

## Services Agreement

This services agreement (the “**Agreement**”) is effective as of date of first execution of an Order Form (the “**Effective Date**”) by and between Remotely Works, Inc., a Delaware corporation (“**Service Provider**” or “**Remotely Works**”) and the client stated in the Order Form (“**Client**”). Any capitalized terms not explicitly defined in this Agreement have the meaning(s) set forth in the Order Form.

In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. SERVICES

**1.1** Subject to the terms and conditions of this Agreement, Service Provider is committed to delivering comprehensive talent solutions to the Client. Remotely Works specializes in sourcing, vetting, hiring, and retaining engineering, development, design, and analyst personnel (collectively referred to as the “**Contracted Team**,” and each individual a “**Contractor**”) to perform services for the Client as outlined in mutually agreed order forms (“**Order Form(s)**”). For purposes of this Agreement, Remotely Works services to the Client as detailed in an Order Form will be referred to as the “**Team Extension Services**,” and Contracted Team services to the Client will be referred to as the “**Contracted Services**.” Team Extension Services and Contracted Services will be together referred to as the “**Services**.”

**1.2** The Contracted Team will be located outside of the US, and the Client is aware that there will likely be a time-zone difference. By means of the Contracted Team (which will contract directly with the Service Provider or its affiliate(s)), the Service Provider will provide Contracted Services to Client pursuant to Client’s instructions. Client, and not Service Provider, will be solely responsible for the direct control and day-to-day management of the Contracted Team, in compliance with all applicable laws, and the outcome of Contracted Services or Work Product (as defined below) performed or produced by the Contracted Team.

**1.3** In the provision of the Team Extension Services, the Service Provider will manage the sourcing, pre-vetting, hiring, and/or payment of the Contracted Team on behalf of the Client. The Service Provider commits to allocating reasonable resources, including proprietary technology and a team of qualified Remotely Works personnel as outlined in the Order Form, to perform the Team Extension Services.

### 2. SELECTION AND HIRING OF CONTRACTED TEAM

After Service Provider selects candidates for the Contracted Team, Client may conduct its own interview of a candidate. Service Provider will exercise reasonable efforts to ensure that the Contracted Team consists of candidates approved by Client, such approval not to be unreasonably withheld, and provided that such approval (or lack thereof) does not result in a violation of any applicable employment, human rights, or discrimination laws, rules, or regulations. Notwithstanding anything herein to the contrary, Service Provider makes no guarantees that any Contractor will maintain their service relationship for any minimum period, and Client acknowledges that Contractors may terminate their contracts at any time without liability to Service Provider. Client shall have the right to terminate any Contractor’s Services at any time, provided that (a) if Client makes such request more than ninety (90) days after such Contractor’s commencement of Contracted Services, Client shall pay to Service Provider the Contractor Termination Payment set forth in the Order Form, and (b) Service Provider will only assist in terminating if the decision to terminate Contracted Services will not result in a violation of any applicable employment or discrimination laws, rules, or regulations.

### 3. TERM AND TERMINATION

**3.1** The term of this Agreement will start on the Effective Date and continue until terminated as provided below (the “**Term**”). Service Provider or Client may terminate for any reason or no reason upon thirty (30) days prior written notice to the other party. Service Provider or Client may immediately terminate this Agreement in the event that the other Party becomes insolvent, makes a general assignment for the benefit of creditors, is subject to or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Code or any other federal, state, or foreign statute relating to insolvency or protection of creditors.

**3.2** During the Term, if either party materially breaches this Agreement (including failure to make any payment hereunder), the other party may terminate this Agreement by giving five (5) days prior written notice of such breach, provided that any alleged breach is not cured within the notice period.

**3.3** Client acknowledges that termination of this Agreement constitutes a termination of the Contracted Team. Prior to the effective date of termination, Client shall pay to Service Provider all applicable Fees, including without limitation Contractor Termination Payments and Non-Solicitation Exemption Fees.

