



This Consulting Agreement ("**Agreement**") is entered into as of June 12, 2025 (the "**Effective Date**"), between Scale AI, Inc., a Delaware corporation having its principal place of business at 650 Townsend Street, San Francisco, CA 94103, and its affiliates, including Smart Ecosystem, Inc. (collectively "**Scale**"), and Daniel Becks ("**Consultant**").

Scale and Consultant desire to have Consultant perform services for Scale, subject to and in accordance with the terms and conditions of this Agreement. This Agreement incorporates the EU Data Processing Addendum in Exhibit B and the Arbitration Agreement in Exhibit C.

THEREFORE, the parties agree as follows:

## 1. SERVICES

- 1.1. Statements of Work. From time to time, Scale and Consultant may execute one or more statements of work, substantially in the form attached hereto as Exhibit A, that describe the specific services to be performed by Consultant (as executed, a "**Statement of Work**"). Each Statement of Work will expressly refer to this Agreement, will form a part of this Agreement, and will be subject to the terms and conditions contained herein. A Statement of Work may be amended only by written agreement of the parties.
- 1.2. Outlier Platform. In order to perform the Services, as defined below, and be paid the fees, as set forth in Section 2, Consultant will have an account on [outlier.ai](https://outlier.ai) (the "**Outlier Platform**") and hereby agrees to the Outlier Platform Terms of Use at <https://outlier.ai/legal/terms-of-use> ("**Outlier ToU**").
- 1.3. Performance of Services. Consultant will perform the services described in each Statement of Work (the "**Services**") in accordance with the terms and conditions set forth in each such Statement of Work, this Agreement, and the Outlier ToU. Consultant is responsible for maintaining all necessary registrations, permits, and certifications necessary to perform the Services and receive compensation pursuant to Section 2 and the applicable Statement of Work.
- 1.4. Delivery. Consultant will deliver to Scale the deliverables, designs, modules, software, products, documentation and other materials specified in the Statement of Work (individually or collectively, "**Deliverables**"), if any, in accordance with the delivery schedule and other terms and conditions set forth in the Statement of Work.
- 1.5. Security. Consultant will comply with all written and oral information security requirements, policies, training, and instructions provided to Consultant in order to protect the security, privacy, confidentiality, and integrity of Scale's Confidential Information. Consultant will use best efforts to perform Services in such a way that protects Confidential Information from known or reasonably anticipated threats or hazards to security and integrity, accidental loss, alteration, disclosure, and any processing not authorized by Scale. Consultant agrees to comply with all applicable laws and regulatory requirements in performing Services under this Agreement.

## 2. FEES AND EXPENSES; TERMS

As Consultant's sole compensation for the performance of Services, Scale will pay Consultant the fees specified in each Statement of Work in accordance with the terms set forth therein. Without limiting the generality of the foregoing, Consultant acknowledges and agrees that, if specified in the Statement of Work, Scale's payment obligation will be expressly subject to Consultant's completion or achievement of certain milestones to Scale's reasonable satisfaction.

## 3. RELATIONSHIP OF THE PARTIES

- 3.1. Independent Contractor. Consultant is an independent contractor and nothing in this Agreement will be construed as establishing an employment or agency relationship between Scale and Consultant. Consultant has no authority to bind Scale by contract or otherwise. Consultant will perform Services under the general direction of Scale, but Consultant will determine, in Consultant's sole discretion, the manner and means by which Services are accomplished, subject to the requirement that Consultant will at all times comply with applicable law.

- 3.2. Taxes and Employee Benefits. Consultant (and its employees and agents) will not be entitled through this Agreement to any benefits paid or made available by Scale to its employees, including, without limitation, any vacation or illness payments, or to participate in any plans, arrangements or distributions made by Scale pertaining to any bonus, stock option, profit sharing, insurance or similar benefits. Consultant will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority with respect to Consultant's performance of the Services and receipt of fees under this Agreement. Consultant will indemnify and hold Scale harmless from and against all damages, liabilities, losses, penalties, fines, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or relating to any obligation imposed by law on Scale to pay any withholding taxes, social security, unemployment or disability insurance or similar items in connection with compensation received by Consultant pursuant to this Agreement.
- 3.3. Liability Insurance. Consultant acknowledges that Scale will not carry any liability insurance on behalf of Consultant. Consultant will maintain in force adequate liability insurance to protect Consultant (and its employees and agents) from claims of personal injury (or death) or tangible or intangible property damage (including loss of use) that arise out of any act or omission of Consultant.

