving rise to the claim.
- c. In no event shall either Party be liable for any indirect, consequential, special, incidental, or punitive damages, including but not limited to lost profits, lost sales, or business interruption.
- d. Any claims under the Agreement by the Client must be brought within one year of the Client or the Client's Representatives becoming aware of the claim.

13. TERM AND TERMINATION

- a. The Client may terminate this Agreement and its access to the Platform by providing at least seven (7) business days' written notice to Passionfruit, provided that all active Specialist Supply Contracts have been terminated or have expired. Where active Specialist Supply Contracts remain in force, notice to terminate the Agreement shall take effect only upon the termination or expiry of the last active Specialist Supply Contract. If there are no active Specialist Supply Contracts and no new Specialist Supply Contract is entered into within ninety (90) days of the termination or expiry of the last active Specialist Supply Contract, this Agreement shall terminate automatically unless the Client has notified Passionfruit in writing of its intention to commence a new engagement within that period. Upon termination, the Client's access to the Platform will cease.
- b. Passionfruit may terminate this Agreement (which includes the Client's use of the Platform and may include termination of any or all active Specialist Supply Contracts, subject to providing reasonable wind-down where appropriate) at any time for convenience by giving the Client at least seven (7) days' written notice.
- c. Either Party may terminate this Agreement with immediate effect by giving written notice

to the other Party if: (a) the other Party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or (b) the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement. For the purposes of this clause 13(a), a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all material respects other than as to the time of performance.

- d. Either Party may terminate this Agreement with immediate effect in the case of the insolvency or bankruptcy of the other party.
- e. Upon termination, all outstanding fees for services rendered up to the effective date of termination shall become immediately due and payable. Termination or expiry of this Agreement shall not affect any of the Parties' rights and remedies that have accrued as at termination or expiry. On termination or expiry of this Agreement, all licences and authorisations granted by Passionfruit to the Client and/or Client Users under this Agreement (including access to the Platform) will terminate, subject to any agreed run-off and the Client shall promptly return to Passionfruit or, at Passionfruit's direction, delete or destroy all Passionfruit Confidential Information in its possession or control.
- f. Following notice of termination of the Agreement, if agreed by Passionfruit and if there are active Projects requiring wind-down, the Client may be given limited, chargeable run-off access to the Platform (without the ability to enter into new SOWs) for a period not typically exceeding forty-five (45) days to support an orderly conclusion of any final Project reporting or data retrieval. The Client shall pay Passionfruit's reasonable charges for such support and access.

14. GOVERNING LAW AND DISPUTE RESOLUTION

- a. Governing Law: This Agreement and any dispute arising out of or in connection with it shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.
- b. Dispute Resolution: The Parties shall first attempt to resolve any dispute through good-faith negotiations. If the dispute is not resolved within thirty (30) days, it shall be finally and exclusively settled by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The arbitration shall take place in New York, New York.

15. GENERAL

- a. Entire Agreement: This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements.
- b. Assignment: The Client may not assign its rights or obligations under this Agreement without Passionfruit's prior written consent.
- c. Force Majeure: Passionfruit shall not be liable for any breach of the Agreement, or any Specialist Supply Contract directly or indirectly caused by circumstances beyond Passionfruit's reasonable control, and which prevent Passionfruit from performing its obligations. Passionfruit shall use reasonable endeavours to work around the issue and source a replacement Specialist as soon as reasonably practicable, keeping the Client fully and promptly informed.
- d. Specialist delay and non-performance: The Client acknowledges and agrees that non-performance by any Specialist engaged by Passionfruit is not within the reasonable control of Passionfruit. If such Specialist becomes unavailable or is otherwise unable to

provide their contracted services, this shall not constitute a breach of the Agreement by Passionfruit. Passionfruit shall use reasonable endeavours to work around the issue and source a replacement Specialist as soon as reasonably practicable, keeping the Client fully and promptly informed.

- e. Notices: All legal notices must be in writing and sent to the addresses listed at the beginning of this Agreement.
- f. Waiver: No failure or delay by a Party to exercise any right under this Agreement shall constitute a waiver of that right.
- g. Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- h. Variability: No variation of the Agreement shall be effective unless it is in writing and signed by or on behalf of each Party.
- i. No Partnership: Nothing in the Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties.