### 4. FEES, BILLING PROCEDURES, & COMPENSATION

**4.1 Service Fees.** The Client agrees to remit payment to the Service Provider for the Services as set forth in this Section 4 (the “**Fees**”). The Fees are subject to the terms outlined in the Order Form and may be adjusted with the prior written consent of both parties. The Fees consist of the following, as more fully described in the Order Form: the Contractor Services Rate, the Contractor Management Fee, the Open Position Fee, and when applicable, the Security Deposit, the Contractor Termination Payment, payments for Unused PTO, the Non-Solicitation Exemption Fee, and the Optional Health Insurance Benefit. Service Provider may, no more than once per calendar year, increase the Contractor Management Fee and Open Position Fee by a percentage no greater than the US Consumer Price Index plus 5%. Client shall not discuss with any Contractor or attempt to pay directly to any Contractor any Fees.

**4.2. Invoicing Schedule.** Unless stated otherwise in the applicable invoice or in the Order Form, and with the exception of the Initial Invoice (defined below), all Fees are due within twenty (20) days of the date of the Service Provider’s invoice to the Client (the “**Invoice**”). Late payment of any Invoice will be subject to an interest charge of one-and-a-half percent (1.5%) per month or the highest charge allowed by law, whichever is lower.

### 5. EXPENSES AND EQUIPMENT

**5.1 Expenses.** Client shall reimburse Service Provider for Equipment (as defined below) and all reasonable travel and incidental expenses that are actually incurred in connection with the Team Extension Services, including any expense previously approved by Client in writing or through the platform, whether incurred directly or indirectly by Service Provider (“**Expenses**”).

**5.2 Equipment.** Service Provider shall assist Client in delivering the equipment, including but not limited to laptops, monitors, keyboards, mice, and high-speed internet connectivity (collectively, “**Equipment**”), necessary for Contractors to perform the Contracted Services. Client shall retain ownership of all Equipment procured by Service Provider on their behalf.

### 6. CONFIDENTIAL AND PROPRIETARY INFORMATION

**6.1 Confidentiality.** Each party shall exercise reasonable care to keep confidential and not disclose to any other party or use, except to exercise its rights or to perform its obligations as required by this

Agreement, the content of this Agreement as well as any non-public information obtained from the other party that by its nature would be understood by a reasonable person to be proprietary or confidential (“**Confidential Information**”); provided, however, that neither party shall be prohibited from disclosing or using information, (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the party having a confidentiality obligation under this section, (ii) that is or has been disclosed to such party by a third party who is not under (and to whom such party does not owe) an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by such party, (iv) that is known by the receiving party prior to disclosure; or (v) to the minimum extent use or disclosure is required by court order, labor authorities resolution or as otherwise required by law, on condition that notice of such requirement by law for such disclosure is given to the other party prior to making any such use or disclosure.

**6.2 Service Provider Tools; Personal Data.** The parties mutually acknowledge that Service Provider Tools (as defined below) are highly confidential and proprietary to Service Provider. The Client expressly agrees that any use, copying, or reproduction of Service Provider Tools, or any other proprietary information, whether in whole or in part, for the purpose of creating a similar product or service, or for any competitive purposes, is strictly prohibited under the terms of this Agreement. Client agrees further not to disclose or make Service Provider Tools accessible to any third party without the prior written consent of Service Provider. For clarity, Work Product (as defined below) shall not include any Service Provider Tools. This obligation of confidentiality and non-use shall survive the termination or expiration of this Agreement. For purposes of this Section, “**Service Provider Tools**” means any tools, software, material, or documentation (including any corresponding source code and files) authored and/or developed by Service Provider that pre-exist this Agreement, as well as any improvements or updates made thereto in the course of Team Extension Services. To the extent Service Provider Tools or Team Extension Services provide access to any data pertaining to an identifiable individual (“**Personal Data**”), each party shall comply with all applicable laws pertaining to the use, storage, and sharing of such data. For avoidance of doubt Personal Data used or processed by the Contracted Team in the course of Contracted Services are not, and should not be made, accessible by Service Provider

## **7. INTELLECTUAL PROPERTY**

**7.1 Ownership; Assignment of Work Product.** Anything created by the Contracted Team specifically for the Client in the Contracted Team’s performance of the Contracted Services shall be deemed “**Work Product.**” Service Provider hereby assigns to Client all right, title, and interest to Work Product, including to patents, copyrights, mask work rights, trade secret rights, and any other intellectual property and rights anywhere in the world that it may have or acquire in any results or proceeds of the Contracted Services. At Client’s request, Service Provider will cause the Contractors to execute customary intellectual property assignment agreements directly with the Client. Notwithstanding the foregoing, nothing in this Agreement prevents Service Provider from engaging any other company as a client or from developing or having developed any work product similar to the Work Product for other clients as it provides to Client hereunder. To the extent, if any, that this Section 7 does not provide Client with full ownership, right, title, and interest in and to the Work Product, Service Provider hereby grants Client a perpetual, irrevocable, fully paid, royalty-free, worldwide license to reproduce, create derivative works from, distribute, publicly display, publicly perform, use, make, have made, offer for sale, sell or otherwise dispose of, and import the Work Product, with the right to sublicense each and every such right. Service Provider shall, at Client’s cost, help Client obtain and enforce patents, copyrights, rights in mask works, trade secret rights, and other legal protections for the Work Product in any and all jurisdictions throughout the world. Service Provider shall execute any documents Client reasonably requests for use in obtaining or enforcing such rights and protections.

**7.2 License to Client Materials.** Client hereby grants Service Provider, for the benefit of the Contracted Team, a worldwide, non-exclusive, royalty-free, fully paid-up, non-transferable and non-sublicensable license to use Client Materials (as defined below) to provide the Contracted Services to Client. Client shall retain ownership of all technology, tools, data and applications and other materials (tangible or intangible) or information that it supplies or makes available to Service Provider or the Contracted Team in connection with the Contracted Services (“**Client Materials**”).

**7.3 General Skills and Knowledge.** Notwithstanding anything to the contrary in this Agreement, the Service Provider shall not be prohibited or enjoined at any time by Client from utilizing any “skills or knowledge of a general nature” acquired during the course of performing the Team Extension Services specified under this Agreement. For purposes of this Agreement, “skills or knowledge of a general nature” shall include, without limitation, anything that might reasonably be learned or acquired in connection with similar work performed for another client.

**7.4 Logo/Name Usage.** Service Provider may use Client’s name and/or logo for the purpose of attracting prospective Contractors to provide Contracted Services to the Client.

## **8. GENERAL**

**8.1 Representations and Warranties.** Each party represents and warrants that (i) it has full corporate power, authority, and rights necessary to perform its obligations under this Agreement; (ii) this Agreement is legally binding upon it and enforceable in accordance with its terms; and (iii) the execution, delivery and performance of this Agreement does not and will not conflict with any agreement, instrument, judgment or understanding, oral or written, to which it is a party or by which it may be bound. Client further represents and warrants that (iv) it owns the Client Materials or otherwise has the right or authority to grant Service Provider and the Contracted Team the rights to use them as set forth in this Agreement, (v) use of the Client Materials in accordance with this Agreement will not violate (A) any applicable law, rule, or regulation or (B) the privacy rights, publicity rights, copyright rights, contract rights, intellectual property rights, or any other rights of any person or entity.

**8.2 Indemnity.** Client will defend and indemnify Service Provider, its affiliates, directors, officers, agents and employees against any claims, liabilities, damages, losses, costs, fees (including reasonable attorneys’ fees), and expenses in connection with or arising from (i) Client’s alleged negligent or unlawful actions and inactions with respect to the Contracted Team, (ii) any breach of Client’s representations and warranties hereunder; and (iii) any products, services, or offerings of Client. Service Provider will defend, indemnify, and hold harmless Client, its affiliates, and the respective directors, officers, agents and employees of each of the foregoing against any and all claims, liabilities, damages, losses, costs, fees (including reasonable attorneys’ fees), and expenses incurred as a result of a third party claim in connection with or arising from (i) claims relating to the employment status of the Contracted Team, including without limitation that Client directly employed the Contracted Team, or any action or inaction of Service Provider in connection therewith; (ii) any breach of Service Provider’s representations and warranties hereunder; or (iii) Service Provider’s negligence or willful misconduct. Without modifying the foregoing scope of indemnity, Client acknowledges that Service Provider carries Cyber Data and Errors & Omissions insurance policies in the amount of \$1,000,000 in the aggregate.

**8.3 Relationship of Parties.** For all purposes under this Agreement each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract. Service Provider will be solely responsible for its income taxes in connection with this Agreement and Client will be responsible for sales, use and similar taxes, if any.

**8.4 Non-Solicitation of Personnel.** During the Term of this Agreement, and for a period of two (2) years thereafter, Client will not directly or indirectly solicit (either itself or through a subsidiary, affiliate, successor, contractor, agent, or assignee) any personnel of Service Provider, provided,

however, that Client may solicit the Contractors contingent upon payment to Service Provider of the applicable Non-Solicitation Exemption Fee specified in the Order Form. For the avoidance of doubt, the payment to Service Provider of any applicable Non-Solicitation Exemption Fee shall only be due and payable upon Client's hiring of such Contractor.

