

This Fee and ACH Authorization Agreement (this “Agreement”) is between you and Infinovae Inc. as described below in Section 1 (Parties). This Agreement provides information on the fees Infinovae Inc. ("Infinovae") and Stripe Inc. (“Stripe”) charge for use of the Site’s communication, invoicing, dispute resolution and payment services, including Payment Protection, and includes eligible Users’ authorization for debits and credits from and to their designated bank accounts via the automated clearing house network (“ACH”). This Agreement is part of the Terms of Service. Capitalized terms not defined in this Agreement are defined in the User Agreement, Site Terms of Use, or elsewhere in the Terms of Service.

By clicking to accept the Terms of Service on the Site or by continuing to use the Site or the Site Services on or after the effective date noted above, you accept and agree to this Agreement. To the extent permitted by applicable law and except as otherwise provided in the Terms of Service, we may modify this Agreement without prior notice to you, and any revisions to this Agreement will take effect when posted on the Site unless otherwise stated. However, we will provide advance notice of any increase in prices or fees affecting current Users. Please check the Site often for updates.

1. Parties

You are entering into this Agreement with Upwork (also referred to as “we” and “us”).

If you reside in the United States, you are entering into this Agreement with Infinovae.

2. Fees Charged to Influencers

Pursuant to the User Agreement, we charge Influencers a Service Fee for each payment their Brand makes to the Influencer on a Service Contract. Depending on certain features of the Service Contract, the Service Fees will be charged either as "tiered" or "straight" pricing, as discussed in further detail in this Section 2. Where applicable, Infinovae or Stripe may also collect taxes (such as value added tax (VAT) in Europe) on Service Fees.

Pursuant to the Influencer Membership Agreement, we charge Influencers a Membership Fee. These Membership Fees automatically renew until they are cancelled as described on the Site.

Additionally, the use of various Payment Methods offered through the Site and the Site Services may incur added fees or charges. All Payment Methods will be posted on the Site along with any associated fees or charges, which we may update from time to time at our sole discretion. You hereby authorize us to charge to you and to collect from you (consistent with this Agreement, the User Agreement, or elsewhere in the Terms of Service) any fees, charges, or taxes described in this Section 2.

a) Tiered Pricing

We will charge you a Service Fee based on the total Influencer Fees collected by you from your Brand (less any refunds or reversals) for the duration of your relationship with your Brand (the “Engagement Relationship”).

| TOTAL INFLUENCER FEES COLLECTED FROM BRAND (per Engagement Relationship) | SERVICE FEE RATES |
|---|-------------------|
| First month after signing up | 4% |
| After the first month | 15% |

Below are some examples of Tiered Pricing.

Example . Fixed-Price Contract; Repeat Service Contracts

If a Influencer and a Brand who have never entered into a Service Contract together before agree to a \$100 Fixed-Price Contract, the Service Fee will be calculated as follows:

| | INFLUENCER FEES | SERVICE FEE RATES | SERVICE FEES |
|------------------------------|-----------------|-------------------|--------------|
| First month after signing up | \$100 | 4% | \$4 |
| After the first month | \$100 | 15% | \$15 |

b) Other Fees

Influencers may also choose a membership with an associated membership fee (the “Influencer Membership Fee”) and choose to purchase “Connects”, in each case as described in the Influencer Membership Agreement and on the Site.

3. Payment Processing Fees Charged to Brand

Regardless of the type of Payment Method used and Membership Plan selected, we charge Brands a Payment Processing Fee (defined below) as described in this Section 3.

Upwork charges Brands on the Upwork Basic plan a payment processing and administration fee of 3% on each payment made by the Brand through Upwork (the “Payment Processing Fee”).

For Brands on an Upwork Plus plan, their monthly membership fee includes the payment processing and administration fee for each payment made when the following criteria are all met:

- a) the Brand has been a user of Upwork for at least 90 days;
- b) the Brand has made payments of (i) at least \$1,000.00 within the last year, and (ii) at least \$25.00 more than 90 days ago;
- c) the Brand has not had any late or defaulted payments in the prior 12 months;
- d) the Brand has an Account in good standing, without violations of the Terms of Service; and
- e) the Brand uses a U.S. bank account as a Payment Method for the payment.

