

## CONTRACTOR AGREEMENT

### 1 CONTRACTOR SERVICES.

1.1 Contractor Services. Contractor will provide the services (the “Contractor Services”) and deliver the deliverables requested by Gigster or any applicable Gigster client (each, a “Customer”) from time to time (“Deliverables”) in conformance with the applicable specifications and schedule provided by Gigster or such Customer to Contractor, including without limitation as described in the applicable project page (the “Project Page”) provided on Gigster’s software-as-a-service platform (the “Gigster Platform”). The Deliverables shall be provided to Gigster through the Gigster Platform. Each Project Page agreed upon by both parties shall be governed by the following terms and conditions attached hereto, unless otherwise agreed to by the parties in a separate writing. Contractor will not subcontract any Contractor Services without Gigster’s prior written consent and Gigster may disapprove (including retroactively) a subcontractor in its reasonable discretion. All of Contractor’s subcontractors shall be bound by obligations consistent with the provisions of this Agreement, and Contractor shall be responsible for all acts and omissions of each such subcontractor, as if each were “Contractor” hereunder.

### 2 OWNERSHIP.

2.1 Deliverables. Gigster shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, sui generis database rights and all other intellectual property rights of any sort throughout the world) relating to any and all Deliverables and any other inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by or on behalf of Contractor during the term of this Agreement that arise in connection with the Contractor Services, Deliverables or any Confidential Information (as defined below) (collectively, “Inventions”), including but not limited to source code developed or created by Contractor that is not specific to Customer and is generally applicable to other Customer projects and deliverables (“Community Code”). Contractor hereby makes all assignments necessary to accomplish the foregoing ownership. Further, Contractor shall promptly disclose and provide all Inventions to Gigster. Contractor shall assist Gigster and the applicable Customer, at Gigster’s expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. Contractor hereby irrevocably designates and appoints Company as its agents and attorneys-in-fact, coupled with an interest, to act for and on Contractor’s behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Contractor and all other creators or owners of the applicable Invention.

2.2 Background License. Notwithstanding the foregoing, no assignment made hereunder includes any Contractor Technology (as that term is defined below). “Contractor Technology” shall mean (a) Contractor’s technology, methodologies and intellectual property existing as of the Effective Date or otherwise arising outside of work under this Agreement, and (b) any intellectual property rights therein, in each case ((a) and (b)) that are expressly set forth in writing to Gigster prior to delivery of the Deliverables to Gigster. To the extent any Contractor Technology is incorporated into or otherwise reasonably necessary to use or otherwise exploit any Deliverables or Inventions, Contractor grants to Gigster a non-exclusive, royalty-free, perpetual, irrevocable, sublicensable, worldwide license to fully exercise and exploit the Contractor Technology and to make derivative works of the same (and any modifications, improvements or derivatives thereof) in support of Gigster or the Customer’s exercise or exploitation of the Developer Services or any Deliverables.

2.3 Moral Rights; Further Assurances. Contractor hereby waives all claims to any moral rights or other special rights which Contractor may have or accrue in any Inventions. Contractor shall further assist Gigster from time to time at Gigster’s request and expense, to further evidence, record, perfect, maintain and enforce any and all of the foregoing rights. Contractor hereby irrevocably designates and appoints Gigster as its agents and attorneys-in-fact, coupled with an interest, to act for and on Contractor’s behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing assignment and license with the same legal force and effect as if executed by Gigster and all other creators or owners of any applicable Inventions.

2.4 Third Party Materials. Contractor shall obtain Gigster’s prior written consent prior to incorporating in the

Inventions or Deliverables information or materials to which third parties have any rights, whether by patent, copyright, trade secret or otherwise ("Third Party Materials"), unless otherwise specified in the applicable specifications. Further, unless otherwise specified in the applicable specifications, Contractor shall obtain written permission to include such Third Party Materials (and for Gigster and Customer to fully exploit such Third Party Materials in connection with their exploitation of the Deliverables), without any additional expense to Gigster. This written permission must be consistent with all the rights granted to Gigster under this Agreement. Contractor shall provide Gigster with a copy of the written permission upon completion of the Deliverables or otherwise upon request.

### **3 FEES; PAYMENT TERMS.**

3.1 Fees. Gigster will pay to Contractor the fees (subject to Gigster's standard commission) set forth on the applicable Project Page ("Contractor Fees"), in accordance with the terms and conditions set forth herein. If the parties have agreed to a "Payment Upon Completion" payment schedule, Gigster shall pay Contractor within thirty (30) days of acceptance of the Deliverable by Gigster. If the parties have agreed to a "Payment by Milestone" payment schedule, Gigster shall pay Contractor within fifteen (15) days upon confirmed completion of each applicable milestone set forth in the Project terms page. As the only consideration due Contractor regarding the subject matter of this Agreement, Gigster will pay Contractor in accordance with the Project Page.

3.2 Payment Disputes. If Contractor disputes any payments, Contractor must notify Gigster within thirty (30) days after the date of payment or such dispute is waived. If a Customer notifies Gigster that it is unsatisfied with a Deliverable and Gigster determines in its sole reasonable discretion that the Deliverable has failed to reasonably meet the applicable specifications therefor, Contractor agrees to provide a replacement Deliverable in accordance with the applicable specifications free of charge upon Gigster's request. In the event of refunds or other adjustments due to performance of the Contractor Services to a Customer, resulting in full or partial credit to a Customer, Gigster, at its option, may require that Contractor repay the fees originally paid to it on account of the sale of such Contractor Services within fifteen (15) days after notice thereof from Gigster.

3.3 Taxes. Contractor will be solely responsible for payment of any taxes based on the income of Contractor.

### **4 TERM; TERMINATION.**

4.1 Term; Termination. Subject to earlier termination as set forth in this Agreement, the term of this Agreement will commence on the Effective Date and continue until terminated as provided herein. Gigster may terminate this Agreement or any Project at any time without cause upon twenty-four (24) hours' notice to Contractor. Contractor may terminate this Agreement if there are no outstanding Projects by providing written notice to Gigster. In addition, a Party may terminate this Agreement immediately if the other Party breaches any material provision of this Agreement and does not cure such breach within fifteen (15) days after receiving written notice thereof.

4.2 Survival. Upon termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2, 4.1, 5, 6, 7, 8, 9, 10, 11, 12 and 13 will survive.

**5 CONFIDENTIALITY.** Contractor agrees that, as between the parties, all Deliverables, Projects and Inventions and all other information (including, without limitation, computer programs, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, customer and product development plans, forecasts, strategies and information) that Contractor develops, learns or obtains in connection with this Agreement, constitute "Confidential Information" of Gigster. Contractor will hold in confidence and not disclose or, except in performing the Contractor Services, use any Confidential Information. However, Contractor shall not be obligated under this paragraph with respect to information Contractor can document is or becomes readily publicly available without restriction through no fault of Contractor. Upon termination and as otherwise requested by Gigster, Contractor will promptly return to Gigster all items and copies containing or embodying Proprietary Information (including, without limitation, all Deliverables and all work-in-progress). Subject to this Agreement, and solely during the term of this Agreement, Contractor may have access to an online forum and community of other Contractors through the Gigster Platform (the "Contractor Community") in which Contractor may discuss with and disclose to other

Contractors information relating to Customer specifications, Projects, Deliverables as well as Community Code (as defined below) solely within the Contractor Community and solely for the purpose of providing the Contractor Services hereunder. CONTRACTOR MAY NOT DISCLOSE ANY CUSTOMER INFORMATION OR GIGSTER CONFIDENTIAL INFORMATION, INCLUDING, BUT NOT LIMITED TO INFORMATION RELATING TO THE DELIVERABLES OR ANY UNDERLYING SOURCE CODE THERETO, TO ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN.

## **6 RELATIONSHIP OF THE PARTIES; INDEPENDENT CONTRACTOR; NO EMPLOYEE BENEFITS.**

Notwithstanding any provision hereof, Contractor is an independent contractor and is not an employee, agent, partner or joint venturer of Gigster and shall not bind nor attempt to bind company to any contract. Contractor shall accept any directions issued by Gigster pertaining to the goals to be attained and the results to be achieved by Contractor, but Contractor shall be solely responsible for the manner and hours in which the services are performed under this agreement. Contractor shall not be eligible to participate in any of Gigster's employee benefit plans, fringe benefit programs, group insurance arrangements or similar programs. Gigster shall not provide workers' compensation, disability insurance, social security or unemployment compensation coverage or any other statutory benefit to Contractor. Contractor shall comply at Contractor's expense with all applicable provisions of workers' compensation laws, unemployment compensation laws, federal social security law, the Fair Labor Standards Act, federal, state and local income tax laws, and all other applicable federal, state and local laws, regulations and codes relating to terms and conditions of employment required to be fulfilled by employers or independent contractors. Contractor will ensure that its employees, contractors and others involved in the services, if any, are bound in writing to the foregoing, and to all of Contractor's obligations under any provision of this agreement, for Gigster's benefit and Contractor will be responsible for any noncompliance by them. Contractor agrees to indemnify Gigster from any and all claims, damages, liability, settlement, attorneys' fees and expenses, as incurred, on account of the foregoing or any breach of this agreement or any other action or inaction by or for or on behalf of Contractor.

## **7 REPRESENTATIONS AND WARRANTIES.**

7.1 Representations and Warranties. Each Party represents and warrants to the other Party that (a) such Party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both Parties.

7.2 Contractor Representations and Warranties. Contractor represents, warrants and agrees: (a) to perform the Contractor Services in a professional and workmanlike manner by employees of Contractor having a level of skill commensurate with the requirements of this Agreement; (b) that the Deliverables will conform to the applicable specifications therefor and that none of the Contractor Services, Deliverables or Inventions nor any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity; (c) Contractor has the full right to allow it to provide Gigster with the assignments and rights provided for herein (and has written enforceable agreements with all employees, contractors and other persons necessary to give it the rights to do the foregoing and otherwise fully perform this Agreement); (d) Contractor shall comply with all applicable laws, the applicable Statement(s) of Work, and other policies as set forth by Gigster or the Customer, in the course of performing the Contractor Services; (e) if Contractor's work requires a license, Contractor has obtained that license and the license is in full force and effect, (f) Contractor is over 18 years of age, and (g) that all software included within any Deliverable is (i) free of all viruses, worms, trojan horses and other infections or harmful routines, (ii) does not contain any third-party software, including without limitation, "open source," "copy left," "public" or other similar code or anything derived from or based on any of the foregoing (unless approved by Gigster in writing), and (iii) is free from (and if distributed would still be free from) any requirement imposed by a licensor that recipients be entitled to source code or to modify or distribute any such software.

7.3 Disclaimer. THE WARRANTIES STATED IN SECTION 7 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**8 INDEMNIFICATION.** Contractor will indemnify, defend and hold Gigster and the officers, directors, agents, and

employees of Gigster (“Gigster Indemnified Parties”) harmless from Liabilities that are payable to any third party by the Gigster Indemnified Parties (including reasonable attorneys' fees) arising from, directly or indirectly, any claim, demand or allegation by a third party that arises out of or is in connection with (a) breach of the terms of this Agreement by Contractor or (b) infringement of any third party intellectual property right by any of the Contractor Services, Deliverables or Inventions.

**9 TERMS OF SERVICE.** Contractor’s use of the Gigster Platform and website are subject to the Terms of Service available at <https://www.trygigster.com/terms-of-use>, which are incorporated herein by reference. If there is any conflict between this Agreement and the Terms of Service, this Agreement shall control.

**10 NON-SOLICITATION.** Contractor agrees that during the period over which it is to be providing the Contractor Services and for one (1) year thereafter, (i) Contractor will not directly or indirectly encourage or solicit any employee or contractor of Company to leave Company for any reason and (ii) Contractor will not engage in any employment or consulting relationship or otherwise engage with or perform services for any Customer to whom Contractor was introduced or referred in connection with this Agreement (whether or not any Services were performed for such Customer) without Company’s prior written consent. Without limiting the foregoing, Contractor may perform services for other persons, provided that such services do not represent a conflict of interest or a breach of Contractor’s obligation under this Agreement or otherwise.

