

## **CONTRACTOR ACCESS AND NON-CIRCUMVENTION AGREEMENT**

**THIS CONTRACTOR ACCESS AND NON-CIRCUMVENTION AGREEMENT** (the "Agreement") is made and entered into, effective as of the latest date set forth on the signature page (the "Effective Date"), by and between **EmbodyGames PTY LTD**, a Queensland corporation with a principal place of business located at 38 Barford Street, Moorooka QLD 4105, Australia, A.C.N. 675 528 837 (hereinafter referred to as the "Company" or "EmbodyGames"), and **Soul Software Inc.**, a California corporation with its principal place of business at 4524 Sherman Oaks Ave, Sherman Oaks, CA 91403 (hereinafter referred to as the "Client" or "Soul Software").

WHEREAS, the Company is engaged in the business of developing and deploying digital assets, including provision of skilled contractors to support client projects;

WHEREAS, the Client desires to engage specific contractors through the Company for work under the Master Agreement signed by and between EmbodyGames PTY LTD and Soul Software Inc. on March 16, 2025, identified as Involvement Agreement 561163562362470411;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the Master Agreement, the parties agree as follows:

### **1. Assigned Contractors**

1.1 The Company shall make the following individuals available to the Client as independent contractors under EmbodyGames' engagement:

- (a) Model/Texture Artist;
- (b) Animator.

1.2 These individuals shall at all times remain subcontractors through EmbodyGames, and not direct contractors of Soul Software.

### **2. Term & Scope**

2.1 The engagement shall be structured in renewable two-month terms, followed by a review period.

2.2 A maximum of 20 hours per week is guaranteed per contractor.

2.3 No continuity of work beyond the agreed period is implied or guaranteed.

### **3. Rates & Inclusions**

3.1 The hourly rates for the contractors shall be as follows:

- (a) Model/Texture Artist: \$30/hour;
- (b) Animator: \$20/hour.

3.2 QA services are not included in these rates.

(a) QA may be provided by EmbodyGames at \$50/hour, subject to availability.

#### **4. Training and Project Restrictions**

4.1 For the first three months, the Model/Texture Artist will only be assigned to pre-approved project types.

#### **5. Non-Circumvention & Non-Solicitation**

5.1 The Client agrees not to engage, solicit, hire, or contract directly or indirectly with any contractor assigned by EmbodyGames for a period of 12 months following the end of their assignment.

5.2 This restriction includes engagement through affiliated entities.

5.3 Breach of this clause will incur a liquidated damages fee of:

(a) \$10,000 USD; or

(b) the value of the engagement, whichever is greater.

#### **6. Relationship and Liability**

6.1 Contractors remain independent of Soul Software.

6.2 All oversight, payments, and responsibility for contractor performance shall be managed by EmbodyGames.

6.3 Soul Software will not be held liable for employment, insurance, or compliance matters relating to contractors.

#### **7. Reference to Master Agreement**

7.1 This Agreement is a supplement to the Involvement Agreement dated March 16, 2025, Involvement Agreement 561163562362470411, referred to herein as the "Master Agreement."

7.2 In the event of a conflict between this Agreement and the Master Agreement, the Master Agreement shall prevail.

7.3 The confidentiality, limitation of liability, indemnification, and survival provisions of the Master Agreement apply fully to this Agreement.

#### **8. General Provisions**

8.1 This Agreement shall be governed by and construed in accordance with the governing law specified in the Master Agreement.

8.2 Disputes arising under this Agreement shall be resolved in accordance with the dispute resolution provisions of the Master Agreement.

8.3 All provisions reasonably necessary to carry out the intent of this Agreement shall survive its termination.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latest date set forth on the signature page hereto, which shall be deemed the Effective Date.

EMBODYGAMES PTY LTD

By: \_\_\_\_\_

Name:

Title:

Phone:

Email:

Date:

By: \_\_\_\_\_

Name:

Title:

Phone:

Email:

Date: