

## **MASTER SERVICES AGREEMENT**

THIS AGREEMENT (“AGREEMENT”) IS MADE AND ENTERED INTO AS OF THE LAST DATE SIGNED BY EITHER PARTY (THE “EFFECTIVE DATE”) AND DEFINES THE RELATIONSHIP BETWEEN APPEN AI PTY, LTD. (“COMPANY”) A CORPORATION WITH ITS PRINCIPAL PLACE OF BUSINESS AT LEVEL 6, 9 HELP STREET, CHATSWOOD, 2067, AUSTRALIA AND THE PERSON REQUESTED BY COMPANY OR ITS AFFILIATES TO PROVIDE CERTAIN SERVICES AND DELIVERABLES IN SUPPORT OF COMPANY’S AND/OR ITS AFFILIATES’ BUSINESS (“YOU”, “YOUR”, AND “CONTRACTOR”).

By entering into this Agreement: (i) You confirm that You accept the terms of this Agreement and the terms of your engagement with Company pursuant to this Agreement; and (ii) You represent and certify to the Company that (a) You are of legal age and are competent to enter into a binding contract under the Applicable Laws (defined below) of the jurisdiction in which You are located (and in all cases that You are at least 18 years old), (b) You are providing accurate information regarding Your identity and applicable taxpayer identification, if so required; (c) You are not prohibited from offering to provide or providing the Services (defined below) pursuant to any Applicable Laws, (d) Your performance of this Agreement in accordance with its terms complies with all Applicable Laws; (e) If working with Personal Data, You have appropriate Organizational and Technical Measures to ensure the ongoing privacy, safety and security of Personal Data and attest to the same, and You agree to act solely on the instructions from the Company in your dealing with said Personal Data; and (f) You understand and agree that any misrepresentations, misstatements or inaccurate information that You provide to the Company may result in the Company seeking liquidated damages and other penalties under this Agreement against You as set forth below in Section 11.9 of this Agreement. At any time upon the Company’s request, You shall provide the Company with verification of Your age, identity and other necessary information.

**IF YOU CANNOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU MUST NOT SIGN BELOW, AND COMPANY AND ITS AFFILIATES WILL NOT ENGAGE YOU TO PERFORM SERVICES.**

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound (which include the Contractor and its agents or subcontractors, the Company and any of the Company's Affiliates that execute a Scope of Work pursuant to this Agreement), agree as follows:

## 1. Definitions.

"Affiliate" means any company that is controlled by, controls, or is under common control with Company, where "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

"Anti-Slavery Laws" means all laws and regulations which prohibit exploitation of a worker, human trafficking, slavery, servitude, forced labor, debt bondage, or deceptive recruiting for labor or services (or similar), that are applicable in the jurisdiction in which the Company and/or the Contractor are registered and/or conduct business, and in which activities relevant to the Contractor's performance of this Agreement are carried out.

"Applicable Laws" means all applicable laws, regulations and Legal Requests, including all applicable privacy, data security and data protection laws, regulations and rules in any jurisdiction, and including Anti-Slavery Laws.

"Applicable Standards" means all the applicable government standards, industry standards and best practices that apply.

"Client" means Company's and/or its' Affiliate's clients.

"Company" means Appen AI Pty Limited or its Affiliate, in each case that executes the relevant Scope of Work, if applicable.

“Data Breach” means (i) any Data disclosed by Contractor in violation of this Agreement or Applicable Laws; or (ii) any known or reasonably suspected accidental, unlawful, or unauthorized destruction, alteration, unauthorized disclosure of, misuse, loss, compromise, or access to Data (as defined in this Agreement) or any act or omission that compromises or undermines the Organizational and Technical Measures (defined below) put in place by Contractor in processing Data or otherwise providing Services under this Agreement.

“Legal Request” means a binding disclosure request made pursuant to law, governmental regulation, court order, subpoena, warrant or other valid legal authority or legal procedure.

“Results” means all information, drawings, documents, designs, copyrightable material and other tangible and intangible materials authored, prepared, created, made, developed, delivered, conceived or reduced to practice, in whole or in part, by Contractor within the scope of performing Services.

“Scope of Work” means a written document, or a written description of tasks and rates often referred to as project requirements or project terms, in each case executed or otherwise agreed to by both the Company and Contractor pursuant to this Agreement, that includes a project plan for the provision of the applicable Services, the method of accomplishing such request, the Results to be delivered thereunder, the projected schedule for completion, and the fees to be paid and schedule for payments, along with such additional information as the Company and Contractor may agree.

“Personal Data” means any information relating to an identifiable or identified natural person (‘data subject’); an identifiable natural person is one who can be directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person; or as described by applicable data privacy laws such as, by way of example, in Article 4 (1) of Regulation (EU) 2016/679 of the European Parliament known as the General Data Protection Regulation (“GDPR”) and any national laws implementing the GDPR, regulations and secondary legislation, as amended or updated from time to time.

“Organizational and Technical Measures” means those measures aimed at protecting the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of the Personal Data over a network, and against all other unlawful forms of processing.

## 2. Contractor’s Work.

2.1. Qualification Exam. In the event the Company requires Contractor to perform qualification exams, Contractor may not perform Services unless and until the Contractor has successfully passed Company’s qualification exams. Contractor shall, upon request, provide a tax identification or social security number, if applicable in Contractor’s taxing jurisdiction, and all citizenship and residency information requested by Company.

2.2. Services. Company hereby engages the Contractor on a non-exclusive basis during the Term (as defined below) to perform consulting and professional services or tasks, including, but not limited to, relevance, evaluation, sourcing, collection, labelling, annotation, translation, transcription, interpretation, analysis, providing insights to, visualization and validation of data or datasets (“Services” or “Tasks”). Company acknowledges that Contractor shall perform Services at such times as are convenient to Contractor, provided that Contractor agrees to hold itself reasonably available to render the Services contemplated herein. Contractor will supply all tools and instruments required to perform the Services. Contractor shall devote its best efforts to the performance of the Services and shall protect and promote the interests of Company. Contractor shall cooperate in any reasonable manner whatsoever with Company in connection with the performance of the Services. Company is in no way obligated to refer any minimum number of Tasks to Contractor. Contractor has the right to reject or refuse any task referred to Contractor by Company unless and until Contractor agrees to such task pursuant to this Agreement or a Scope of Work, if applicable.

2.3. Scope of Work. In the event the parties execute a Scope of Work, the Contractor agrees to perform for the Company the Services and Tasks specified in such Scope of Work to this Agreement and to deliver Results thereunder, all in accordance with such Scope of Work and within the time period provided for therein or, if no time period is specified therein,

then for such period of time until either party terminates such Scope of Work as permitted in Section 3. The terms and conditions of this Agreement, including the Scope of Work, shall govern the purchase and sale of Services hereunder. In the event of a conflict between the main body of this Agreement and a Scope of Work, the terms of the Scope of Work shall govern for purposes of such Scope of Work only. Contractor agrees and acknowledges that the Company only shall be liable and responsible for its obligations under the Scope of Work that it executes, but shall not be liable for its Affiliates' actions or omissions, and Company and its Affiliates shall not be jointly and severally liable therefor. Contractor further shall look solely to the entity that executed the Scope of Work in respect of any claim for breach or damages under such Scope of Work. Each Affiliate may purchase Services under this Agreement, and may otherwise act under the same terms as those in this Agreement that apply to Company (including in both cases obtaining the benefits and protections of indemnity, representations and warranties, and remedies under this Agreement to the same extent as Company). Further, Company is entitled to all rights under the Agreement for all Services purchased by Affiliates as if Company had purchased the Services directly from Contractor.

2.4. Warranties. Contractor warrants that: (i) it has the equipment and materials necessary to perform the Services; (ii) it has the legal right to perform the Services in the jurisdiction in which Contractor is domiciled; (iii) it will comply with all Applicable Laws in performing this Agreement; and (iv) If Contractor is a corporation or other business entity, the Services shall be provided by approved representatives or employees of Contractor approved by the Company in writing prior to performing any of the Services. Contractor is responsible for a breach of this Agreement by its employees, agents and contractors. Contractor warrants, represents and covenants that its performance under this Agreement shall be conducted in a professional manner by qualified personnel in a manner consistent with industry standards, that all Services and Results will be free of errors and defects and will conform to all requirements and specifications set forth in the applicable Scope of Work. Without limiting clause (iii) of this Section 2.4, Contractor warrants and represents that: (a) in performing its obligations in connection with this Agreement, Contractor and any personnel engaged by Contractor will not engage in any conduct or omission which may contravene any Anti-Slavery Laws; (b) in performing its obligations in connection with this Agreement, Contractor and any personnel engaged by Contractor will comply with Company's policy relating to anti-slavery; and (c) the terms of the contractual commitments entered into with any personnel engaged by Contractor to provide goods or perform services in connection with this Agreement permit termination of such

relationships where the Contractor has reasonable grounds to believe there has been, or is likely to be a breach of any Anti-Slavery Laws.

2.5. Licenses. Other than readily available “off the shelf” software, Contractor shall not use any third-party intellectual property, software or other materials (“Third-Party Materials”) not owned by either the Company or the relevant Client in performance under this Agreement without the Company’s prior written consent. If Contractor wishes to use any Third-Party Materials in performance under this Agreement, Contractor will submit to the Company the Third-Party Material, reasons for wishing to use the Third-Party Material, the terms and conditions of the licenses associated with such Third-Party Material, any other agreements concerning the Third-Party Materials, and any potential conflicts between those licenses and agreements and the agreement between the Company and its Client. The use of any Third-Party Materials shall be governed by (i) the licenses and agreements which may accompany them; (ii) separate written agreements that may be required, and/or (iii) Applicable Laws, and the Contractor shall abide by the terms and conditions contained therein when performing work. Without limiting the foregoing, if Contractor’s work requires a license, Contractor warrants, represents and covenants that it has obtained that license, and that such license is in full force and effect and will remain in full force and effect during the Term.

Acceptance. The Services and Results (defined in Section 7) are subject to the Company’s approval and acceptance. Any such approvals or acceptances shall not affect the responsibility and obligation of Contractor to perform the Services and provide the Results according to the specifications provided by the Company or set forth in each applicable Scope of Work, if applicable. If the Company informs Contractor of any defects, delays, or errors that are discovered in the Results or Services within the later of thirty (30) days of completion or delivery of such Results, or thirty (30) days of receipt of notice from Company’s Client. Accordingly, Contractor shall use commercially reasonable efforts to promptly and at its own expense correct such Results or re-perform such Services at no additional charge.

### 3. Term and Termination.

3.1. Term. This Agreement will commence on the Effective Date and continue unless and until terminated earlier pursuant to this Section 3. Termination of this Agreement shall automatically terminate each outstanding Scope of Work, but termination of any given Scope of Work shall not—alone—terminate any other Scope of Work or this Agreement.

3.2. Term. The term of this Agreement and any given Scope of work shall commence as of the Effective Date and shall continue for a period of eleven (11) months (“Initial Term”). Company may, at its option, renew this Agreement and any given Scope of Work for additional terms of six month to eleven months (“Renewal Term”) on the same terms and conditions as set forth herein or in the Scope of Work by giving notice to Contractor of such intent to renew at least 7 days prior to the end Initial Term (The Initial Term and all Renewal Terms, if any, shall hereinafter be referred to collectively as the “Term”).

