

Postwork Labs, Inc.
Sourcing Agreement

This Sourcing Agreement (“**Agreement**”) is effective as of the date on which the Client provides electronic acceptance of its terms (the “**Effective Date**”) and is entered into by and between Postwork Labs, Inc. (“**Postwork**”) and the party accepting this Agreement through the Platform (“**Client**”).

PLEASE READ THIS AGREEMENT CAREFULLY. BY CLICKING ON THE “I AGREE” BUTTON OR OTHERWISE ELECTRONICALLY ACCEPTING THIS AGREEMENT, THE INDIVIDUAL PROVIDING ELECTRONIC ACCEPTANCE OF THIS AGREEMENT: (I) AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT, (II) REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO BIND CLIENT TO THIS AGREEMENT, AND (III) REPRESENTS AND WARRANTS THAT THEY HAVE READ, UNDERSTAND AND AGREE, ON BEHALF OF THEMSELVES AND CLIENT, TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY, OR CLIENT DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, THEN CLIENT MAY NOT ACCESS OR USE THE PLATFORM OR SERVICES.

1. SERVICES.

1.1 Sourcing. Postwork shall source and present prospective contractors on its online freelancer marketplace (the “**Marketplace**”) based on the project specifications and preferences submitted by the Client (the “**Submission Form**”) through Postwork’s online portal (the “**Platform**”) on a project-by-project basis. For each Submission Form, Postwork’s sole obligation is to source and provide Client with a list of prospective Contractors that generally align with the specifications set forth therein. Client is solely responsible for interviewing, vetting, and determining whether to engage any prospective contractor (“**Contractor**”) to provide services to Client (“**Services**”). Client acknowledges and agrees that all decisions regarding whether to engage any Contractor are made solely by Client, and that no additional duties, obligations, or performance commitments shall be implied against Postwork under this Agreement or any Submission Form.

1.2 Client Responsibilities. Client, not Postwork, is solely responsible for (a) evaluating and determining the suitability of any Contractor; (b) conducting any due diligence it deems necessary to determine whether to engage a Contractor, including verifying all information, credentials, qualifications, or representations made by any Contractor; and (c) negotiating, agreeing to, and executing any terms or conditions of such agreements and for performing, administering, supervising, and monitoring Contractor’s performance under any agreement between Client and Contractor. Postwork does not warrant, guarantee, or make any representation regarding any Contractor, and Postwork has no obligation to verify the accuracy, completeness, legality, or reliability of any information provided by or about a Contractor. Client acknowledges and agrees that any decision to engage a Contractor is made at Client’s sole discretion and risk.

1.3 Contractor Agreement. If Client decides to engage a Contractor, Client will enter into a contractual relationship directly between Client and Contractor with regards to the projects Contractor will be engaged to perform (“**Contractor Agreement**”). The scope of work will be set exclusively by the Contractor Agreement, and any performance issues will be addressed by Client and Contractor solely under the Contractor Agreement. Client understands and agrees that (a) Postwork is not responsible for ensuring the accuracy or legality of any information or Deliverables (as defined below) provided by Contractor, (b) Postwork is not responsible for the offering, performance, or procurement of any Services performed by Contractor, and (c) if there is a dispute between Client and Contractor, that dispute is solely between Client and the Contractor and Postwork will not be responsible or liable with respect to such dispute. All Contractor Agreements are solely and exclusively between the Client and the applicable

Contractor. Postwork is not a party to, and bears no responsibility or liability for, any obligations, performance issues, disputes, payments, Deliverables, failures, or claims of any kind arising out of or relating to such agreements or the Contractor's Services.

2. **COMPENSATION.** Client will pay fees directly to the Contractor based on the number of hours worked by the Contractor, pursuant to the Contractor Agreement. Postwork has no responsibility or liability for any fees, payments, billing practices, or compensation matters of any kind. Any disputes, questions, or issues regarding fees or compensation shall solely be addressed by Client and Contractor under the Contractor Agreement.

3. **TERM AND TERMINATION.** This Agreement begins on the Effective Date and continues until terminated in accordance with this Section 3.

3.1 **Termination for Convenience.** Provided that no Contractor Agreement between the Client and any Contractor remains in effect, either party may terminate this Agreement for convenience by giving the other party thirty (30) days' prior written notice.

3.2 **Termination for Cause.** Either party may terminate this Agreement or cancel a Submission Form upon written notice for if: (a) the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof, or (b) the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

3.3 **Effect of Termination.** Upon any such termination of this Agreement, Client will pay for Services performed and liabilities incurred prior to expiration or termination. The terms of Sections 2, 3.2, 4, 5, 6 and 7 shall survive any termination of this Agreement.

