

MERCOR

WORKER AGREEMENT

This Worker Agreement (this “Agreement”) made effective as of the date of Worker’s acknowledgment and agreement set forth below (the “Effective Date”), are entered by and between Mercor.io Corporation (the “Company” and, collectively with any and all of its current or future subsidiaries, affiliates, successors or assigns, the “Company Group”), and the undersigned individual set forth below (“Worker”).

1. **Services.** During the term of this Agreement, Worker will provide services to the Company as mutually agreed to by the parties hereto from time to time (the “Services”). Worker represents that Worker is duly licensed (as applicable) and has the qualifications, the experience and the ability to properly perform the Services. Worker shall use Worker’s best efforts to perform the Services such that the results are satisfactory to the Company. Worker agrees to complete agreed-upon projects and deliver results as specified in individual project agreements in its performance of Services. Worker shall produce supporting evidence to demonstrate quality and quantity of Services completed upon the Company’s reasonable request. For purposes of clarity, if (i) Worker performed work, activities, or services, or otherwise made efforts, on behalf of the Company Group or for its benefit, or in anticipation of Worker’s involvement with the Company Group (whether before or after the inception of the Company) that would have been within the scope of Worker’s consulting relationship if performed during the term of this Agreement or (ii) within one (1) year after Worker’s consulting relationship with the Company ends Worker becomes reengaged by any member of the Company Group, then, unless the Company and Worker otherwise agree in writing, this Agreement shall apply to all such past and future work, activities, services, and efforts. Without limiting the foregoing, the “Relationship” refers to Worker’s consulting relationship with the Company, whether commenced before, on, or after the Effective Date.

2. **Non-Circumvention.** Worker acknowledges and agrees that the Company has a proprietary interest in the relationships it has with the Company’s clients, partners, and other contacts to whom Worker may provide Services on the Company’s behalf (each, a “Client”). Worker understands that Worker may be introduced to Clients directly or indirectly through the performance of Services. Worker agrees that, during the term of this Agreement, Worker shall not work directly or indirectly, in a paid or unpaid capacity, for any Client or other individual, company, or organization to whom the Company introduces Worker during the term of this Agreement, in each case without the Company’s prior written consent. Any breach of this provision shall be considered a material breach of this Agreement by Worker.

3. **Fees.** As consideration for the Services to be provided by Worker and other obligations, the Company shall pay to Worker an agreed-upon rate pursuant to a payment schedule and other applicable payment terms that will be communicated to Worker before commencement of the Services (“Fees”). Worker acknowledges and agrees that payment terms for Fees may vary depending on the nature of the Services, and that Worker will be informed of and accept the payment terms for each engagement they undertake through Company through the Company’s platform.

4. **Expenses.** Worker shall not be authorized to incur on behalf of the Company Group any expenses and will be responsible for all expenses incurred while performing the Services unless otherwise agreed to by the Company in writing. If approved, as a condition to receipt of reimbursement, Worker shall be required to submit to the Company reasonable evidence that the amount involved was both reasonable and necessary to the Services provided under this Agreement.

5. **Term and Termination.**

(a) **Term.** Worker shall serve as an independent contractor for the Company for a period commencing on the Effective Date and, unless earlier terminated as provided for herein, terminating on the date Worker completes the Services to the Company’s satisfaction hereunder.

(b) **Termination.** This Agreement may be terminated without cause (i) by Company effective upon written (email sufficient) notice to Worker, and (ii) by Worker effective upon seven (7) days’ prior written (email sufficient) notice to Company. In the event of such a termination, Worker shall be paid for any portion of the Services that have been performed prior to the termination. Should either party default in the performance of this Agreement or materially breach any of its obligations under this Agreement between the Company and Worker, the non-breaching party may terminate this Agreement immediately if the breaching party fails to cure the breach within five (5) days after having received written notice by the non-breaching party of the breach or default.

(c) **Survival.** Sections 2, 5(c), 6, 8, 9, 10, 11, and 13 through 17 shall survive termination or expiration of this Agreement.