3.3. Company Termination. The Company may terminate this Agreement or any given Scope of Work on not less than 30-days’ notice without penalty and with or without reason. In addition, if any of the subsequent events occur, the Company may immediately terminate this Agreement or any given Scope of work without penalty upon notice to Contractor, and the Company shall have no liability to the Contractor of any kind as a result of such termination: (i) if Contractor’s Services are performed in support of a Client, such Client either terminates its agreement with the Company or otherwise changes the scope of its project with the Company; (ii) the Contractor is in breach of this Agreement or any given Scope of Work (including violation of Applicable Laws) as reasonably determined by Company; (iii) the Contractor’s work product fails to satisfy the metrics provided by the Company, which shall be determined in the Company’s sole reasonable discretion; (iv) if Contractor’s Services are performed in support of a Client, such Client directs the Company to remove the Contractor from performing the work because the Contractor’s work is determined by the Client to be of below acceptable quality; or (v) if Contractor’s Services are performed in support of a Client, such Client advises the Company that they have received the requisite amount of data and have no further data requirements in relation to the Scope of Work; or (vi) the Contractor commits an act of gross negligence, misconduct, fraud or dishonesty, or makes any material misrepresentations to the Company or a vendor, Client, or is convicted of any crime. **Notwithstanding anything to the contrary, and to the fullest extent permitted under Applicable Law, Contractor hereby acknowledges and agrees that continued engagement with Company and all amounts payable and owed to Contractor is subject to the non-occurrence of any event under Section 3.3 (vi) herein and the occurrence of any event under Section 3.3**

**(vi) voids Contractor's right to payment and excuses Company from all payment obligations related or arising from such event.**

3.4. Contractor Termination. Contractor may terminate this Agreement or any given Scope of Work in the event of a material breach, of this Agreement or any given Scope of work, by the Company and that breach remains uncured for 30 business days, after written notice being given by Contractor of such material breach.

#### 4. Conditions.

4.1. General. Contractor agrees to and accepts all the terms and conditions set forth in this Agreement and in any other document or policy relating hereto that is signed or agreed by Contractor, including without limitation, if Contractor's Services are performed in support of a Client, a nondisclosure agreement protecting the Client's information. If Contractor will not sign or agree to any such other terms and conditions, then Company may terminate the Scope(s) of Work, if applicable, to which they apply upon notice to Contractor, or Company may immediately terminate this Agreement without penalty upon notice to Contractor, and in each case the Company shall have no liability to the Contractor of any kind as a result of such termination (except for the Company's liability for accrued charges incurred prior to said termination date).

#### 4.2. Speak Up

Policy. Contractor acknowledges receipt of Company's Speak Up Policy, which can be viewed here: <https://appen.com/whistleblower-speak-up-policy/> or you can request it by contacting [legal@appen.com](mailto:legal@appen.com)

4.3. Anti-Slavery. Without limiting Section 4.1, Contractor shall promptly notify Company if Contractor becomes aware of a possible, potential, suspected or actual breach by it (or its personnel) of any Anti-Slavery Laws. In this case, the parties shall meet to discuss the appropriate next steps as soon as reasonably practicable after such notification, Contractor shall cooperate in good faith with Company in investigating the circumstances relevant to any possible, potential, suspected or actual such breach (whether or not there has been a notification under this Section 4.2), and if Company determines, in its absolute

discretion, that there has been a breach of this Section 4.3, or Contractor or its personnel have been involved in any conduct that may create a material risk of liability under any Anti-Slavery Law, then Company may treat the breach or conduct as a breach of this Agreement, and may exercise any rights it may have. If Company has reasonable grounds to suspect a past, present or potential breach by the Contractor or its personnel of any applicable Anti-Slavery Laws or any Company policies relating to anti-slavery, in connection with this Agreement, Company may notify Contractor requiring an explanation, copies of documents, and access (for the purposes of interview by internal or external lawyers) to the Contractor's personnel, in which case Contractor shall comply with such notice and requirements, and shall give such assistance and access to the documents and the Contractor's personnel as Company may reasonably require. Contractor must (at its own cost and expense) provide all reasonable assistance (including the provision of information) to Company to allow Company to comply with its obligations under the Anti-Slavery Laws. Contractor must establish and maintain policies and procedures required by Applicable Laws to ensure that Contractor and its personnel comply with the obligations set out in this Section 4.3. Contractor must ensure that its policies and procedures as contemplated in this Section 4.3 contain requirements that information will be provided to the Contractor's personnel in relation to the matters addressed by the policies and procedures, and the Contractor must ensure that the Contractor's personnel carrying out activities relating to this Agreement review and incorporate such information, and that records of each individual's adherence is retained.