If payments made by a Brand are released to the Brand Escrow Account for any reason or refunded by a Influencer, the Payment Processing Fee will not be refunded.

Upwork Business and Enterprise Brands are charged the rate(s) provided in the applicable Business or Enterprise Brand contract and are not charged a separate Payment Processing Fee, unless otherwise provided in the applicable Enterprise Brand contract.

4. Authorization for Automatic Payment of Recurring Brand Fees

You must pay the Brand Membership Plan fees, if any, through your Brand Escrow Account. Each Brand Membership Plan fee, if any, and each Flat Payment Processing Fee, if applicable, covers a monthly billing period beginning on the date that you first make payment and ending one month later. For example, if you select the Upwork Plus plan and are charged on the 15th of the month, the billing period will end on the 14th of the next month. You irrevocably authorize and instruct us to automatically charge the fees for the Brand Membership Plan, if any, to your Brand Escrow Account at the beginning of each billing period. This authorization will remain in full force and effect until you change your settings in your Profile to change your Brand Membership Plan, otherwise notify us that you wish to revoke your authorization by contacting Customer Support, or cancel your Account.

You can switch between Brand Membership Plans at any time, but you will not receive a refund or a credit for any of the Brand Membership Plan fee for a given month if you downgrade your membership, including by switching to a free Brand Membership Plan, before the end of a billing period. However, if you switch to a free Brand Membership Plan, you will still have your paid Brand Membership Plan until the end of the billing period.

5. Authorization for ACH Debits and Credits and other Transactions

If and to the extent permitted by Upwork in its sole discretion, Users may pay Influencer Fees, Membership Fees, fees for Brand Membership Plans, Payment Processing Fees, and other fees owed under the Terms of Service from their designated bank accounts. Subject to Upwork's eligibility requirements, if you elect to pay Influencer Fees or any other amounts owed under the Terms of Service via ACH transfers from your designated bank account, you hereby authorize us to electronically debit and, if necessary, electronically credit your designated bank account via ACH for such amounts pursuant to the Terms of Service, and you agree to comply with the ACH rules issued by the National Automated Clearing House ("NACHA") and all applicable laws, including, but not limited to, the federal Bank Secrecy Act, the U.S.A. Patriot Act, and economic sanctions overseen by the Office of Foreign Assets Control (OFAC). Your authorization for ACH transfers contained in this Section 5 will remain in full force and effect until you notify us that you wish to revoke your authorization by removing your bank account information from your Profile or by contacting Customer Support. You understand that we require at least one (1) business day's prior notice in order to cancel your authorization for ACH transfers contained in this Section 5.

You must notify us of any change in your designated bank account's information at least five (5) business days before any such change by updating your bank account information in your Profile or by contacting Customer Support. If we do not receive notice at least five (5) days before any such change, we may attempt, in our sole discretion, to implement such change prior to any ACH debit or credit transfer performed pursuant to your authorization provided in this Section 6. However, we assume no responsibility for our failure to do so.

You may view a history of your Account transactions by logging in to the Site. You are solely responsible for promptly reconciling your Account transaction history with the transaction records for your bank account. You must notify us of any errors or discrepancies in your Account transaction history (each, an "Error") within 30 days of when the Error could be viewed in your Account transaction history on the Site. If you do not notify us of an Error within 30 days of when the Error could be viewed in your Account transaction history on the Site, you will forfeit the right to contest the Error, except to the extent such forfeiture is prohibited by applicable law or the NACHA rules.

Subject to the foregoing notice requirement: (a) if and to the extent an Error is caused by us, we will correct the Error and (b) if an Error is caused by you, we may, but are under no obligation to, attempt to correct the Error and will offset any costs we incur from any funds returned to your bank account or your Brand Escrow Account, as applicable.