#### 4. OWNERSHIP

- 4.1. Disclosure of Work Product. Consultant will, as an integral part of its performance of Services, disclose in writing to Scale all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, specifications, hardware, circuits, computer programs, databases, user interfaces, encoding techniques, and other materials of any kind that Consultant may make, conceive, develop or reduce to practice, alone or jointly with others, in connection with performing Services, or that result from or that are related to such Services, whether or not they are eligible for patent, copyright, mask work, trade secret, trademark or other legal protection (collectively, "**Consultant Work Product**"). Consultant Work Product includes without limitation any Deliverables that Consultant delivers to Scale pursuant to Section 1.4.
- 4.2. Ownership of Consultant Work Product. Consultant and Scale agree that, to the fullest extent permitted by applicable law, each item of Consultant Work Product will be a work made for hire owned exclusively by Scale. Consultant agrees that, regardless of whether an item of Consultant Work Product is a work made for hire, all Consultant Work Product will be the sole and exclusive property of Scale. Consultant hereby irrevocably transfers and assigns to Scale, and agrees to irrevocably transfer and assign to Scale, all right, title and interest in and to the Consultant Work Product, including all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively, "**Intellectual Property Rights**") therein. At Scale's request and expense, during and after the term of this Agreement, Consultant will assist and cooperate with Scale in all respects, and will execute documents, and will take such further acts reasonably requested by Scale to enable Scale to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections for the Consultant Work Product. Consultant hereby appoints the officers of Scale as Consultant's attorney-in-fact to execute documents on behalf of Consultant for this limited purpose.
- 4.3. Moral Rights. To the fullest extent permitted by applicable law, Consultant also hereby irrevocably transfers and assigns to Scale, and agrees to irrevocably transfer and assign to Scale, and waives and agrees never to assert, any and all Moral Rights (as defined below) that Consultant may have in or with respect to any Consultant Work Product, during and after the term of this Agreement. "**Moral Rights**" mean any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right as called or generally referred to as a "moral right."
- 4.4. Related Rights. To the extent that Consultant owns or controls (presently or in the future) any patent rights, copyright rights, mask work rights, trade secret rights, or any other intellectual property or proprietary rights that may block or interfere with, or may otherwise be required for, the exercise by Scale of the rights assigned to Scale under this Agreement (collectively, "**Related**

**Rights**”), Consultant hereby grants or will cause to be granted to Scale a non-exclusive, royalty-free, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable Scale to exercise all of the rights assigned to Scale under this Agreement.

## 5. CONFIDENTIAL INFORMATION

For purposes of this Agreement, “**Confidential Information**” means and will include: (i) any information, materials or knowledge regarding Scale and its business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that is disclosed to Consultant or to which Consultant has access in connection with performing Services; (ii) any information, materials or knowledge regarding the customers of the Scale including, but not limited to, information regarding the customer’s clients, end users or personnel; (iii) the Consultant Work Product; and (iv) the terms and conditions of this Agreement. Confidential Information will not include any information that: (a) is or becomes part of the public domain through no fault of Consultant; (b) was rightfully in Consultant’s possession at the time of disclosure, without restriction as to use or disclosure; or (c) Consultant rightfully receives from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure. Consultant agrees to hold all Confidential Information in strict confidence, not to use it in any way, commercially or otherwise, except in performing Services, and not to disclose it to others. Consultant further agrees to take all actions reasonably necessary to protect the confidentiality of all Confidential Information including, without limitation, implementing and enforcing procedures to minimize the possibility of unauthorized use or disclosure of Confidential Information.

## 6. WARRANTIES

- 6.1. No Pre-existing Obligations. Consultant represents and warrants that Consultant (a) has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with or that would hinder Consultant’s performance of its obligations under this Agreement (b) is not a signatory to or member of any guild, union, or other collective bargaining organization or agreement.
- 6.2. Performance Standard. Consultant represents and warrants that the Services will be performed in a thorough and professional manner, consistent with high professional and industry standards by individuals with the requisite training, background, experience, technical knowledge and skills to perform the Services.
- 6.3. Non-infringement. Consultant represents and warrants that the Consultant Work Product will not infringe, misappropriate or violate the rights of any third party, including, without limitation, any Intellectual Property Rights or any rights of privacy or rights of publicity, except to the extent any portion of the Consultant Work Product is created, developed or supplied by Scale or by a third party on behalf of Scale.
- 6.4. Non-Solicitation of Personnel. During the term of this Agreement and for a period of one (1) year thereafter, Consultant will not directly or indirectly solicit the services of any Scale employee or consultant for Consultant’s own benefit or for the benefit of any other person or entity.
- 6.5. Agreements with Consultant Personnel. Consultant represents and warrants that all Consultant personnel who perform Services are and will be bound by written agreements with Consultant under which: (i) Consultant owns or is assigned exclusive ownership of all Consultant Work Product; (ii) Consultant has the right to grant to Scale all rights set forth in Section 4, and (iii) Consultant personnel agree to limitations on the use and disclosure of Confidential Information no less restrictive than those provided in Section 5.

## 7. INDEMNITY

Consultant will defend, indemnify and hold Scale harmless from and against all claims, damages, liabilities, losses, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or resulting from:

(a) any action by a third party against Scale that is based on a claim that any Services performed under this Agreement, or the results of such Services (including any Consultant Work Product), or Scale's use thereof, infringe, misappropriate or violate such third party's Intellectual Property Rights; and

(b) any action by a third party against Scale that is based on any act or omission of Consultant and that results in: (i) personal injury (or death) or tangible or intangible property damage (including loss of use); or (ii) the violation of any statute, ordinance, or regulation.

## **8. TERM AND TERMINATION**

- 8.1. Term.** This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will remain in force and effect for as long as Consultant is performing Services pursuant to a Statement of Work.
- 8.2. Termination for Breach.** Either party may terminate this Agreement (including all Statements of Work) if the other party breaches any material term of this Agreement and fails to cure such breach within ten (10) days following written notice thereof from the non-breaching party.
- 8.3. Termination for Convenience.** Either party may terminate this Agreement (including all Statements of Work) at any time, for any reason or no reason, upon at least three (3) days written notice to the other party. Either party may also terminate an individual Statement of Work at any time, for any reason or no reason, upon at least three (3) days written notice to the other party.
- 8.4. Effect of Termination.** Upon the expiration or termination of this Agreement for any reason: (i) Consultant will promptly deliver to Scale all Consultant Work Product, including all work in progress on any Consultant Work Product not previously delivered to Scale, if any; (ii) Consultant will promptly deliver to Scale all Confidential Information in Consultant's possession or control and, to the extent applicable, delete all Scale Confidential Information, including any copies thereof, from all systems and equipment under Consultant's control; and (iii) Scale will pay Consultant any accrued but unpaid fees due and payable to Consultant pursuant to Section 2.
- 8.5. Survival.** The rights and obligations of the parties under Sections 2, 3.2, 3.3, 4, 5, 6.4, 6.5, 7, 8.4, 8.5, 9, and 10 will survive the expiration or termination of this Agreement.

## **9. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SCALE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF SCALE HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, SCALE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY SCALE TO CONSULTANT IN THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

## **10. GENERAL**

- 10.1. Assignment.** Consultant may not assign or transfer this Agreement, in whole or in part, without Scale's express prior written consent. Any attempt to assign this Agreement, without such consent, will be void. Scale may assign this Agreement or any rights or obligations under this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Subject to the foregoing, this Agreement will bind and benefit the parties and their respective successors and assigns.
- 10.2. No Election of Remedies.** Except as expressly set forth in this Agreement, the exercise by Scale of any of its remedies under this Agreement will not be deemed an election of remedies and will be without prejudice to its other remedies under this Agreement or available at law or in equity or otherwise.
- 10.3. Equitable Remedies.** Because the Services are personal and unique and because Consultant will have access to Confidential Information of Scale, Scale will have the right to enforce this Agreement and any of its provisions by injunction, specific performance, or other equitable relief, without having to post a bond or other consideration, in addition to all other remedies that Scale may have for a breach of this Agreement at law or otherwise.
- 10.4. Governing Law and Disputes.** Any legal action or proceeding arising under this Agreement will be brought under the terms of the Arbitration Agreement attached as Exhibit C.

- 10.5. Severability.** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.
- 10.6. Waiver.** The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.
- 10.7. Notices.** All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (i) when delivered personally; (ii) one (1) business day after deposit with a nationally-recognized express courier, with written confirmation of receipt; or (iii) three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices will be sent to the addresses set forth above or to such other address as may be specified by either party to the other party in accordance with this Section.
- 10.8. Entire Agreement.** This Agreement, together with all Statements of Work and the Outlier ToU, constitutes the complete and exclusive understanding and agreement of the parties with respect to its subject matter and supersedes all prior understandings and agreements, whether written or oral, with respect to its subject matter. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: this Agreement, each Statement of Work (unless a Statement of Work's terms expressly refer to and state the parties' intent to supersede specific Agreement or conflicting Statement of Work terms), and the Outlier ToU. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.
- 10.9. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**SCALE:**

**CONSULTANT:**

*Ashli Shifftan*

**Name:** Ashli Shifftan

**Title:** SVP, Head of People

Signed by:  
**By** *Daniel Becks*  
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**Name:** Daniel Becks

**Address:**

Bronx,

NY

**Signature Date:**

6/10/2025

*[Signature Page the Consulting Agreement]*

## EXHIBIT A

### Statement of Work

This Statement of Work is issued under and subject to all of the terms and conditions of the Consulting Agreement dated as of June 12, 2025, between Scale AI, Inc. ("**Scale**") and Daniel Becks ("**Consultant**"). The Consulting Agreement and this Statement of Work supersede any previous agreements between Scale and Consultant.

#### 1. Description of Services

Consultant will provide consulting services on discrete projects and tasks for the Human Frontier Collective - Coding team as mutually agreed, including the Services and Deliverables stated below. Consultant will report progress on the Services and Deliverables to Zach Kirshner.

- Hands-On Swift Development: Actively code and build Swift-based applications, utilizing large language models (LLMs) throughout the development process to enhance productivity and effectiveness.
- Interactive AI Integration: Collaborate with research teams to practically integrate and test LLM-generated code within real-world Swift applications, assessing usability, efficiency, and accuracy.
- Evaluate Model Effectiveness: Systematically uncover insights into model performance by analyzing their ability to aid in Swift development, providing detailed feedback to improve AI capabilities.
- Specialized Swift AI Projects: Engage in targeted projects exploring key Swift programming areas such as UI design, application architecture, data management, and coding best practices, to optimize AI assistance.
- Thought Leadership in AI-Assisted Coding: Contribute to technical reports, participate in webinars and panels, and lead discussions on the transformative impact of AI in software development.

#### 2. Payment Terms

Hourly Rate: \$40.00 per hour

Start Date: June 12, 2025

End Date: December 12, 2025, but in no event longer than six (6) months from the Start Date. The parties may agree to extend the End Date by written agreement executed by both parties.

#### 3. Other Payment Terms

Consultant will track time spent delivering services through Hubstaff and will be paid out weekly via preferred option between PayPal and AirTM through the Outlier Platform.

Agreed as of June 12, 2025

SCALE:

CONSULTANT:



Name: Ashli Shifton

Title: SVP, Head of People

Signed by:  
By   
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## EXHIBIT B

### Data Processing Addendum

This Data Processing Addendum ("**DPA**") is entered into between Scale and Consultant for the processing of Personal Data by Consultant in connection with the Agreement.

#### Recitals

1. In providing the Services pursuant to the Agreement, Consultant may process data, including Personal Data controlled by Scale and/or its customers, contacts or partners.
2. As part of its privacy policy and its contractual arrangements, Scale has provided certain assurances to its customers, contacts, partners and/or end-users to ensure the appropriate protection of Personal Data when Scale engages third parties such as Consultant.
3. Accordingly, Scale's engagement of Consultant to provide the Services is conditioned upon Consultant's agreement to this DPA.

#### Agreement

##### 1. Definitions

"**Affiliate**" means any entity under the control of a party where "control" means ownership of or the right to control greater than 50% of the voting securities of such entity.