## 5. Status.

5.1. Independent Contractor. Contractor shall act in the capacity of an independent contractor in accordance with Applicable Laws with respect to the Company, and not as an employee or authorized agent of the Company. Contractor shall have no authority to enter into contracts or binding commitments in the name or on behalf of the Company. Contractor makes the following representations to the Company regarding its independent contractor status:

- (a) If contractor is a corporation or other business entity, the entity is in good standing in the jurisdiction in which it is incorporated (and such entity's proper name is reflected on this Agreement and on the accompanying W9 form provided to the Company);
- (b) Contractor generally holds contractor out to the public as being in business for the sole benefit of contractor, and contractor will supply to the Company a URL, LinkedIn or other

social media listing, business card, letterhead, or other marketing material to demonstrate that contractor holds contractor out to the public as being in business for purposes of serving the public generally, and not just the Company.

(c) Contractor shall solely determine the means and manner of doing the work specified in this Agreement and understands that the Company may not control or dictate the means and manner of such work.

In addition to the foregoing, Contractor will not use the Company's logo or marks without prior written approval, and then such use shall be only for the benefit of the Company and at the direction of the Company. Contractor shall not be, nor represent itself as being, an agent of the Company, and shall not be, nor represent itself as being, authorized to bind the Company. Contractor agrees, acknowledges and understands that neither it nor its employees or agents shall have the status of an employee of the Company and shall not participate in any employee benefit plans or group insurance plans or programs (including, but not limited to salary, bonus or incentive plans, stock option or purchase plans, or plans pertaining to retirement, deferred savings, disability, medical or dental), even if it is considered eligible to participate pursuant to the terms of such plans. In addition, Contractor understands and agrees that consistent with its independent contractor status, neither it nor its employees or agents will apply for any government-sponsored benefits intended only for employees, including, but not limited to, unemployment benefits. Contractor's exclusion from benefit programs maintained by the Company is a material component of the terms of compensation negotiated by the parties, and is not premised on Contractor's status as a non-employee with respect to the Company. To the extent Contractor or its employees or agents may become eligible for any benefit programs maintained by the Company (regardless of timing or reason for eligibility), Contractor hereby waives its right to participate in the programs. Contractor's waiver is not conditioned on any representation or assumption concerning Contractor's legal status as a contractor or employee.

5.2. Taxes. Because Contractor is an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other similar statutory obligations including, without limitation, Workers' Compensation Insurance, Unemployment Insurance, or State Disability Insurance. Contractor shall defend, indemnify and hold Company harmless from any and all claims made by any entity on account of an alleged failure by Contractor to satisfy any such tax or withholding obligations. Contractor warrants that it has sought and

obtained independent advice regarding the tax consequences of the payments made pursuant to this Agreement. Contractor must be prepared to provide evidence of tax documentation to Company upon request. The Contractor will indemnify and hold the Company harmless from and against any and all tax, employment, or social security liabilities imposed on the Company by any governmental authority as a result of the Contractor's failure to pay income taxes, employment taxes, social security contributions or any other taxes or governmental contributions levied on payments made by Company to the Contractor under this Agreement or arising out of this Agreement.

5.3. No Conflict. The Contractor retains the right to perform services for others during the Term as long as such other services do not disrupt or otherwise conflict with the terms and conditions of this Agreement or Contractor's performance of Services.

5.4. Non-exclusivity. This Agreement is nonexclusive, and the Company may, during the Term, engage other or additional independent contractors to perform the same work that Contractor performs hereunder.

5.5. Additional Obligations. Contractor shall procure all equipment and materials necessary for it to perform the Services (including computers, software and a sufficient internet connection), at its own expense, unless otherwise expressly set forth in the Scope of Work. Contractor may perform the Services from any location unless otherwise expressly set forth by the Company or in the Scope of Work, if applicable, and Contractor will control the method and manner of its performance of Services and its own schedule.

5.6. Non-Solicitation. During the Term, and for a period of one (1) year from the termination or expiration of this Agreement, Contractor shall not solicit, hire, induce, aid or suggest to any of the employees, contractors, or other persons having a business or contractual relation with the Company or any of its Affiliates to leave such employ, cease consulting, or terminate such contractual or business relationship with such entity. Contractor acknowledges that the provisions of this Section are reasonable and necessary to protect the Company's legitimate interests, and any breach would result in irreparable harm to the Company or its Affiliate.

