

AT-WILL EMPLOYMENT, NONDISCLOSURE, AND ASSIGNMENT AGREEMENT

As a condition and in consideration of my employment with Thumbtack, Inc., a Delaware corporation (“Company”), I agree to the following provisions of this Thumbtack, Inc. At-Will Employment, Nondisclosure and Assignment Agreement (this “Agreement”).

1. At-Will Employment. I understand and acknowledge that my employment with Company is for no specified term and constitutes “at-will” employment, terminable at any time, with or without cause or notice. I further acknowledge that Company may modify my job title, duties, salary, and benefits from time to time as it deems necessary.
2. Duties. In return for the compensation now and hereafter paid to me, I will perform such duties for Company as Company may designate from time to time. During my employment with Company, I will devote my best efforts to the interests of Company, will not engage in other employment or in any conduct in direct conflict with Company’s interests that would cause a material and substantial disruption to Company and will otherwise abide by all of Company’s policies and procedures. Furthermore, I will not (a) reveal, disclose or otherwise make available to any unauthorized person any Company password or key, whether or not the password or key is assigned to me or (b) obtain, possess or use in any manner a Company password or key that is not assigned to me. I will use my best efforts to prevent the unauthorized use of any laptop or personal computer, peripheral device, software or related technical documentation that Company issues to me, and I will not input, load or otherwise attempt any unauthorized use of software in any Company computer, whether or not such computer is assigned to me.
3. “Proprietary Information” Definition. “Proprietary Information” includes (a) Company Innovations (as defined in Section 6 below), (b) any information that is confidential or proprietary, technical or non-technical information of Company, including for example and without limitation, information related to Company Innovations, concepts, techniques, processes, methods, systems, designs, computer programs, source documentation, trade secrets, formulas, development or experimental work, work in progress, forecasts, proposed and future products, marketing plans, business plans, customers and suppliers and any other nonpublic information that has commercial value, or (c) any information Company has received from others that Company is obligated to treat as confidential or proprietary, which may be made known to me by Company, a third party, or otherwise that I may learn during my employment with Company.
4. Ownership and Nondisclosure of Proprietary Information. All Proprietary Information and all worldwide patents (including, but not limited to, any and all patent applications, patents, continuations, continuation-in-parts, reissues, divisionals, substitutions, and extensions), copyrights, mask works, trade secrets and other worldwide rights in and to the Proprietary Information are the property of Company, Company’s assigns, Company’s customers, Company’s suppliers, and third-parties who provided the Proprietary Information to Company, as applicable. Except within the scope of my employment, I will not use any Proprietary Information or disclose any Proprietary Information to anyone outside Company. I will disclose Proprietary Information to those inside Company only as necessary to perform my duties as an employee of Company. If I have any questions as to whether information is Proprietary Information, or to whom, if anyone, inside Company, any Proprietary Information may be disclosed, I will ask my manager at Company.
5. “Innovations” Definition. In this Agreement, “Innovations” means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress.
6. Disclosure and Assignment of Company Innovations. Company shall own all right, title and interest (including

patent rights, copyrights, trade secret rights, mask work rights, *sui generis* database rights and all other intellectual property rights of any sort throughout the world) relating to any and all Innovations made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with Company (collectively, "Company Innovations"). I will promptly disclose and describe to Company all Company Innovations. I hereby assign and agree to assign in the future to Company or Company's designee all my right, title, and interest (including patent rights, copyrights, trade secret rights, mask work rights, *sui generis* database rights and all other intellectual property rights of any sort throughout the world) in and to any and all Company Innovations except for those Innovations that are non-assignable as a matter of state law, including, without limitation, pursuant to California Labor Code Section 2870. To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by me to Company, I hereby grant to Company an exclusive, royalty-free, transferable, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice and exploit such non-assignable rights, title and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, and have sold, such Company Innovations. To the extent any of the rights, title and interest in and to Company Innovations can neither be assigned nor licensed by me to Company, I hereby irrevocably waive and agree never to assert such non-assignable and non-licensable rights, title and interest against Company, any of Company's successors in interest, or any of Company's customers.

7. License of Prior Innovations. If I wish to clarify that something created by me prior to my employment that relates to Company's actual or proposed business is not within the scope of the foregoing assignment, I will contact the Company's legal team at legal@thumbtack.com and will allow the Company to make an independent assessment. Without limiting Section 14 or Company's other rights and remedies, if, when acting within the scope of my employment or otherwise on behalf of Company, I use or disclose my own or any third party's confidential information or Innovation (or if any Company Innovation cannot be fully made, used, reproduced, distributed and otherwise exploited without using or violating the foregoing), Company will have and I hereby grant to Company and Company's designees a royalty-free, irrevocable, perpetual, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to practice and exploit all such confidential information, Innovations, and all patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating thereto. Notwithstanding the foregoing, I will not use, disclose or incorporate, or permit to be incorporated, any of my or any third party's Innovations or confidential information in any Company Innovations without Company's prior written consent.

8. Notice of Nonassignable Innovations to Employees in California. This Agreement does not apply to an Innovation that qualifies fully as a nonassignable invention under the provisions of Section 2870 of the California Labor Code (which is attached as Exhibit A). I have reviewed the notification in Exhibit A and agree that my signature acknowledges receipt of the notification. Without disclosing any third party confidential information, I will also disclose anything I believe is excluded by California Labor Code Section 2870 so that Company can make an independent assessment.