Part B: Specialist Supply Terms

1. INTRODUCTION

- a. These Specialist Supply Terms, together with the Client Platform Terms in Part A, govern the supply of a Specialist for a specific Project as defined in an agreed SOW.
- b. The Client's contractual relationship for the supply of Specialist services is solely with Passionfruit. The Specialist is an independent contractor engaged by Passionfruit and is not an employee or agent of the Client or Passionfruit.
- c. Nothing in these terms shall create an employment, partnership, joint venture, or agency relationship between the Specialist and the Client, or between the Specialist and Passionfruit
- d. The Client acknowledges that Specialists are independent contractors and are not entitled to employment-related benefits or protections from the Client.
- e. The Client agrees not to take any action that could misclassify the relationship, including exerting supervision, direction or control over the Specialist's work in a manner inconsistent with their independent status, or requiring exclusive engagement beyond the agreed SOW. The Client shall respect the Specialist's professional autonomy in determining the manner, means, methods, timings, locations or tools (save for those explicitly required and agreed in the SOW) to achieve the results outlined in the SOW.

2. SPECIALIST SERVICES

- a. Passionfruit shall procure that the Specialist delivers the services described in the SOW with a reasonable degree of professional skill, care, and diligence, consistent with industry standards.
- b. The Specialist retains the right to determine the manner and means of performing the work, consistent with the SOW. The Specialist may use substitutes or subcontractors, provided they are suitably qualified and approved by Passionfruit. Specialist shall remain liable for all acts and omissions of substitutes/sub-contractors (including ensuring compliance with Client policies) and be responsible for payment of their charges, compensation, benefits and/or expenses (as applicable).
- c. Passionfruit remains contractually responsible to the Client for the timely and professional delivery of the services.

3. EFFECTIVE DATE

- a. With effect from the point the Platform records the agreed SOW, Passionfruit and the Client agree to be bound by these Specialist Supply Terms, and a single Specialist Supply Contract is formed directly between Passionfruit and the Client for the Project set out in the SOW.
- b. The Client acknowledges that its contractual relationship is solely with Passionfruit and not with the Specialist.
- c. The term of the Specialist Supply Contract is the period of the Project as set out in the SOW, subject to any extensions or early termination in accordance with this Specialist Supply Contract.

4. FEES

- a. The fees for the Project ("**Project Fees**"), which include the Specialist's fees and Passionfruit's service charge, are set out in the SOW. The Client shall pay all Project Fees directly to Passionfruit in accordance with the agreed payment schedule and the Part A of this Agreement.
- b. Passionfruit is solely responsible for compensating the Specialist for their services.

5. INTELLECTUAL PROPERTY RIGHTS

- a. To the maximum extent permitted by applicable law, all deliverables, works, materials, and other content specifically created for you by a Specialist under a SOW ("**Deliverables**") shall be deemed "works made for hire" under the U.S. Copyright Act, with Passionfruit as the initial author and owner and with ownership assigned to you upon full payment of the applicable Charges.
- b. To the extent any Deliverable does not qualify as a "work made for hire," Passionfruit shall procure that the Specialist irrevocably assigns all right, title, and interest in and to such Deliverables to Passionfruit, and Passionfruit hereby assigns such rights to you upon full payment of the applicable Charges.
- c. To the maximum extent permitted by applicable law, Passionfruit shall procure that the Specialist shall waive any and all moral rights (including rights of attribution and integrity) in the Deliverables, and Passionfruit shall assign the benefit of that waiver to you upon full payment of the applicable Charges.
- d. Notwithstanding the foregoing, Specialists retain ownership of their pre-existing intellectual property, tools, templates, know-how, or materials developed outside the scope of the Services.
- e. The Client grants the Specialist a limited, non-exclusive, revocable license to use any materials provided by the Client as necessary to perform the services for the duration of the Project.

6. CONFIDENTIALITY & DATA PROTECTION

- a. Passionfruit shall procure that the Specialist is bound by confidentiality obligations no less stringent than those in Part A. The Specialist shall maintain the confidentiality of all Client information and shall process any personal data provided by the Client only in accordance with the Client's lawful instructions and applicable data protection laws.