5.7. Non-disparagement and Cooperation. To the maximum extent permitted under Applicable Laws, during the Term and thereafter for five (5) years, neither party shall make any disparaging comments or remarks regarding the other party or their respective Affiliates. This non-disparagement agreement shall not in any way prevent the parties from disclosing any information to their attorneys or in response to a lawful subpoena or court order requiring disclosure of information.

6. Fees and Payment. Company will pay Contractor in accordance with the project rates as stated in the applicable project terms. Such payment terms may be updated from time to time. Contractor acknowledges and agrees that some project work may not be paid on a time-spent basis and may be paid based on per-task or deliverables-accepted basis. Contractor further acknowledges and agrees that it is Contractor's responsibility to ask questions and seek clarity before performing work. If required, Contractor shall submit written invoices for conforming Services performed in accordance with Company's then current invoicing policy. Depending on such policy, this may include, but is not limited to itemizing in reasonable detail the dates and times on which Services were performed, the number of minutes spent on such dates and a brief description of the Services rendered. Company shall pay Contractor the amounts due pursuant to submitted reports within 30 days after such invoices are received by Company conditioned upon each itemized activity being reviewed and approved by Company in accordance with standard Company practices and policies, as they may exist from time to time. Contractor shall be responsible for all expenses incurred by it in performing this Agreement. This includes, but is not limited to, automobile and other travel expenses; meals, insurance premiums, telephone, and all expenses and any other compensation paid to complete the work under this Agreement. Company may offset the amount of any payment otherwise payable to or on behalf of Contractor by the amounts that is or becomes due and payable, including but not limited to reasonable costs, and Contractor shall be deemed to have consented to such offsets. In the event of any error relating to payment to Contractor that can be reasonably corrected or minimized, Contractor acknowledges and agrees that Company reserves the right but not the obligation to attempt to correct or minimize such error. Contractor acknowledges and agrees that such remedial actions may cause delays in payment and will provide reasonable cooperation.

7. Ownership.

## 7.1. Company Rights.

7.1.1. All Results are and will be the sole and exclusive property of the Company (with Company having the sole right and option to then transfer any and all Company's rights and Results to Company's customers), and Contractor hereby irrevocably, expressly and automatically assigns, in perpetuity, all right, title and interest in and to such Results to the Company, including, without limitation, all copyrights, patent rights, trade secrets, trademarks, moral rights, rights in goodwill or to sue for passing off, and all other applicable proprietary and intellectual property rights throughout the world (collectively, "Intellectual Property Rights").

7.1.2. If Contractor has any rights to the Results that cannot (as a matter of law) be assigned to the Company in accordance with the foregoing, Contractor unconditionally and irrevocably: (i) waives the enforcement of such rights; and (ii) grants to the Company an exclusive, irrevocable, perpetual, worldwide, royalty-free license (a) to reproduce, create derivative works of, distribute, publicly perform, publicly display, digitally perform, and otherwise use and exploit such Results, (b) to use, make, have made, sell, offer to sell, import, and otherwise exploit any product or service based on, embodying, incorporating, or derived from the Results, and (c) to exercise any and all other present or future rights not yet known in the Results, in each case with the right to sublicense such rights through multiple levels of sublicensees.

7.1.3. Contractor warrants to the Company that: (a) Contractor has not given and will not give permission to any third party to use any of the Results or the related Intellectual Property, (b) Contractor is unaware of any use by any third party of any of the Results or Intellectual Property Rights in the Results; and (c) the use of the Results or the Intellectual Property Rights in the Results by Company and Clients will not infringe the rights of any third party.

7.1.4. Contractor waives any moral rights in the Results to which he or she is now or may at any future time be entitled under Applicable Laws in any jurisdiction. Contractor acknowledges that no further fees or compensation other than those provided for in this Agreement are due or may become due to Contractor in respect of the performance of its

obligations under this Section 7. Contractor agrees that it has no right to use any of the materials or products created or produced under this Agreement.