4. **CONFIDENTIALITY.** Each party will comply with the terms of any nondisclosure agreement between Postwork and Client (or Client's affiliates) ("**NDA**"). If no such NDA exists, then each party shall protect and keep confidential (i) the existence of this Agreement (including, all Submission Forms) and its terms, and (ii) any other confidential or proprietary information obtained from the other party in connection with this Agreement or the Services which, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary (collectively, "**Confidential Information**"). The parties shall use Confidential Information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under this Agreement. All such information shall remain the disclosing party's exclusive property, and the receiving party shall have no rights or licenses to such information except as expressly provided herein.

5. **PROPRIETARY RIGHTS.**

5.1 **Deliverables.** Any deliverables produced as a result of a Contractor's Services (the "**Deliverables**") will be governed by the Contractor Agreement, which shall contain provisions that assign all ownership and intellectual property rights in the Deliverables to Client, unless otherwise agreed by Client and Contractor.

5.2 **Postwork Materials.** As between the parties, Client acknowledges that Postwork is the exclusive owner of all right, title and interest in and to (i) Postwork's pre-existing intellectual property; (ii) all intellectual property independently developed and/or owned by Postwork, its agents, or third parties on or after the Effective Date of this Agreement; (iii) research, benchmarking methodologies, tools, and other confidential materials relating to the Services (including, without limitation, any Aggregate Data and Task Performance Data (each as defined below)); (iv) configurations, workflows, interfaces,

modifications and any enhancements of the Services developed hereunder; and (v) any derivative works of any of the foregoing (collectively referred to as the “**Postwork Materials**”). Nothing in this Agreement will confer on Client any license, right of ownership, or interest in the Postwork Materials or intellectual property rights therein. For the avoidance of doubt, Postwork Materials shall constitute Postwork’s Confidential Information (as defined below).

5.3 **Client Materials.** As between the parties, Client retains all right, title, and interest in and to the Deliverables and all data or information provided or made available by Client to Postwork in connection with this Agreement (“**Client Data**” and together with the Deliverables, the “**Client Materials**”), including all associated intellectual property rights.

5.4 **Aggregate Data.** Postwork shall have the right to collect and analyze data and other information relating to the provision, use, and performance of the Services, as well as Client Materials submitted in connection with or generated through the Services (collectively, “**Aggregate Data**”). Postwork will have a perpetual, irrevocable, royalty-free license to (i) use Aggregate Data to improve and enhance the Services and for other development, diagnosis and corrective purposes related to the Services and other Postwork offerings, and (ii) compile and disclose Aggregate Data in aggregate or other de-identified form in connection with its business (the “**Anonymized Data**”). Postwork shall exclusively own all Anonymized Data and all intellectual property rights therein.

5.5 **Feedback.** Client may (but is not obligated to) provide suggestions, comments or other feedback to Postwork with respect to the Services (“**Feedback**”). If Client provides any Feedback to Postwork, orally or in writing, Client hereby grants Postwork and its third-party suppliers a non-exclusive, perpetual, irrevocable, worldwide, transferrable, sublicensable, royalty-free license to use such Feedback for any purpose whatsoever, commercial or otherwise, without compensation to Client or any other person. In addition to the foregoing, Postwork shall not be subject to any obligation of confidentiality and shall not be liable for any use or disclosure of any Feedback.

6. DATA COLLECTION.

6.1 **Data Collection Program.** Postwork’s AI data collection program is an optional program that allows Client to receive a subsidy for Contractor hiring costs (“**Program Subsidy**”) in exchange for permitting Postwork to collect and use data generated during the Contractor’s performance of services for Client (“**Program**”). By opting into the Program, Client acknowledges and agrees that Postwork will reimburse a percentage of Client’s Contractor hiring costs in exchange for Postwork’s right to collect and use Task Performance Data, as described in Section 6.2. Client may opt-in to the Program through the Platform on a per-project basis.

6.2 **Task Performance Data.** By opting in, Client expressly authorizes Postwork to record and monitor Contractor’s performance of the Services, which may include, without limitation, screen recordings, computer inputs such as keystrokes, clicks, mouse movement, scrolls, as well as data collected through Deliverables, of a Contractor performing projects for Client as well as data derived from the Deliverables (collectively, “**Task Performance Data**”). Client further authorizes Postwork to collect, access, store, use, reproduce, analyze, process, modify, and create derivative works from the Task Performance Data for any lawful business purpose. To the extent any Client Materials are captured in the Task Performance Data, Client hereby grants Postwork and its third-party licensees a non-exclusive, perpetual, irrevocable, worldwide, transferrable, sublicensable, royalty-free license to use such Client Materials to the extent necessary for their respective business purposes (without limitation) AI training, machine-learning model development, improvement, evaluation, testing, analytics, and product development. For the avoidance of doubt, all Task Performance Data, together with any derivatives, improvements, analytics, enhancements, models, metadata, and all associated intellectual property

rights therein, shall be the sole and exclusive property of Postwork.

6.3 **Reimbursement.** Upon completion of a project under a Submission Form, Postwork will reimburse Client an amount equal to the total hiring cost for the Services multiplied by the Program Subsidy specified in the applicable Submission Form.

7. **WARRANTY DISCLAIMER.** POSTWORK AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS (COLLECTIVELY, “SUPPLIERS”) DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY IMPLIED CONDITION OF SATISFACTORY QUALITY. CLIENT UNDERSTANDS AND AGREES THAT THE SERVICES PROVIDED HEREUNDER ARE OFFERED “AS IS.” Without limiting the foregoing, Client acknowledges that any data, materials, or other information (including personal, confidential, or sensitive information) submitted, transmitted, processed, or stored through the Services is provided at Client’s own risk. Postwork and its Suppliers do not warrant or represent that the Services or Postwork systems will protect Client Materials that are captured in the Task Performance Data (including sensitive or confidential information) from loss, misuse, unauthorized access, disclosure, alteration, or destruction. Postwork and its Suppliers assume no responsibility and shall not be liable for any damages to Client’s data, materials, or other deliverables. Client further acknowledges and agrees that, due to the nature and design of the Services, they are not intended for use in connection with highly sensitive, confidential, mission-critical, or legally regulated projects, information, or workflows. Accordingly, Client shall not use the Services to create, process, store, transmit, or manage any project or materials requiring enhanced security, confidentiality, or data-protection measures beyond those expressly provided by Postwork. Postwork and its Suppliers expressly disclaim all responsibility and liability arising from any such prohibited use, and Client assumes all associated risks.

8. INDEMNIFICATION; LIMITATION OF LIABILITY.

8.1 **Indemnification.** Client shall defend, indemnify, and hold harmless Postwork, its affiliates, and their respective officers, directors, employees, and agents from and against any and all third-party claims, demands, actions, causes of action, liabilities, damages, losses, judgments, awards, costs, and expenses (including, without limitation, reasonable attorneys’ fees and court costs) (collectively, “Damages”) to the extent arising out of or resulting from any acts, omissions, errors, misconduct, or failures of Client in connection with the Services.

8.2 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL POSTWORK BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION SPECIAL, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT OR THE INDEMNIFIED CLAIMS OR DAMAGES FOR LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, WHETHER BASED IN CONTRACT, TORT, INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER POSTWORK HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. POSTWORK’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

9. GENERAL.

9.1 **Assignment.** Neither party may assign any part or all of this Agreement without the other party’s prior written consent, provided that a party may assign this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any attempt to assign in violation of this section shall be null and void in each instance.

9.2 **Governing Law; Venue.** This Agreement is governed by Delaware law, excluding its conflicts of law rules. Each party irrevocably submits to venue and exclusive personal jurisdiction in the federal and state courts in the State of Delaware, for any dispute arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts.

9.3 **Notices.** Notices under this Agreement will be deemed sufficient if given by a nationally recognized overnight courier service, certified mail (return receipt requested), email with electronic confirmation of delivery or receipt, or personal delivery to Postwork at contact@postwork.ai or the Client at the contact information associated with Client's account on the Platform. Notice is effective: (a) when delivered personally, (b) three (3) business days after sending by certified mail, (c) on the business day after sending by a nationally recognized courier service, or (d) on the business day after sending by facsimile with electronic confirmation to the sender or electronic mail with confirmation of the recipient. Either party may change its notice address by giving the other party notice in accordance with this section.

9.4 **Severability.** If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

9.5 **No Waiver.** A party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver.

9.6 **Cumulative Rights; Construction.** Postwork and Client are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, employment, or any other relationship between Postwork and Client. The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity. The section headings of this Agreement are for convenience only and have no interpretive value.

9.7 **Non-Solicitation.** During the term of this Agreement and for a period of two (2) years following its expiration or earlier termination, Client shall hire or solicit to hire any Contractors sourced through Postwork without Postwork's prior written consent.

9.8 **Publicity.** Neither party shall use the name of the other party, in part or whole, or any of their trademarks or trade names without the other party's prior written approval. Notwithstanding the foregoing, Client consents to Postwork's use of Client's name and a general description of the Services to be performed by Postwork under this Agreement in marketing materials, resumes, and proposals.

9.9 **Entire Agreement.** This Agreement and the Submission Forms, together with all associated exhibits and schedules, which are incorporated by this reference, and NDA, if any, constitute the complete and final agreement of the parties pertaining to the Services and supersede the parties' prior agreements, understandings and discussions relating to the Services. No modification of this Agreement or any Submission Form is binding unless it is in writing and signed by Client and Postwork. This Agreement may be executed by facsimile and in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties may use standard business forms or other communications, but use of such forms is for convenience only and does not alter the provisions of this Agreement.