9. Cooperation in Perfecting Rights to Company Innovations. I agree to perform, during and after my employment, all acts that Company deems necessary or desirable to permit and assist Company, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in Company Innovations. If Company is unable for any reason to secure my signature to any document required to file, prosecute, register or memorialize the assignment of any rights or application or to enforce any right under any Company Innovations as provided under this Agreement, I hereby irrevocably designate and appoint Company and Company's duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Company Innovations, all with the same legal force and effect as if executed by me. The foregoing is deemed a power

coupled with an interest and with full power of substitution, and is irrevocable.

10. Return of Materials. At any time upon Company's request, and when my employment with Company is over, I will promptly return to Company all materials (including, without limitation, documents, drawings, papers, diskettes and tapes) containing, embodying or disclosing any Proprietary Information (including all copies thereof), as well as any keys, pass cards, identification cards, computers, printers, pagers, personal digital assistants or similar items or devices that Company has provided to me. I will provide Company with a written certification of my compliance with my obligations under this Section.

11. No Violation of Rights of Third Parties. During my employment with Company, I will not (a) breach any agreement with or rights of any third party or (b) except as expressly authorized by Company in writing hereafter, disclose to Company, or use or induce Company to use, any confidential or proprietary information or material belonging to me, any previous employer or any other third party when acting within the scope of my employment or otherwise on behalf of Company. I am not currently a party, and will not become a party, to any other agreement, oral or written, that is in conflict, or will prevent me from complying, with this Agreement or my employment with Company.

12. Survival. This Agreement (a) shall survive my employment by Company; (b) does not in any way restrict my right to resign or the right of Company to terminate my employment at any time, for any reason or for no reason; (c) inures to the benefit of successors and assigns of Company; and (d) is binding upon my heirs and legal representatives. Company is entitled to communicate my obligations under this Agreement to any of my potential or future employers. I will provide a copy of this Agreement to any potential or future employers of mine, so that they are aware of my obligations hereunder.

13. No Solicitation. During my employment with Company and for one (1) year thereafter, I will not solicit, encourage, or cause others to solicit or encourage any employees of Company to terminate their employment with Company.

14. Injunctive Relief. I agree that if I breach or violate this Agreement, Company will suffer irreparable and continuing damage for which money damages are insufficient, and Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including money damages if appropriate) and without any requirement to post bond, to the extent permitted by law.

15. Defend Trade Secrets Act of 2016. I understand that this Agreement does not affect my immunity under 18 USC Sections 1833(b) (1) or (2), which read as follows:

(1) An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(2) An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

16. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to me shall be sent to any address in Company's records or such other address as I may provide in writing. Notices to Company shall be sent to Company's Human Resources Department or to such other address as Company may specify in writing.

17. Governing Law; Forum. This Agreement shall be governed by the laws of the United States of America and by the laws of the State of California. Company and I each irrevocably consent to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. Additionally, notwithstanding anything in this Agreement to the contrary, a claim for equitable relief arising out of or related to this Agreement may be brought in any court of competent jurisdiction.

18. Severability. Except as otherwise stated specifically herein, if an arbitrator or court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to provide Company the maximum protection permitted by applicable law and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.

19. Assignability. This Agreement will be binding upon my heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of Company, its successors, and its assigns. Any purported assignment or transfer by me is void. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated. Notwithstanding anything to the contrary herein, Company may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise.

20. Waiver; Modification. If Company waives any term, provision or breach by me of this Agreement, such waiver shall not be effective unless it is in writing and signed by Company. No waiver shall constitute a waiver of any other or subsequent breach by me. This Agreement may be modified only if both Company and I consent in writing.

21. Entire Agreement. This Agreement, along with my offer letter and Stock Compensation Agreement relating to Stock options and/or RSUs (if any), and including any other agreement to arbitrate claims or disputes relating to my employment that I may have signed in connection with my employment by Company, represents my entire understanding with Company with respect to the subject matter of this Agreement and supersedes all previous documents, agreements and/or understandings, written or oral.

[Signature Page Follows]

I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

“COMPANY”

Robert Lopez

By:

DocuSigned by:

Robert Lopez

71C7BAE704EE4BF...

Title:

VP, Recruiting

Dated:

3/7/2022 | 8:03 AM PST

EMPLOYEE:

Shiyu Ma

By:

DocuSigned by:

Shiyu Ma

76A4269E775A138

Dated:

3/4/2022 | 7:05 下午 PST

Exhibit A**LIMITED EXCLUSION NOTIFICATION TO EMPLOYEES IN CALIFORNIA**

THIS IS TO NOTIFY you in accordance with Section 2870-2872 of the California Labor Code that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any invention excluded by Section 2870 of the California Labor Code, which reads as follows:

Application of provision providing that employee shall assign or offer to assign rights in invention to employer.

(a) *Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:*

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for his employer.

(b) *To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.*

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding Section, the provision is against the public policy of California and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

"COMPANY"

Robert Lopez

By:

DocuSigned by:

Robert Lopez

Title:

VP, Recruiting

Dated:

3/7/2022 | 8:03 AM PST

EMPLOYEE:

Shiyu Ma

By:

DocuSigned by:

Shiyu Ma

Dated:

3/4/2022 | 7:05 下午 PST