7.2. Additional Agreements. Contractor will ensure that each of its personnel who will have access to any Proprietary Information (defined in Section 8) or perform any Services has entered into a binding, effective, written agreement, enforceable under Applicable Laws, with Contractor that: (a) is expressly for the benefit of the Company; (b) irrevocably conveys to Contractor all right, title, and interest, including intellectual property rights, in and to all portions of the Results developed by such employee, to at least the same extent as such rights are conveyed to the Company in this Section 7; and (c) requires such personnel to maintain the confidentiality of, refrain from using, and otherwise protect Propriety Information to at least the same extent as Section 8.

7.3. Data; License. As used herein “Data” means (a) all data and information (i) submitted to Contractor by the Company or a Client, (ii) obtained, developed, or produced by Contractor in connection with this Agreement, or (iii) to which Contractor has access in connection with the provision of Services and (b) all derivatives of any of the foregoing. All Data (and any and all Intellectual Property Rights therein) to which Contractor may have access hereunder is and shall remain the sole property of the Company. For any Data submitted to Contractor by the Company or Client, the Company grants Contractor a limited, non-transferable, nonexclusive license to use, copy and modify such Data solely in order to perform Services solely during the term of the Scope of Work under which such Services are performed. All Data will be considered Results and assigned to the Company as provided in this Section 8. Upon the Company’s request from time to time or at any time, at the end of a Scope of Work or this Agreement or, with respect to any particular Data, on such earlier date that the same shall be no longer required by Contractor in order to render the Services hereunder, Contractor shall promptly provide an electronic copy of all Data to the Company, in the format reasonably requested by the Company. If the Company requests at any time, Contractor shall destroy all copies of the Data in Contractor’s possession or control. Contractor shall not withhold any Data as a means of resolving any dispute. Contractor shall not use Data for any purpose other than that of rendering the Services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit Data. Contractor will not provide access to any Data pertaining to a particular Client to any other Client or any other person or entity other than Company. Contractor shall not possess or assert any lien or other right against or to Data. Contractor shall establish and maintain environmental, safety and facility procedures, data security procedures and other

safeguards against the destruction, loss, unauthorized access to, or alteration of Data in the possession of Contractor which are (i) in conformance with any requirements set forth in the applicable Scope of Work, and (ii) in any event no less rigorous than those maintained by Contractor for its own information of a similar nature. As part of the Services, Contractor shall develop and maintain procedures for the reconstruction of lost Data, and Contractor shall use its best efforts to correct, at the Company's request, any material destruction, loss or alteration of any Data caused by Contractor or any Contractor personnel. In the event of a known or reasonably suspected Data Breach, Contractor shall notify Company promptly (not later than 24 hours) after becoming aware of a Data Breach and shall, when such information is known or available, provide Company with details of the Data Breach, a point of contact, and the measures taken or to be taken to address the Data Breach. Contractor shall not inform any third party of any Data Breach without first obtaining Company's written consent, except as may be strictly required by Applicable Laws.

7.4. Cooperation. Contractor shall perform, during and after the Term, all acts deemed necessary or desirable by the Company to permit and assist it, at Contractor's hourly rate as listed in the relevant Scope of Work (or, if no hourly rate is specified in the Scope of Work, at such rate the Company in its reasonable discretion deems reasonable), in evidencing, perfecting, obtaining, maintaining, defending and enforcing Intellectual Property Rights and/or Contractor's assignments herein. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Contractor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as Contractor's agents and attorneys with full power of substitution, to act for and in behalf and instead of Contractor, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Contractor.

7.5. Moral Rights. Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively, "Moral Rights"). To the extent such Moral Rights cannot be assigned under Applicable Laws and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Contractor hereby ratifies and consents to any action of the Company that would violate such Moral Rights in the absence of such ratification/consent. Contractor will

confirm any such ratifications and consents from time to time as requested by the Company.