"**Applicable Privacy Law(s)**" means all worldwide data protection and privacy laws and regulations applicable to the Personal Data in question, including, where applicable, EU Data Protection Law.

"**EU Data Protection Law**" means (i) Regulation 2016/679 of the European Parliament and of the Council 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 Regulation) ("**GDPR**"), together with any national laws implementing the same; and (ii) European Directive 2002/58/EC (the "e-Privacy Directive") together with any national laws implementing the same. The terms "**Controller**", "**Processor**", "**processing**", "**Personal Data**", "**Data Subject**", "**Supervisory Authority**", and "**Special Categories of Data**" have the meanings given to them in the GDPR.

"**EEA**" means, for the purposes of this DPA, the member states of the European Union and European Economic Area, the United Kingdom and Switzerland.

"**Effective Date**" means the date on which the Agreement is executed by both parties.

"**Model Clauses**" means the standard contractual clauses for Processors as approved by the European Commission and available at <http://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087> (as amended or updated from time to time).

"**Security Incident**" means any unauthorized or unlawful breach of security leading to, or reasonably believed to have led to, the accidental or unlawful destruction, loss, or alteration of, or unauthorized disclosure or access to, data, including Personal Data.

"**Term**" means (a) the term of the Agreement and (b) any period after the termination or expiry of the Agreement during which Consultant processes Personal Data, until Consultant has deleted, destroyed or returned such Personal Data in accordance with the terms of this DPA.

##### 2. Role and Scope of Processing

- 2.1. Consultant will process Personal Data under the Agreement only as a Processor acting on behalf of Scale (itself a Processor acting on behalf of third party Controllers). Consultant agrees to comply with the requirements of this DPA, at no additional cost to Scale, at all times during the Term of the Agreement and process Personal Data about members of the public that may be captured by Scale's



customers through cameras, videos and sensors, such as facial imagery, vehicle information, and location information. The processing will be carried out by Consultant for the duration of the Term and will involve the viewing of video recordings to support the Services in controlled online session supported by Scale software and systems.

- 2.2. Each Party will comply with its obligations under Applicable Privacy Law(s) in respect of any Personal Data it Processes under this DPA.
- 2.3. Consultant will at all times: (i) process the Personal Data only as necessary for the purpose of providing the Services to Scale under the Agreement and in accordance with Scale's documented instructions; (ii) not process the Personal Data for its own purposes or those of any third party.
- 2.4. Consultant will promptly notify Scale in writing if Consultant becomes aware or believes that any data processing instruction from Scale violates Applicable Privacy Law(s) or Consultant is unable to comply with Scale' data processing instructions for any reason; or Consultant is unable to comply with the terms of the Agreement or this DPA.

### 3. Subprocessing

- 3.1. Consultant will not subcontract any processing of the Personal Data to a Subcontractor without the prior written consent of Scale.

### 4. Cooperation

- 4.1. Consultant will, taking into account the nature of the processing, reasonably cooperate with Scale to enable Scale (or its third party Controller) to respond to any requests, complaints or other communications from Data Subjects and governmental, regulatory or judicial bodies relating to the processing of Personal Data under the Agreement, including requests from Data Subjects seeking to exercise their rights under Applicable Privacy Laws. In the event that any such request, complaint or communication is made directly to Consultant, Consultant will promptly pass this onto Scale and will not respond to such communication without Scale's express authorization.
- 4.2. Consultant will provide all reasonable assistance required by Scale (or its third party Controller) to conduct a data protection impact assessment and, where legally required, consult with applicable data protection authorities in respect of any proposed processing activity that present a high risk to Data Subjects.

### 5. Data Access & Security Measures

- 5.1. Only Consultant is authorized to process any Personal Data as part of the Services. At all times, Consultant will ensure that Consultant complies with the Scale Security Measures.
- 5.2. Consultant will implement and maintain all appropriate technical and organizational security measures to protect from Security Incidents and to preserve the security, integrity and confidentiality of Personal Data, in accordance with the Scale's Acceptable Use Policy ("**Scale Security Measures**").

### 6. Security Incidents

- 6.1. In the event of a Security Incident, Consultant will immediately inform Scale and provide written details of the Security Incident, as directed by Scale. Furthermore, in the event of a Security Incident, and without prejudice to any other right or remedy available to Scale, Consultant will:
  - (a) provide timely information and cooperation as Scale may require to fulfill Scale' data breach reporting obligations under Applicable Privacy Laws; and
  - (b) promptly take all such measures and actions as directed by Scale to remedy or mitigate the effects of the Security Incident and will keep Scale up-to-date about all developments in connection with the Security Incident.

### 7. Security Reports & Inspections

- 7.1. Consultant will maintain records sufficient to demonstrate Consultant's compliance with the obligations set out in this DPA, and retain such records for a period of one (1) year after the termination of the Agreement. Scale has the right to review, audit and copy such records at Consultant's home and/or offices during regular business hours.
- 7.2. Scale (or its appointed representatives) may carry out an inspection of Consultant's operations and facilities during normal business hours and subject to reasonable prior notice where Scale considers it necessary or appropriate (for example, without limitation, where Scale has reasonable concerns about Consultant's data protection compliance, following a Security Incident (for which no prior notice will be required) or following instruction from a data protection authority or the relevant third party Controller).