6. **Independent Contractor.** Worker’s relationship with the Company and with any of the Company’s Clients

will be that of an independent contractor and not that of an employee. Worker shall have sole direction, control and responsibility for determining the method, details and means of performing the Services. The Company shall not control any manner, method, details, or means by which Worker performs the Services. Worker shall not be permitted to assign, delegate, or subcontract all or any part of the Services to any other person without the prior written authorization of the Company. The Company and Worker acknowledge and agree that the Services are outside the usual course of business of the Company. Worker acknowledges and agrees that Worker has no authority to enter into contracts that bind the Company Group or create obligations on the part of the Company Group without the prior written authorization of the Company. Worker understands that while they may be introduced to Clients through the Company, Worker's relationship with these Clients is as an independent contractor. Worker agrees not to represent themselves as an employee or agent of the Company or the Clients to any third party. Worker acknowledges and agrees that Worker shall not be eligible for any employee benefits offered by the Company and, to the extent Worker otherwise would be eligible for any such employee benefits but for the express terms of this Agreement, Worker hereby expressly declines to participate in such employee benefits. Worker shall have full responsibility for applicable taxes for all compensation paid to Worker under this Agreement, including any withholding requirements that apply to any such taxes, and for compliance with all applicable labor and employment requirements with respect to Worker's self-employment, sole proprietorship or other form of business organization and any applicable immigration visa requirements. Worker agrees to indemnify, defend and hold the Company Group harmless from any liability for, or assessment of, any claims or penalties or interest with respect to such taxes, labor or employment requirements, including any liability for, or assessment of, taxes imposed on the Company Group by the relevant taxing authorities with respect to any compensation paid to Worker or any liability related to the withholding of such taxes.

7. **Supervision of Worker's Services.** The Company shall not supervise Worker in the performance of the Services. All of the Services will be as agreed between Worker and a duly authorized representative of the Company. Worker will be required to report to such individual, or another duly authorized representative designated by the Company, concerning the Services performed under this Agreement. The nature and frequency of these reports will be left to the discretion of the Company.

8. **Confidentiality.**

(a) **Definition.** "**Confidential Information**" means any and all information and physical manifestations thereof not generally known or available outside the Company Group and information and physical manifestations thereof entrusted to the Company in confidence by Clients and other third parties, whether or not such information is patentable, copyrightable or otherwise legally protectable, and without regard to whether such information and physical manifestations thereof are marked or otherwise designated as "confidential", "proprietary", or something similar. Confidential Information includes, without limitation: (i) Developed IP (as defined below); (ii) IP owned or licensed by the Company Group prior to or outside of this Agreement; (iii) data that Worker receives, accesses or uses in connection with the Relationship; (iv) access credentials, such as username, password, security key, security token, or PIN; (v) lists of, or information relating to, employees and consultants of the Company Group (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants); and (vi) lists of, agreements with, or information relating to, suppliers and customers (including, but not limited to, customers of the Company Group on whom Worker called or with whom Worker became acquainted during the Relationship) and any other third parties, price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to Worker by the Company Group either directly or indirectly, whether in writing, electronically, orally, or by observation. Notwithstanding the foregoing, Confidential Information does not include information that is generally available to and known by the public through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

(b) **Protection of Information.** Worker understands that during the Relationship, the Company intends to provide Worker with certain information, including Confidential Information, without which Worker would not be able to perform Worker's duties to or for the Company. At all times during the Relationship and for a period of two (2) years thereafter, Worker shall hold any and all Confidential Information that Worker obtains, accesses, or creates during the Relationship in strictest confidence, shall not use such Confidential Information except for the Company's benefit and to the extent necessary to perform Worker's obligations to the Company in connection with the Relationship, and shall not disclose such Confidential Information to any third party without written authorization from the Company in each instance. Worker shall comply with the foregoing obligations whether or not during working hours, until the information at issue is no longer Confidential Information as described herein. Worker will not make copies of any Confidential Information (including any documents, records, files, media, or other resources containing any Confidential Information) except as authorized by the Company or in the ordinary course of Worker's obligations to the Company in connection with the Relationship. Worker shall not use Confidential Information in violation of any applicable laws.

(c) **Third Party Information.** During the Relationship and thereafter, Worker will not improperly use or disclose to the Company Group any confidential, proprietary or secret information of Worker's former employer(s) or any

other person, and Worker will not bring any such information onto the Company Group's property or place of business or upload or transfer any such information to the Company Group's property, devices, or cloud services accounts.

(d) **Permitted Disclosures.** Nothing in this Agreement shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. To the extent legally permissible, Worker shall promptly provide reasonable advance written notice of any such order to an authorized officer of the Company. Without limiting the generality of the foregoing:

(i) Nothing in this Agreement prohibits or restricts Worker (or Worker's attorney) from communicating with the Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any other applicable regulatory authority regarding a possible securities law violation.

(ii) Nothing in this Agreement prohibits or restricts Worker from exercising protected rights, including without limitation, as applicable, those rights granted under Section 7 of the National Labor Relations Act to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or otherwise disclosing information as permitted by applicable law, regulation, or order.

(iii) Nothing in this Agreement prevents Worker discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Worker has reason to believe is unlawful.

(iv) The U.S. Defend Trade Secrets Act of 2016 ("**DTSA**") provides that 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 is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of law; or (B) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, DTSA provides that 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 (x) files any document containing the trade secret under seal; and (y) does not disclose the trade secret, except pursuant to court order.

9. **IP Matters.**

(a) **Definitions.**

(i) "**IP**" means any and all: (A) processes, machines, manufactures, compositions of matter, and other potentially patentable subject matter of any kind, as well as discoveries, ideas, inventions (whether or not reduced to practice), algorithms, calculations, methods, techniques, technology, equipment, tools, devices, apparatuses, systems, compounds, formulations, designs, and configurations; (B) written, photographic, audio, video, audiovisual, or other content of any kind (in whatever form embodied), including without limitation software (in whatever form embodied, including source and executable code), content, textual or artistic works, videos, graphics, sound recordings, mask works, manuals, documentation, communications, specifications, memoranda, communications, records, laboratory notebooks, flowcharts, presentations, notes, reports, lists, and other works of authorship and other potentially copyrightable subject matter of any kind; (C) trade names, trade dress, slogans, logos, trademarks, service marks, and other source identifiers and other trademarkable subject matter of any kind; (D) social media handles and domains; (E) trade secrets (including those trade secrets defined under any applicable laws, including without limitation the Uniform Trade Secrets Act and DTSA), business, technical and know-how data and information, non-public information, and confidential information, including all know how, processes, customer, client, and personnel lists or data, business and marketing plans, and marketing information and rights to limit the use or disclosure thereof by any person; (F) data, databases, and data collections of any kind; and (G) any tangible embodiments, enhancements, improvements, derivatives, or modifications of any kind of any of the foregoing; in each case with respect to subsections (A) through (G) whether or not any of the foregoing is patentable, copyrightable, trademarkable, or otherwise legally protectable.

(ii) "**Developed IP**" means, other than Excluded IP: (A) IP that Worker solely or jointly authors, discovers, develops, conceives, or reduces to practice in connection with, or as a result of, the Services, or otherwise in connection with the Relationship or that includes, incorporates, or otherwise relies upon the use of or results from access to, any Confidential Information; (B) any other work product, deliverables, materials, compilations, analyses or information that Worker solely or jointly authors, discovers, develops, conceives, or reduces to practice in connection with, or otherwise, or as a result of, the Services, or otherwise in connection with the Relationship; and (C) all intellectual property, industrial, or other proprietary rights of any kind, throughout the world in any of the foregoing.

(iii) "**Excluded IP**" means IP that Worker solely or jointly authors, discovers, develops,

conceives, or reduces to practice: (A) outside of the Relationship and not in connection with or as a result of the Services; (B) on Worker's own time without using the Company's equipment, supplies, facilities, or Confidential Information; and (C) that do not relate at the time of authorship, discovery, development, conception, or reduction to practice to the Company's business or actual or demonstrably anticipated research or development.

(iv) "Moral Rights" means all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like.

(b) **Developed IP.**

(i) **Records and Disclosure.** Worker shall keep and maintain adequate and current written records of all IP made or conceived by Worker (solely or jointly with others) during the Relationship, which such records shall be considered Developed IP. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, or any other format. Worker will make the records available to the Company Group and its Clients on request. Worker will not remove such records from the Company's place of business or systems except as expressly permitted by the Company Group's policy which may, from time to time, be revised at the Company's sole election. Without limiting the generality of the foregoing, Worker will promptly make full written disclosure to the Company and its Clients of all IP that Worker solely or jointly authors, discovers, develops, conceives, or reduces to practice during the period of, or otherwise in connection with, the Relationship for, among other things, the Company to determine which IP is Developed IP and which is Excluded IP.

(ii) **Ownership of Developed IP.** The Company Group and Worker intend for all Developed IP to be owned solely and exclusively by the Company or its designees (which may include Clients). Worker will hold in trust for the sole right and benefit of the Company or its designees (as applicable) all of Worker's right, title and interest (including Moral Rights) in and to any and all Developed IP. Worker agrees that, pursuant to a separate invention assignment agreement between Worker and the Company or its designees (as applicable), Worker shall assign, for no additional consideration, all of Worker's right, title and interest (including Moral Rights) in and to any and all Developed IP. Without limiting the generality of the foregoing, to the extent Worker has any Moral Rights in Developed IP that cannot be assigned under applicable law, Worker hereby waives and agrees not to enforce any such Moral Rights, including without limitation any limitation on subsequent modification, to the extent permitted under applicable law.

(iii) **Further Assurances; Power of Attorney.** During and after the Relationship, Worker agrees to reasonably cooperate with the Company and its applicable designees, at the expense and within the timeframe of the Company and its applicable designees, to: (i) apply for, obtain, perfect, and transfer to the Company or its applicable designees the Developed IP; and (ii) maintain, protect, and enforce the same, including without limitation by executing and delivering to the Company any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments requested by the Company or the Clients. Worker hereby irrevocably grants the Company a power of attorney to execute and deliver any such documents on Worker's behalf in Worker's name and to do all other lawfully permitted acts to transfer the Developed IP to the Company or its applicable designees and further the transfer, issuance, prosecution, and maintenance of all rights in such IP, to the fullest extent permitted by law, if Worker does not promptly cooperate with the Company's or Clients' requests (and without limiting any other rights or remedies the Company may have in such circumstances). The foregoing power of attorney is coupled with an interest and shall not be affected by Worker's subsequent incapacity.

10. **Privacy.** "Personal Information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household. Worker acknowledges that:

(a) the Company Group collects certain Personal Information about Worker, which may include contact information, identification materials, demographic information, professional information, education and training information, financial information, security credentials, information about Worker's activity on and use of the Company Group's facilities and its telecommunications, networking and information processing systems, as well as other work-related information. The Company Group may collect such information directly from Worker as well as from supervisors, colleagues, customers, vendors, publicly available sources and other third parties Worker may interact with as an independent contractor for the Company. In addition, the Company Group may also collect this information through service providers and other third parties that collect it on the Company Group's behalf, such as communications providers and payroll providers; and

(b) the Company Group uses Worker's Personal Information in the ordinary course of business for purposes such as: onboarding, staffing, performance management, training, discipline; supporting and managing personnel; managing access to or use of company systems, facilities, records, property and infrastructure; monitoring personnel conduct and compliance with the Company Group's policies and practices; improving efficiency; compensation planning and administration;

managing business travel; communicating with and between personnel, as well as with designated emergency contacts; investigating, documenting and reporting work-related injuries, illnesses, or grievances; conducting other work-related investigations, audits, and risk assessments; fulfilling contractual obligations to personnel and third parties; and complying with applicable laws.

11. **Non-Solicit.** Worker acknowledges that the Company Group's Confidential Information includes information relating to the Company Group's customers, potential customers, end-users, suppliers, potential suppliers, employees, independent contractors, and other personnel, and others, and Worker will not use or disclose such Confidential Information except as authorized by the Company in advance in writing. During the Relationship, and for a period of two (2) years immediately following the termination of the Relationship for any reason, whether with or without cause, Worker shall not, directly or indirectly, solicit any of the Company Group's or its customers' employees or independent contractors either for Worker or for any other person or entity.

12. **No Conflicts.** Worker represents and warrants that: (a) Worker is not under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement; (b) Worker's performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Worker in confidence or in trust prior to commencement of this Agreement; and (c) Worker has the right to disclose and/or use all ideas, processes, techniques and other information, if any, which Worker has gained from third parties, and which Worker discloses to the Company Group or uses in the course of performance of this Agreement, without liability to such third parties.

13. **Additional Representations, Warranties and Covenants.** Worker represents, warrants, and covenants to the Company that: (a) subject to Section 6 above, Worker shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet Worker's obligations under this Agreement; (b) Worker is in compliance with, and shall perform the Services in compliance with, all applicable laws rules, and regulations; (c) Worker has and maintains appropriate security measures to comply with Worker's obligations under this Agreement; (d) the Company will receive good and valid title to all results of the Services (including any Developed IP); (e) Worker will not, and none of the Services or results thereof (including any Developed IP) or the Company's use thereof do or will infringe any third party's intellectual property or other proprietary rights; (f) Worker will not incorporate into any results of the Services (including any Developed IP) any third party materials without the Company's prior written approval and in any event Worker will comply with all requirements of any terms and conditions applicable to such third party materials; and (g) the Services and all results thereof (including any Developed IP) will conform with all requirements or specifications stated in this Agreement or as identified by the Company. Without limiting any of Worker's other obligations described in this Agreement, Worker will not: (i) input any Confidential Information or other data made available by the Company Group into any machine learning or other artificial intelligence technology or platform (collectively, "**AI Technology**") operated by a third party; or (ii) use any AI Technology or the output of any AI Technology, including without limitation in the development of any Developed IP; in each case, except in accordance with the Company's written policies and procedures or as otherwise expressly authorized by the Company in writing. Worker shall refrain from making false or misleading statements about the Company and the Clients that could harm their business reputations.

14. **Indemnification.** Worker shall indemnify and hold harmless the Company Group and its affiliates and their respective directors, officers, personnel, successors, and assigns from and against all losses, liabilities, taxes, damages, costs, and expenses (including attorneys' fees and other legal expenses) arising from, in connection with, or otherwise relating to: (a) the negligence or more culpable acts or omissions (including gross negligence, fraud, and willful misconduct) of Worker or any person performing all or any part of the Services on Worker's behalf; (b) breach of the Agreement by Worker or any person performing all or any part of the Services on Worker's behalf; (c) any failure of Worker or any person performing all or any part of the Services on Worker's behalf to perform the Services in accordance with all applicable laws, rules, and regulations; or (d) any actual or alleged violation of a third party's rights resulting in whole or in part from the Company's use of the results of the Services performed under this Agreement (including any Developed IP).

15. **Limitation of Liability.** IN NO EVENT SHALL COMPANY GROUP BE LIABLE TO CONSULTANT OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL COMPANY'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY COMPANY TO CONSULTANT UNDER THIS AGREEMENT FOR THE SERVICES, DELIVERABLES OR DEVELOPED IP GIVING RISE TO SUCH LIABILITY.

16. **Arbitration Agreement.** Worker and the Company agree that, to the fullest extent permitted by applicable

law, any and all claims or disputes relating to, arising from or regarding the parties' relationship, Worker's Services or this Agreement shall be resolved by final and binding arbitration, including claims against the Company Group's current or former employees, officers, directors or agents. The arbitrator shall determine arbitrability of claims (except as to the Class Waiver). Worker and the Company agree to bring any claim in arbitration before a single JAMS arbitrator pursuant to the applicable JAMS rules as agreed by the parties or determined by the arbitrator. See <https://www.jamsadr.com/adr-rules-procedures/>. Worker and the Company further agree that such claims shall be resolved on an individual basis only, and not on a class, collective, representative, or private attorney general act representative basis on behalf of others ("Class Waiver"), to the fullest extent permitted by applicable law. Any claim that all or part of the Class Waiver is invalid, unenforceable, unconscionable, or void may be determined only by a court of competent jurisdiction. In no case may class, collective or representative claims proceed in arbitration. **Worker and the Company waive any rights to a jury trial or a bench trial in connection with the resolution of any claim under this arbitration agreement** (although either party may seek interim emergency relief from a court to prevent irreparable harm to their confidential information or trade secrets pending the conclusion of any arbitration). Claims will be governed by applicable statutes of limitations. This arbitration agreement shall be construed and interpreted in accordance with the Federal Arbitration Act. In the event that any portion of this arbitration agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the arbitration agreement shall be given full force and effect.

17. **Miscellaneous.**

(a) **Governing Law.** Except as to the arbitration agreement above, the validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(c) **Amendments and Waivers.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(d) **Successors and Assigns.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. Worker may not assign, whether voluntarily or by operation of law, any of Worker's rights and obligations under this Agreement, except with the prior written consent of the Company.

(e) **Notices.** Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when: (i) personally delivered or (ii) when mailed by U.S. registered or certified mail or recognized overnight courier, return receipt requested and postage prepaid. The Company may also provide Worker notice via email at the email address that Worker most recently communicated to the Company in writing, which such notice shall be deemed to have been duly given when sent. All notices must be addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

(f) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(g) **Construction.** This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

(h) **Execution.** Execution via an electronic signature system, facsimile copy or scanned image will have the same force and effect as execution of an original, and an electronic signature, facsimile or scanned image signature will be deemed an original and valid signature.

(i) **Electronic Delivery.** The Company may, in its sole discretion, decide to deliver any documents

related to this Agreement or any notices required by applicable law or the Company's Certificate of Incorporation or Bylaws by email or any other electronic means. Worker hereby consents to (i) conduct business electronically (ii) receive such documents and notices by such electronic delivery and (iii) sign documents electronically and agrees to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(j) **English Language.** Worker agrees to the provision of this Agreement in English, and to the extent Worker has been provided with a copy of this Agreement in a language other than English, the English language version will prevail in case of any ambiguities or divergences as a result of translation.

By accepting work through the Company and executing this Agreement, Worker acknowledges that Worker has read, understood, and agrees to be bound by the terms and conditions of this Agreement.

WORKER:

(NAME)

(Signature)

Date:_____