## **11 ARBITRATION AND EQUITABLE RELIEF**

11.1 Arbitration. IN CONSIDERATION OF CONTRACTOR’S CONSULTING RELATIONSHIP WITH THE COMPANY, ITS PROMISE TO ARBITRATE ALL DISPUTES RELATED TO CONTRACTOR’S RELATIONSHIP WITH THE COMPANY, AND CONTRACTOR’S RECEIPT OF THE COMPENSATION, AND OTHER BENEFITS PAID TO CONTRACTOR BY THE COMPANY, AT PRESENT AND IN THE FUTURE, CONTRACTOR AGREES THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING THE COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER, OR BENEFIT PLAN OF THE COMPANY, IN THEIR CAPACITY AS SUCH OR OTHERWISE), ARISING OUT OF, RELATING TO, OR RESULTING FROM CONTRACTOR’S CONSULTING RELATIONSHIP WITH THE COMPANY OR THE TERMINATION OF CONTRACTOR’S CONSULTING RELATIONSHIP WITH THE COMPANY, INCLUDING ANY BREACH OF THIS AGREEMENT, SHALL BE SUBJECT TO BINDING ARBITRATION UNDER THE ARBITRATION RULES SET FORTH IN CALIFORNIA CODE OF CIVIL PROCEDURE AND PURSUANT TO CALIFORNIA LAW. DISPUTES THAT CONTRACTOR AGREES TO ARBITRATE, AND THEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY, INCLUDE ANY STATUTORY CLAIMS UNDER LOCAL, STATE, OR FEDERAL LAW, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE SARBANES-OXLEY ACT, THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT, THE FAMILY AND MEDICAL LEAVE ACT, THE, CLAIMS OF HARASSMENT, DISCRIMINATION, APPLICABLE STATE LAW EMPLOYMENT CLAIMS AND WRONGFUL TERMINATION, AND ANY STATUTORY OR COMMON LAW CLAIMS. CONTRACTOR FURTHER UNDERSTANDS THAT THIS AGREEMENT TO ARBITRATE ALSO APPLIES TO ANY DISPUTES THAT THE COMPANY MAY HAVE WITH CONTRACTOR. CONTRACTOR FURTHER AGREES THAT CONTRACTOR WILL NOT ASSERT CLASS ACTION OR REPRESENTATIVE ACTION CLAIMS AGAINST THE COMPANY IN ARBITRATION OR OTHERWISE, NOR WILL CONTRACTOR JOIN OR SERVE AS A MEMBER OF A CLASS ACTION OR REPRESENTATIVE ACTION, AND THAT CONTRACTOR WILL ONLY SUBMIT CONTRACTOR’S OWN, INDIVIDUAL CLAIMS IN ARBITRATION AND WILL NOT SEEK TO REPRESENT THE INTERESTS OF ANY OTHER PERSON.

11.2 Procedure. CONTRACTOR AGREES THAT ANY ARBITRATION WILL BE ADMINISTERED BY JAMS, INC. (“JAMS”), PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (THE “JAMS RULES”). CONTRACTOR AGREES THAT THE ARBITRATOR SHALL HAVE THE POWER TO DECIDE ANY MOTIONS BROUGHT BY ANY PARTY TO THE ARBITRATION, INCLUDING MOTIONS FOR SUMMARY JUDGMENT AND/OR ADJUDICATION, MOTIONS TO DISMISS AND DEMURRERS, AND MOTIONS FOR

CLASS CERTIFICATION, PRIOR TO ANY ARBITRATION HEARING. CONTRACTOR ALSO AGREE THAT THE ARBITRATOR SHALL HAVE THE POWER TO AWARD ANY REMEDIES AVAILABLE UNDER APPLICABLE LAW, AND THAT THE ARBITRATOR SHALL AWARD ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY, EXCEPT AS PROHIBITED BY LAW. CONTRACTOR UNDERSTANDS THAT THE COMPANY WILL PAY FOR ANY ADMINISTRATIVE OR HEARING FEES CHARGED BY THE ARBITRATOR OR JAMS EXCEPT THAT CONTRACTOR SHALL PAY ANY FILING FEES ASSOCIATED WITH ANY ARBITRATION THAT CONTRACTOR INITIATES, BUT ONLY SO MUCH OF THE FILING FEES AS CONTRACTOR WOULD HAVE INSTEAD PAID HAD CONTRACTOR FILED A COMPLAINT IN A COURT OF LAW. CONTRACTOR AGREES THAT THE ARBITRATOR SHALL ADMINISTER AND CONDUCT ANY ARBITRATION IN ACCORDANCE WITH CALIFORNIA LAW, INCLUDING CALIFORNIA CODE OF CIVIL PROCEDURE, AND THAT THE ARBITRATOR SHALL APPLY SUBSTANTIVE AND PROCEDURAL CALIFORNIA LAW TO ANY DISPUTE OR CLAIM, WITHOUT REFERENCE TO RULES OF CONFLICT OF LAW. TO THE EXTENT THAT THE JAMS RULES CONFLICT WITH CALIFORNIA LAW, CALIFORNIA LAW SHALL TAKE PRECEDENCE. CONTRACTOR AGREES THAT THE DECISION OF THE ARBITRATOR SHALL BE IN WRITING. CONTRACTOR AGREES THAT ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE CONDUCTED IN SAN FRANCISCO COUNTY, CALIFORNIA.

