



Upwork Global Inc.  
655 Montgomery St., STE 490, DPT  
17022  
San Francisco, CA 94111  
United States

ORDER FORM for Kontoor Brands Inc  
Date: 6/22/2021 9:27 AM  
Offer valid through: 7/22/2021  
Quote Number: Q-33432-1  
Prepared by: Angela Turk  
Proposed for: Pamela Johnson

## ENTERPRISE ORDER FORM

### Subscriber Information

Bill To Name: Kontoor Brands Inc  
Bill To Street: 400 N Elm St  
Bill To City: Greensboro  
Bill To State: NC  
Bill To Postal Code: 27401  
Bill To Country: United States

Ship To Name: Kontoor Brands Inc  
Ship To Street: 400 N Elm St  
Ship To City: Greensboro  
Ship To State: NC  
Ship To Postal Code: 27401  
Ship To Country: Netherlands

Billing Company Name: Kontoor Brands Inc  
Billing Contact Name: Pamela Johnson  
Billing Contact Email: pamela.johnson@kontoorbrands.com  
Billing Contact Phone: 336-332-5141

Escalation Contact (Sr. Dir or VP): Chris Reid  
Escalation Contact Title: VPGM Global Digital  
Escalation Contact Email: christopher.reid@kontoorbrands.com

### Subscription Details

Contract Start Date\*: 8/3/2021  
Contract End Date: 8/2/2022  
Initial Term Length: 12

\* The start date of the services on this Order Form will be the latter of the Contract Start Date or the date that the Order Form is fully executed.

Payment Terms: Net 30

Payment Method:

Billing Frequency: Monthly

Billing Method:

Invoice Email:

Portal Name:

Portal Instructions:

### Products & Services

Product	Qty	Fee (%)	Price
Enterprise Standard Subscription Fee	1		\$18,000.00
Service Fee	1	15.0	\$0.00
Upwork Payroll Fee	1	20.0	\$0.00
BYO Service Fee	1	7.5	\$0.00
Talent Sourcing Services	1		\$0.00
Enterprise Product Access	1		\$0.00
Enterprise Billing (Net Terms)	1		\$0.00
Program Management Services	1		\$0.00
TOTAL:			\$18,000.00

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## Pricing Notes

For each project, either the standard Service Fee or the BYO Service Fee applies. The standard Service Fee applies for Freelancers sourced through the Upwork platform. The BYO Service Fee applies if Subscriber engages a BYO Freelancer (as defined in the Agreement). The standard Service Fee and BYO Service Fee are applied to Freelancer Payments and Costs, and the Upwork Payroll Fee (if applicable). The Upwork Payroll Fee applies in cases where Subscriber utilizes Upwork Payroll Services (as defined in the Agreement). The Upwork Payroll Fee, as stated in this Order Form, applies to Freelancers located in the United States only. The Upwork Payroll Fee for Freelancers hired outside the United States through Upwork payroll varies by country and will be provided on a case by case basis.

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## Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?  
(Customer to complete)

PO Number:

PO Amount:

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## Signature

Each party represents and warrants that its signatory below has full legal authority to bind such party to the terms of this Agreement, as defined below. By signing below, Subscriber authorizes that it has read and agrees to the terms of this Agreement. The parties may execute this Order Form in counterparts, which taken together will constitute one instrument. Each party may sign this Order Form using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.

SUBSCRIBER

UPWORK GLOBAL INC.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SPECIAL TERMS AND NOTES

Upwork may display Subscriber's name and logo on Subscriber's custom-branded Enterprise portal, which is for use by Subscriber's employees.

Subscriber also consents to the identification of Subscriber as a customer of Upwork on Upwork's websites and in other marketing materials distributed by Upwork (which may include emails and other web and print materials) (collectively, "**Upwork Marketing Materials**"). In connection with such activity, Upwork may also display Subscriber's trademarks, service marks, and/or logos in Upwork Marketing Materials. The Parties agree that such consent shall terminate upon termination of Subscriber's subscription to all services provided by Upwork.

Subscriber also agrees to be referenced in Upwork's announcement of its financial results, Upwork's filings with the U.S. Securities and Exchange Commission related thereto, and Upwork investor relations materials (collectively "**Upwork Press Materials**"). In connection with such activity, Upwork may also use and display Subscriber's trademarks, service marks, and/or logos in Upwork Press Materials. The Parties agree that such consent shall terminate upon termination of Subscriber's subscription to all services provided by Upwork.

## TERMS AND CONDITIONS

This Order Form, together with the Master Subscription Agreement found at <https://www.upwork.com/legal#master-subscription-agreement-standard> and any exhibits or attachments hereto (together, the "**Agreement**") constitutes the entire agreement between Upwork and Subscriber governing the Services referenced above, to the exclusion of all other terms, and supersedes all prior agreements and understandings with respect to the subject matter herein. Any capitalized terms not otherwise defined herein shall have the meanings attributed in the Agreement. In the case of a conflict between this Order Form and the Master Subscription Agreement, the terms stated in this Order Form shall control.

The Agreement will commence on the Contract Start Date and continue until the Contract End Date noted above (the "**Initial Term**"). The Contract Start Date of the services on this Order Form will be the latter of the Contract Start Date listed on this Order Form or the date that the Order Form is fully executed. Following the Initial Term, the subscription will automatically renew for one (1) year terms unless either party provides the other party notice of non-renewal at least thirty (30) days before the end of the then-current Term (the "**Renewal Term**" and the Initial Term and all Renewal Terms, together, the "**Term**").

No provision of any order form, purchase order, click-through process, or other business form employed by Subscriber will supersede the terms and conditions of the Agreement, even if such document is signed by both parties, and any such document relating to the Agreement will be for administrative purposes only and will have no legal effect. The Agreement may not be modified or amended, nor any provision of it waived, unless in writing and signed by both parties.