

WORKER INVENTION ASSIGNMENT AGREEMENT

Client: _____

Date of Consulting Agreement: _____

As a condition of my becoming retained (or my consulting relationship being continued) by Mercor.io Corporation, a Delaware corporation (the “Company” and, collectively with any and all of its current or future subsidiaries, affiliates, successors or assigns, the “Company Group”), and in consideration of my consulting relationship under that certain Worker Agreement by and between me and the Company, as dated above (the “Consulting Agreement”), and my receipt of the compensation now and hereafter paid to me by the Company and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the client set forth above (the “Client”) and I hereby agree to the following:

1. **Past and Future Activities.** For purposes of clarity, if (a) I performed work, activities, or services, or otherwise made efforts, on behalf of the Company Group or for its benefit, or in anticipation of my involvement with the Company Group (whether before or after the inception of the Company) that would have been within the scope of my consulting relationship if performed during the term of this Agreement or (b) within one (1) year after my consulting relationship with the Company ends I reengage with any member of the Company Group, then this Agreement shall apply to all such past and future work, activities, services, and efforts. Without limiting the foregoing, the “Relationship” refers to my consulting relationship with the Company, whether commenced before, on, or after the date of execution of this Agreement (the “Effective Date”) and the “Services” refer to the services to be rendered by me under the Consulting Agreement.

2. **IP Matters.**

(a) **IP 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 I solely or jointly author, discover, develop, conceive, or reduce 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, Confidential Information (as defined in the Consulting Agreement); (B) any other work product, deliverables, materials, compilations, analyses or information that I solely or jointly author, discover, develop, conceive, or reduce 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 I solely or jointly author, discover, develop, conceive, or reduce to practice: (A) outside of the Relationship and not in connection with or as a result of the Services; (B) on my 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.

(v) “Worker Background IP” means IP that, as of the Effective Date: (A) has been created by me or on my behalf; (B) (x) is owned exclusively by me or jointly by me with others or (y) in which I otherwise have an ownership interest; (C) relates in any way to any of the Client’s actual or proposed businesses, products, services, or research and development; and (D) which is not intended to be assigned to the Client hereunder.

(b) **Developed IP.**

(i) **Ownership of Developed IP.** The Client and I intend for all Developed IP to be owned solely and exclusively by the Client. I will hold in trust for the sole right and benefit of the Client, and hereby assign to the Client, or its designee, for no additional consideration, all of my right, title and interest (including Moral Rights) in and to any and all Developed IP. I further hereby waive and irrevocably quitclaim to the Client or its designee any and all claims, of any nature whatsoever, that I now have or may hereafter have for infringement of any Developed IP. If I have any rights to Developed IP that cannot be assigned to the Client, I hereby grant to the Client a perpetual, irrevocable, fully paid-up, royalty-free, worldwide, fully transferable and sublicensable (through multiple tiers), exclusive right and license to practice and exploit such rights and to make, have made, copy, modify, prepare derivative works of, use, sell, import, and otherwise distribute and commercialize any Client products or services that may

practice such rights. Without limiting the generality of the foregoing, to the extent I have any Moral Rights in Developed IP that cannot be assigned or exclusively licensed under applicable law, I hereby waive and agree not to enforce any such Moral Rights, including without limitation any limitation on subsequent modification, to the extent permitted under applicable law.

(ii) **Further Assurances; Power of Attorney.** During and after the Relationship, I agree to reasonably cooperate with the Client, at the Client's expense and within the Client's timeframe, to: (i) apply for, obtain, perfect, and transfer to the Client all Developed IP; and (ii) maintain, protect, and enforce the same, including without limitation by participating in litigation and regulatory proceedings, as well as executing and delivering to the Client any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments requested by the Client. I hereby irrevocably grant the Client a power of attorney to execute and deliver any such documents on my behalf in my name and to do all other lawfully permitted acts to transfer the Developed IP to the Client and further the transfer, issuance, prosecution, and maintenance of all intellectual property, industrial, or other proprietary rights of any kind therein, to the fullest extent permitted by law, if I do not promptly cooperate with the Client's requests (and without limiting any other rights or remedies the Client may have in such circumstances). The foregoing power of attorney is coupled with an interest and shall not be affected by my subsequent incapacity.

(c) **Use or Incorporation of Worker Background IP and Excluded IP.** I hereby grant to the Client a perpetual, irrevocable, fully paid-up, royalty-free, worldwide, fully transferable and sublicensable (through multiple tiers), nonexclusive right and license to practice and exploit Worker Background IP and Excluded IP and to make, have made, copy, modify, prepare derivative works of, use, sell, import, and otherwise distribute and commercialize the product, service, process, machine, or Developed IP in which it was used or incorporated, or with respect to which the Client has a dependency on such Worker Background IP or Excluded IP.

3. **Representations and Covenants.**

(a) **Facilitation of Agreement.** I shall execute promptly, both during and after the end of the Relationship, any proper oath, and to verify any proper document, required to carry out the terms of this Agreement, upon the Client's written request to do so.

(b) **Voluntary Execution.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement, that I understand and have voluntarily accepted such provisions, and that I will fully and faithfully comply with such provisions.

4. **Miscellaneous.**

(a) **Governing Law.** 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 between the Client and me relating to its subject matter and merges and supersedes all prior discussions between us. No amendment to this Agreement will be effective

unless in writing signed by both parties to this Agreement. The Client shall not be deemed hereby to have waived any rights or remedies it may have in law or equity, nor to have given any authorizations or waived any of its rights under this Agreement, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of the Client. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

(c) **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of the Client, its successors, and its assigns.

(d) **Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at the most recent address set forth in the Client's books and records.

(e) **Severability.** If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected. Further, if any court or governmental authority of competent jurisdiction determines that, notwithstanding the terms of the Consulting Agreement specifying that the Relationship is an independent contractor relationship, my provision of services to the Company is not as an independent contractor but instead as an employee under applicable laws and regulations, then solely to the extent that such determination is applicable, references in this Agreement to the Relationship between me and the Company shall be interpreted to include an employment relationship, and this Agreement shall not be invalid and unenforceable but instead shall be read to the fullest extent as may be valid and enforceable under applicable laws and regulations to carry out the purposes of this Agreement.

(f) **Remedies.** I acknowledge that violation of this Agreement by me may cause the Client irreparable harm, and therefore I agree that the Client will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions, in addition to and without prejudice to any other rights or remedies that the Client may have for a breach of this Agreement.

(g) **Advice of Counsel.** I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

(h) **Survival.** The terms and provisions that reasonably should survive the termination or expiration of this Agreement in order to give proper effect to its nature or intent shall survive such termination or expiration.

(i) **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.

(j) **English Language.** I agree to the provision of this Agreement in English, and to the extent I have 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.

[Signature Page Follows]

The Worker has executed this Worker Invention Assignment Agreement on the Effective Date set forth below.

WORKER:

(PRINT NAME)

(Signature)

Effective Date:_____