**8.5 Assignment.** Neither party shall have the right to assign this Agreement to another party except that Service Provider may assign this Agreement or any of its rights and obligations hereunder, or outsource the Services, in full or in part, to any of its affiliates or a successor to substantially all its relevant assets or business.

**8.6 Governing Law.** This Agreement and any dispute arising hereunder shall be governed by the laws of the State of New York, without regard to its conflict of laws principles, and the parties hereby submit to exclusive jurisdiction and venue in the federal and state courts located in New York County, New York. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

**8.7 Limitation of Liability; Excusable Delay.** EXCEPT IN THE CASE OF SERVICE PROVIDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR WHERE GREATER PROCEEDS ARE AVAILABLE TO CLIENT UNDER SERVICE PROVIDER'S INSURANCE (AS DESCRIBED IN SECTION 8.2 ABOVE), IN NO EVENT SHALL SERVICE PROVIDER OR ANY CONTRACTORS BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) FOR ANY (A) LOSS OR INACCURACY OF DATA OR COST OF PROCURING SUBSTITUTE SERVICES, (B) LOSSES ARISING FROM CLIENT MATERIALS, (C) INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR (D) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE AMOUNTS ACTUALLY PAID TO IT HEREUNDER DURING THE PRECEDING TWELVE MONTHS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DELAY OR FAILURE TO PERFORM, WHICH IS DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SAID PARTY; PROVIDED, HOWEVER, THAT FAILURE TO MAKE ANY PAYMENTS PROVIDED FOR HEREIN SHALL NOT BE EXCUSED FOR ANY SUCH CAUSE.

**8.8 Cooperation.** Client acknowledges that the performance of the Services is dependent upon the timely provision of Client Materials and other cooperation and assistance by Client, as may otherwise be requested by Service Provider or the Contracted Team from time to time. Client further acknowledges that any delay or failure by it to provide the foregoing may impact the ability of Service Provider or Contracted Team to perform the Services, and that Service Provider shall have no liability to Client or otherwise as a result of any such delay or failure.

**8.9 Entire Agreement; Amendment; Modification or Waiver; Notices.** This Agreement (and any attachments hereto, which are incorporated herein) set forth the entire understanding of the parties as to the subject matter therein and may not be modified except in a writing executed by both parties. No waivers shall be effective unless agreed to in a writing executed by both parties, and no waiver of any breach shall be deemed a waiver of any subsequent breach. Any notices in connection with this Agreement will be in writing and sent by first class US mail, confirmed facsimile or email, or major commercial rapid delivery courier service to the address specified below for notice or such other address as may be properly specified by written notice hereunder. In the event of any conflict between the terms in the body of this Agreement and any terms included in any attachment hereto (including, without limitation, the Order Form), the following order of precedence shall apply to the extent of the conflict, unless the parties expressly agree otherwise in a mutually executed writing: (1) the terms in the body of this Agreement; (2) any Order Form or exhibit thereto.

**8.10 Warranty/Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS AGREEMENT OR THE ORDER FORM(S), IF ANY, THE SERVICES ARE PROVIDED “AS-IS” AND SERVICE PROVIDER DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO ANY SERVICES PROVIDED HEREUNDER OR THE SUBJECT MATTER OF THIS AGREEMENT OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND DO NOT GUARANTEE ANY RESULTS, OUTCOMES, OR CONCLUSIONS OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR MEET CLIENT’S REQUIREMENTS, AND THE STATED EXPRESS WARRANTIES, IF ANY, ARE IN LIEU OF ALL OTHER OBLIGATIONS OR PERFORMANCE LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE RENDERING OF THE SERVICES HEREUNDER.

**8.11 Severability.** If any provision of this Agreement is held invalid or unenforceable under any applicable law, such invalidity or unenforceability will not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, and this Agreement will be construed as if said invalid or unenforceable provision had not been contained herein.

**8.12 Counterparts.** This Agreement may be executed in counterparts, which, when joined, shall constitute one document. Any photocopy or facsimile of this Agreement or of any counterpart shall be deemed to be the equivalent of an original.

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