## **8. International Transfers**

- 8.1.** Consultant is a recipient of Personal Data under this DPA that originates in the EEA. Consultant's receipt of that Personal Data is conditional on Consultant complying with the Model Clauses, which are incorporated herein in full by reference and form an integral part of this DPA. Purely for the purposes of the descriptions in the Model Clauses and only as between Consultant and Scale, Consultant agree that Consultant is a "data importer" and Scale is the "data exporter" under the Model Clauses (notwithstanding that Scale is located outside the EEA and may itself be a Processor acting on behalf of third party Controllers). Further, the information contained in Section 2 of the DPA and the Scale Security Measures will take the place of Appendixes 1 and 2 of the Model Clauses respectively.
- 8.2.** The parties agree that in the event that a supervisory authority and/or Applicable Privacy Law no longer allows the lawful transfer of Personal Data to Consultant and/or requires that Scale adopt an alternative transfer solution that complies with Applicable Privacy Law, Consultant will fully co-operate with Scale to discuss and agree an amendment to this DPA to remedy such non-compliance and/or cease processing of Personal Data.
- 8.3.** It is not the intention of either party, nor the effect of this DPA, to contradict or restrict any of the provisions set forth in the Model Clauses. Accordingly, if and to the extent the Model Clauses conflict with any provision of this DPA, the Model Clauses will prevail. In no event does this DPA restrict or limit the rights of any Data Subject or of any competent Supervisory Authority.

## **9. Deletion & Return**

- 9.1.** Upon Scale's request, or upon termination or expiration of this DPA for whatever reason, Consultant will promptly destroy or return to Scale all Personal Data (including copies) in its possession or control. This requirement will not apply to the extent that Consultant is required by any applicable law to retain some or all of the Personal Data, in which event Consultant will isolate and protect the Personal Data from any further processing except to the extent required by such law.

## **10. General**

- 10.1.** This DPA will take effect on the Effective Date and unless terminated earlier in accordance with this Clause 10.1, will continue for the Term. The parties acknowledge and agree that any breach by Consultant of this DPA will constitute a material breach of this DPA and the Agreement, in which event and without prejudice to any other right or remedy available to it, Scale may elect to immediately terminate the Agreement (in whole or in part) in accordance with the termination provisions in the Agreement. If there is any conflict between any provision in this DPA and any provision in the Agreement, this DPA controls and takes precedence, except as expressly set forth herein. The terms and conditions in this DPA constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, with respect to its subject matter. The parties agree that notwithstanding any termination of the Agreement and/or this DPA, the terms of this DPA will continue in force until Consultant has deleted, destroyed or returned the Personal Data processed under this DPA in accordance with the terms of this DPA. This DPA may not be modified except by a subsequent written instrument issued by Scale. If any part of this DPA is held unenforceable, the validity of all remaining parts will not be affected.
- 10.2.** Unless otherwise required by Applicable Laws, this DPA and any dispute or claim (including non-contractual disputes or claims) arising under or in connection with it or its subject matter or formation will be governed by and construed in accordance with the laws of England and Wales and each party agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this DPA or its subject matter or formation.
- 10.3.** The Parties hereby acknowledge and agree that any remedies arising from any Security Incident or any breach by Consultant of the terms of this DPA or Applicable Privacy Law are not and will not be subject to any exclusion or limitation of liability provision that applies to Consultant under the Agreement.

SCALE:

CONSULTANT:

Ashli Shifton

Name: Ashli Shifton

Title: SVP, Head of People

Signed by:  
By Daniel Beeks  
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## EXHIBIT C

### Arbitration Agreement

#### a. U.S. Residents/U.S. Establishment or U.S. Claims.

i. **MUTUAL ARBITRATION AGREEMENT—PLEASE READ.** It's in both of our interests to resolve disputes in the quickest and most cost-effective way. If Consultant's country of residence or establishment is the United States, we mutually agree, subject to the exceptions in Section (a)(iii) below, that any dispute arising out of or relating in any way to this Agreement or Scale, will be resolved by binding arbitration, rather than in court. Binding arbitration is a procedure where a dispute is submitted to an arbitrator who makes a binding decision on the dispute. In choosing binding arbitration, Consultant and Scale are opting for a private dispute resolution procedure where Consultant agree to accept the arbitrator's decision as final instead of going to court. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Agreement as a court would.

This arbitration agreement applies to:

- any dispute, past, present or future, regardless of whether the dispute, claim, or controversy occurred or accrued before or after the date Consultant agreed to this Agreement.
- any dispute regarding this Agreement, the Scale Systems, or Scale Materials, Consultant's relationship with Scale, or any relationship with any of Scale' agents, employees, executives, officers, investors, shareholders, affiliates, successors, assigns, subsidiaries, or parent companies (each of which may enforce this Arbitration Agreement as third-party beneficiaries), and termination of that relationship.

The Federal Arbitration Act and federal arbitration law will govern this arbitration provision. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of this Agreement.

ii. **Informal Dispute Resolution.** Good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. We therefore agree that, before the arbitration demand is submitted, Consultant or Scale will first attempt to informally resolve the dispute in good faith for a period of 60 days. During this time, any applicable statute of limitations will be tolled. In connection with these informal negotiations, we agree to participate in an informal dispute resolution conference. All informal dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same informal dispute resolution conference. If either party is represented by counsel, that counsel may participate in the informal dispute resolution conference, but the party also must appear at and participate in the conference. Engaging in an informal dispute resolution conference must occur before commencing individual arbitration, and the arbitration provider shall dismiss any arbitration commenced by a party that has not fulfilled this informal dispute resolution conference requirement.