11.3 Remedy. EXCEPT AS PROVIDED BY THE ACT AND THIS AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE BETWEEN CONTRACTOR AND THE COMPANY. ACCORDINGLY, EXCEPT AS PROVIDED FOR BY THE ACT AND THIS AGREEMENT, NEITHER CONTRACTOR NOR THE COMPANY WILL BE PERMITTED TO PURSUE COURT ACTION REGARDING CLAIMS THAT ARE SUBJECT TO ARBITRATION.

11.4 Administrative Relief. CONTRACTOR UNDERSTANDS THAT THIS AGREEMENT DOES NOT PROHIBIT CONTRACTOR FROM PURSUING AN ADMINISTRATIVE CLAIM WITH A LOCAL, STATE, OR FEDERAL ADMINISTRATIVE BODY OR GOVERNMENT AGENCY, INCLUDING, BUT NOT LIMITED TO, THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, THE NATIONAL LABOR RELATIONS BOARD, OR THE WORKERS' COMPENSATION BOARD. THIS AGREEMENT DOES, HOWEVER, PRECLUDE CONTRACTOR FROM PURSUING COURT ACTION REGARDING ANY SUCH CLAIM, EXCEPT AS PERMITTED BY LAW.

11.5 Voluntary Nature of Agreement. CONTRACTOR ACKNOWLEDGES AND AGREES THAT CONTRACTOR IS EXECUTING THIS AGREEMENT VOLUNTARILY AND WITHOUT ANY DURESS OR UNDUE INFLUENCE BY THE COMPANY OR ANYONE ELSE. CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT CONTRACTOR HAS CAREFULLY READ THIS AGREEMENT AND THAT CONTRACTOR HAS ASKED ANY QUESTIONS NEEDED FOR CONTRACTOR TO UNDERSTAND THE TERMS, CONSEQUENCES, AND BINDING EFFECT OF THIS AGREEMENT AND FULLY UNDERSTAND IT, INCLUDING THAT CONTRACTOR IS WAIVING CONTRACTOR'S RIGHT TO A JURY TRIAL. FINALLY, CONTRACTOR AGREES THAT CONTRACTOR HAS BEEN PROVIDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY OF CONTRACTOR'S CHOICE BEFORE SIGNING THIS AGREEMENT.

**12 U.S. GOVERNMENT MATTERS.** Contractor may not remove or export from the United States or allow the export or re-export of the Contractor Services, Deliverables or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

**13 GENERAL.** Any breach of Sections 2, 5 or 7 will cause irreparable harm to Company for which damages would not be an adequate remedy, and therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies. The failure of either party to enforce its rights under this Contractor Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Contractor Agreement will be effective unless in writing and signed by both parties. Contractor may not assign this Agreement without the prior written consent of Gigster, but Gigster may assign or transfer this Agreement, in whole or in part, without restriction. In

the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Contractor Agreement shall otherwise remain in full force and effect and enforceable. This Contractor Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of laws provisions thereof. In any action or proceeding to enforce rights under this Contractor Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Contractor Agreement.

**IN WITNESS WHEREOF, each of the Parties has executed this Agreement, in the case of Gigster by its duly authorized officer, as of the date and year written below.**

**LIQUID LABS INC., D.B.A. GIGSTER**

By: \_\_\_\_\_  
Name: Roger Dickey  
Title: Co-Founder & CEO  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: Andy Chase  
Date: \_\_\_\_\_