#### iii. Limitations on How this Arbitration Agreement Applies.

- a) Notwithstanding any other provision of this Arbitration Agreement: (1) Consultant may assert claims in small claims court on an individual basis if Consultant's claims qualify; (2) either of us can apply to a court of competent jurisdiction for emergency, temporary, or preliminary injunctive relief (i) based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, or cyber-attack); or (ii) on the ground that without such relief the arbitration provided in this Arbitration Agreement may be rendered ineffectual; and (3) either party may bring suit in court to enjoin actual or threatened infringement or other misuse of Intellectual Property Rights.
- b) **Impact on Pending Litigation.** This Arbitration Agreement does not change Consultant's standing with respect to any litigation against us brought by Consultant or on Consultant's behalf that is pending in a state or federal court or arbitration as of the date of Consultant's receipt of this Arbitration Agreement ("pending litigation"). Therefore:
  - If at the time of Consultant's receipt of this Agreement, Consultant was a current or former contributor authorized to use our platform and were not bound by an existing arbitration agreement with us, Consultant remains eligible to participate in any pending litigation to which Consultant was a party or putative class, collective or representative action member regardless of whether Consultant opts out of this Arbitration Agreement.

- If, at the time of Consultant's receipt of this Agreement, Consultant were bound by an existing arbitration agreement with us, that arbitration agreement will continue to apply to any accrued claims and pending litigation, even if Consultant opt out of this Arbitration Agreement; however, if Consultant opt out, the Arbitration Agreement will not apply to covered claims that accrue or litigation that is filed after the date Consultant opt out.
- If, at the time of Consultant's receipt of this Agreement, Consultant were not previously a contributor authorized to use our platform, then this Arbitration Agreement will apply to covered claims and any pending litigation unless Consultant opt out of this Arbitration Agreement as provided below.

iv. **Delegation Provision.** Only an arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising out of or relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including without limitation any claim that all or part of this Arbitration Agreement is void or voidable. An arbitrator shall also have exclusive authority to resolve all threshold arbitrability issues. However, only a court of competent jurisdiction, and not an arbitrator, shall have exclusive authority to resolve any and all disputes arising out of or relating to the Class Action Waiver, Representative Action Waiver, or California Private Attorneys General Act Individual Action Requirement—including, but not limited to, any claim that all or part of the Class Action Waiver, Representative Action Waiver, or PAGA Individual Action Requirement is unenforceable, unconscionable, illegal, void, or voidable, or that a breach of any of these provisions has occurred.

c. **Class and Collective Action Waivers.** Any and all disputes between the parties will be resolved only in individual arbitration. Except as provided in Section (a)(vii), the arbitrator may award relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim. The parties agree to bring any claims individually and not on a class or collective action basis. Neither an arbitrator nor an arbitration provider shall have authority to hear, arbitrate, or administer any class, collective, coordinated, or consolidated action, or to award relief to anyone but the individual in arbitration. Accordingly:

i. There will be no right or authority for any dispute to be brought, heard, or arbitrated as a class action and the arbitrator will have no authority to hear or preside over any such claim ("Class Action Waiver").

ii. There will be no right or authority for any dispute to be brought, heard, or arbitrated as a collective action and the arbitrator will have no authority to hear or preside over any such claim ("Collective Action Waiver").

iii. If a court decides that applicable law precludes enforcement of the Class Action Waiver or Collective Action Waiver as to a particular portion of any claim for relief or remedy (such as declaratory or injunctive relief), then (1) that portion of the claim or remedy must be severed from the arbitration and must be brought in a court of competent jurisdiction, and will be stayed in court pending completion of any individual arbitration; (2) the remaining portions of any claims and remedies (such as individual liability, damages, or restitution) will be resolved through binding arbitration; and (3) the severance of any claims or unenforceable portion(s) of the Class Action Waiver or Collective Action Waiver shall have no impact whatsoever on the enforceability, applicability, or validity of the Arbitration Agreement or the arbitrability of any remaining claims asserted by Consultant or Scale, and any portion that is enforceable shall be enforced in arbitration.

iv. Notwithstanding any other provision of this Arbitration Agreement or the applicable arbitration provider's rules, the Class Action Waiver and Collective Action Waiver do not prevent Consultant or us from participating in a classwide, collective, coordinated, or consolidated settlement of claims, and do not and shall not be construed to preclude the mass arbitration dispute process set forth above.

d. **California Private Attorneys General Act ("PAGA") Individual Action Requirement.** The parties agree to arbitrate PAGA claims on an individual basis only. Therefore, any claim under PAGA to recover unpaid wages or other individual relief must be arbitrated under this arbitration agreement. The arbitrator is without authority to preside over any PAGA claim by one person on behalf of any other person or joined by or consolidated with another person's PAGA claim. This PAGA Individual Action Requirement clause will be severable from this arbitration agreement if there is a final judicial determination that it is invalid, unenforceable, unconscionable, void or voidable. In such case, the PAGA action must be litigated in a civil court of competent jurisdiction—not in arbitration—but the portion of the PAGA Individual Action Requirement that is enforceable will be enforced in arbitration.

v. **Process.** The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Arbitration Rules and Mass Arbitration Rules. The AAA’s rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879.

To initiate arbitration following the conclusion of the informal dispute resolution process required by Section (a)(ii), the party bringing the claim must file the written demand for arbitration with the applicable arbitration provider and serve a copy of the demand for arbitration on the opposing party or parties as specified in the arbitration provider’s rules. By filing the arbitration demand with the applicable arbitration provider, the party bringing the claim in arbitration certifies that the demand complies with Rule 11 of the Federal Rules of Civil Procedure and any applicable state law equivalent. All claims in arbitration are subject to the same statutes of limitation that would apply in court.

To the extent the parties have related arbitrable and non-arbitrable disputes, the arbitrable disputes shall proceed first in arbitration and the non-arbitrable disputes shall be stayed, and any applicable statutes of limitations tolled, pending completion of the arbitration.

If, for any reason, AAA will not administer the arbitration and the parties cannot mutually agree on a neutral arbitration provider, either party may invoke 9 U.S.C. § 5 to request that a court of competent jurisdiction appoint an arbitration provider with operations in California. Any arbitration provider appointed by a court under 9 U.S.C. § 5 shall conduct arbitration in accordance with this Arbitration Agreement and solely on an individualized basis. Once an arbitration provider is appointed under 9 U.S.C. § 5, or the parties mutually agree upon a neutral arbitration provider, the ensuing arbitration shall commence pursuant to the rules of the designated arbitration provider.

vi. **The Arbitration Hearing and Award.** Within 30 days of the close of the arbitration hearing, any party will have the right to prepare, serve on the other party and file with the arbitrator a brief. The arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies shall be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the arbitrator. The arbitrator shall apply applicable controlling law and will issue a decision or award in writing, stating the essential findings of fact and conclusions of law.

Under no circumstances is the arbitrator bound by decisions reached in separate arbitrations. The arbitrator’s decision, including any decision by a Special Master (as applicable), shall be binding only upon the parties to the arbitration that are the subject of the decision.

The arbitrator shall award reasonable costs incurred in the arbitration to the prevailing party in accordance with the law(s) that applies to the case. The arbitrator shall be authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or any applicable state law equivalent. A court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration. The arbitrator’s findings of fact and conclusions of law shall not be binding or have any preclusive effect on any other arbitration, except as specified in and limited by Section(a)(vii).

vii. **Mass Arbitration Dispute Process.** If 20 or more arbitration demands of a substantially similar nature are initiated against Consultant or Scale within a 180-day period by the same law firm or collection of law firms that represents the other party (“mass arbitration demands”), the following procedure shall apply. At the request of either party, an arbitrator shall be selected pursuant to the applicable arbitrator provider’s rules to act as a special master (“Special Master”) to resolve threshold disputes regarding the propriety of some or all the mass arbitration demands, including but not limited to any dispute falling within the arbitration provider’s rules providing for the resolution of threshold disputes in a mass arbitration. These threshold disputes may include, but are not limited to:

- a) any dispute regarding filing fees owed with respect to the mass arbitration demands, including whether claimants have submitted valid fee waivers;
- b) any dispute regarding whether the applicable arbitration provider has complied with the Arbitration Agreement with respect to processing and administering the mass arbitration demands;
- c) any dispute regarding whether the mass arbitration demands meet the requirements set forth above;
- d) any dispute regarding whether the demands have complied with all conditions precedent to commencing arbitration, including compliance with the informal dispute resolution process described in Section (a)(ii) above;
- e) any dispute regarding whether claimants are barred from proceeding with their claims based on a prior settlement agreement or expiration of the statute of limitations;
- f) any dispute relating to representation of the same claimant by multiple law firms;
- g) any dispute regarding whether the mass arbitration demands were filed with the correct arbitration provider;

- h) any dispute regarding whether claimants have ever been contributors authorized to use the Scale platform;
- i) any dispute regarding whether the mass arbitration demands violate Rule 11 of the Federal Rules of Civil Procedure and/or any applicable state law equivalent;
- j) any dispute or issue regarding the equitable and efficient initial case management of the mass arbitration demands, including, but not limited to, the timing and/or sequence of payment of any remaining filing or administrative fees or costs related to the mass arbitration demands; and
- k) any other dispute falling within the arbitration provider's rules providing for the resolution of threshold disputes in a mass arbitration.

Except as provided below, during the fifteen (15) day period following the filing and service of any arbitration demand that qualifies as part of the same group of mass arbitration demands, the arbitration provider shall refrain from further processing of any demands that are part of the same group of mass arbitration demands, and no further payment (i.e., other than amounts required to be paid by the party initiating arbitration at the time the arbitration demand is filed) for filing fees, administrative fees or costs, or arbitrator fees shall be deemed due with respect to those demands. A party's decision not to invoke this procedure in response to a particular arbitration demand shall not constitute a waiver of any defense to any arbitration demand. Likewise, a party's decision not to invoke this procedure in response to a particular demand will not preclude the same party from later invoking this procedure in response to any other arbitration demand, including one that qualifies as part of the same group of mass arbitration demands as an earlier-filed demand.

The written request to appoint a Special Master must specify the arbitration demands and threshold disputes that will be submitted to the Special Master.

Upon the request of either party to appoint a Special Master, the applicable arbitration provider shall refrain from further processing any of the mass arbitration demands as to which a dispute has been raised. Except for the filing fees, administrative fees or costs, or arbitrator fees that have already been assessed by the arbitration provider at the time the request to appoint a Special Master is made, no payment for filing fees, administrative fees or costs, or arbitrator fees shall be deemed due with respect to any of the mass arbitration demands as to which a dispute has been raised until after the dispute(s) has/have been resolved by the Special Master. Notwithstanding the foregoing, Scale shall be responsible for and agrees to pay the applicable arbitration provider's and Special Master's fees and costs related to the proceedings before the Special Master.

A Special Master appointed pursuant to this procedure may award any party any appropriate remedy to which that party is entitled under applicable law with respect to the issues presented to and decided by the Special Master, but shall have no authority to consolidate cases or decide issues outside of those specified above. After proceedings before the Special Master have concluded, to the extent any of the mass arbitration demands are permitted to proceed, all such demands shall proceed on an individual basis only, and the arbitration provider must administer them individually in accordance with the provider's rules (including any rules relating to mass arbitrations) and this Arbitration Agreement. However, the parties agree that, to make arbitration more cost-effective and efficient, the applicable arbitration provider may assign up to 50 claims within a mass arbitration to the same arbitrator. Multiple claims assigned to the same arbitrator shall each be resolved on an individual basis by the arbitrator, and the arbitrator's decision in each proceeding shall be binding only upon the parties to each individual arbitration.

**b. Jury Trial Waiver.** The parties waive the right to a trial by jury as to all arbitrable disputes.

**e. Arbitration Fees and Costs.**

i. Except in the case of offers of judgment (such as under Federal Rule of Civil Procedure 68 or any applicable state law equivalents, which apply to arbitrations under this Arbitration Agreement as set forth in Section (e)(iv) below), each party will pay the fees for its, his, or her own attorneys and any costs that are common to both court and arbitration proceedings (such as court reporter costs and transcript fees), subject to any remedies to which that party may later be entitled under applicable law.

ii. Each party shall follow the applicable arbitration provider's rules applicable to initial arbitration filing fees, except that Consultant's portion of any initial arbitration filing fee shall not exceed the amount Consultant would be required to pay to initiate a lawsuit in federal court in the jurisdiction where the arbitration will be conducted. To the extent a fee waiver is sought, it must include all information and be submitted in the appropriate form required by applicable law. Except as specified in the mass arbitration dispute procedure set forth in Section (a)(vii), after (and only after) Consultant have paid



Consultant's portion of any initial arbitration filing fee, we will make up the difference, if any, between the fee Consultant have paid and the amount required by the applicable arbitration provider's rules.

iii. In all cases where required by applicable law not preempted by the FAA, we will pay the arbitrator's fees, as well as all fees and costs uniquely associated with arbitration (such as room rental). Otherwise, such fee(s) will be apportioned between the parties in accordance with said applicable law and this Arbitration Agreement, and any disputes in that regard will be resolved by the arbitrator (which includes the Special Master, as applicable). Consultant agree to not oppose any negotiations between the applicable arbitration provider and Scale relating only to our fees.

iv. At least 10 days before the date set for the arbitration hearing, any party may serve an offer in writing upon the other party to allow judgment on specified terms. If the offer is accepted, the offer with proof of acceptance shall be submitted to the arbitrator, who shall enter judgment accordingly. If the offer is not accepted prior to the arbitration hearing or within 30 days after it is made, whichever occurs first, it shall be deemed withdrawn, and cannot be given in evidence upon the arbitration. If an offer made by the respondent is not accepted the claimant, and the claimant fails to obtain a more favorable award, the claimant shall not recover its post-offer costs and shall pay the respondent's costs from the time of the offer.

f. **Rest of the World.** To the extent permitted by applicable law, any judicial proceedings relating to Scale Systems or Scale Materials (other than small claims actions) that are excluded from arbitration under Sections 10(a) through 10(e) will be governed by the laws of the State of California without regard to its conflict of law provisions and subject to the exclusive venue and jurisdiction of the state or federal courts located in San Francisco County, California. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of this Agreement.

g. **Consultant's Right to Opt Out of This Arbitration Agreement.** Agreeing to this Arbitration Agreement is not a mandatory condition of Consultant's contractual relationship with Scale. If Consultant do not want to be subject to this Arbitration Agreement, Consultant may opt out. To do so, within 30 days of the date that Consultant electronically accept the Terms of Use, Consultant must personally send an email from the email address associated with Consultant's Scale account to legal@Scale.com, stating Consultant's intent to opt out of this Arbitration Agreement and Consultant's full name and the city in which Consultant reside.

An email sent by Consultant's agent or representative (including Consultant's counsel) shall not be effective. Consultant's email may opt out Consultantrself only, and any email that purports to opt out anyone other than Consultant shall be void as to any others. Consultant will not be subject to retaliation if Consultant exercise Consultant's right to opt out of this Arbitration Agreement.

Neither Consultant's acceptance of this Agreement nor Consultant's decision to opt out of this Arbitration Agreement will affect any obligation Consultant have to arbitrate disputes not specified in this Arbitration Agreement pursuant to any other agreement Consultant have with Scale or any of its subsidiaries or affiliate entities. Opting out of this Arbitration Agreement does not revoke or alter Consultant's prior consent to any earlier agreements to arbitrate disputes between Consultant and Scale, which will remain in effect and enforceable as to any dispute between Consultant and Scale. Likewise, Consultant's acceptance of or decision to opt out of any other arbitration agreement Consultant have with Scale or any of its subsidiaries or affiliate entities shall not affect any obligation Consultant have to arbitrate claims pursuant to this Arbitration Agreement.

h. **Changes.** Notwithstanding the provision on Modifications to these Terms, if Scale changes this Section after the date Consultant last accepted this Agreement (or accepted any subsequent changes to this Agreement), Consultant may reject any such change to this Section by sending Scale written notice by email to legal@Scale.com within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Scale' email to Consultant notifying Consultant of such change. Rejecting a new change, however, does not revoke or alter Consultant's prior consent to any earlier agreements to arbitrate any dispute between Consultant and Scale (or Consultant's prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any dispute between Consultant and Scale.

i. **Severability.** Except as provided in Section 10(c) (Class and Collective Action Waivers), and 10(d) (PAGA Individual Action Requirement), in the event that any portion of this Section is deemed illegal or unenforceable, such provision will be severed and the remainder of this Section will be given full force and effect.



j. **Survival.** This Section will survive any expiration or termination of this Agreement or Consultant's relationship with Scale, and will continue to apply even if Consultant stop using Scale Systems or deactivate Consultant's account.

Agreed as of June 12, 2025

**SCALE:**

**CONSULTANT:**

*Ashli Shifton*

**Name:** Ashli Shifton

**Title:** SVP, Head of People

Signed by:  
**By** *Daniel Beck*  
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