7.6. License. If any Intellectual Property Rights or inventions assigned hereunder or any Results are based on, or incorporate, or are improvements or derivatives of, or cannot be reasonably made, used, modified, maintained, supported, reproduced and distributed or otherwise fully exploited without using or violating technology or Intellectual Property Rights owned or licensed by Contractor and not assigned hereunder, Contractor hereby grants the Company a perpetual, irrevocable, worldwide, fully paid up, royalty free, nonexclusive, sublicensable right and license to exploit and exercise all such technology and Intellectual Property Rights in support of the Company's exercise or exploitation of any Results or assigned Intellectual Property Rights or inventions (including any modifications, improvements and derivatives works thereof).

## 8. Confidentiality.

8.1. Definition. For purposes of this Agreement, "Proprietary Information" means: (i) all information of the Company and all information of the Client, in each case disclosed or made available to Contractor and that is marked or otherwise identified as confidential, and (ii) all information of the Company and all information of the Client, in each case disclosed or made available to the Contractor, whether or not so marked or designated, that the Contractor knows or reasonably should know, based on the circumstances of disclosure, to be confidential. Proprietary Information shall not include information that Contractor can demonstrate: (1) was publicly available at the time it was communicated to Contractor; (2) became publicly available subsequent to the time it was communicated to Contractor through no fault of the Contractor and without a knowing violation of a confidentiality agreement; or (3) was in the Contractor's possession free of any obligation of confidence at the time it was communicated to the Contractor as evidenced by Contractor's written records kept in the ordinary course. The terms of this Agreement (including without limitation each Scope of Work), all Results and all Data, constitute Proprietary Information.

8.2. Obligations. Contractor shall, during the Term and for five (5) years thereafter, unless otherwise specified in writing, or in the Scope of Work, for a longer period of time with

respect to any given Client, hold all Proprietary information in strict confidence and shall treat such Proprietary Information with the same degree of care that it uses to protect its own Proprietary Information (in no event less than that which is reasonably required to protect the Proprietary Information). Contractor will not use Proprietary Information in any way and will not disclose such Proprietary Information to any third party, except as contemplated by this Agreement; provided, that Contractor shall only use such information for the sole benefit of the Company as required to fulfill its obligations under this Agreement. Notwithstanding the above, Contractor shall not be in violation of this Section with regard to a disclosure that was (i) required by applicable disclosure laws, or (ii) in response to a valid order by a court or other governmental body, in which case the Contractor must provide the Company with prior written notice of such disclosure in order to permit the Company to seek confidential treatment of such information, and must cooperate in any attempt to seek such confidential treatment.

8.3. Additional Restrictions. Contractor may not reproduce Proprietary Information in any form except as required to accomplish the intent of this Agreement. Any such reproduction shall remain the property of the Company and shall contain any and all confidential or proprietary notices or legends that appear on the original. Nothing contained in this Agreement shall be construed as granting to Contractor any property rights, by license or otherwise, to any Proprietary Information, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Proprietary Information. Contractor shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Proprietary Information. Contractor shall not communicate any information to any party in violation of the proprietary rights of any third party. Contractor shall not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Proprietary Information without the Company's prior written consent.

8.4. Disclosure. Contractor shall immediately notify the Company upon discovery of any loss or unauthorized disclosure of any Proprietary Information.

8.5. Return of Materials. Upon termination or expiration of the Agreement, or upon written request of the Company, Contractor shall promptly return to the Company all documents and other tangible materials representing Proprietary Information and all copies thereof in Contractor's possession or control.

## 9. Representations and Warranties.

9.1. General. Contractor represents and warrants that, as of the Effective Date and at all times during the Term: (i) Contractor's performance of the Services and all terms of this Agreement will not breach any agreement that Contractor has with another party including, without limitation, any agreement to keep in confidence proprietary information acquired by Contractor in confidence or trust prior to the execution of this Agreement; (ii) Contractor is not and will not be bound by any agreement, nor has assumed or will assume any obligation, which would in any way be inconsistent with the Services to be performed by Contractor under this Agreement; (iii) in performing the Services, Contractor will not use any confidential or proprietary information of another party, or infringe the Intellectual Property Rights of another party, nor will Contractor disclose to the Company, or bring onto the Company's premises, or induce the Company to use any confidential or proprietary information of any person or entity other than the Company or Contractor; (iv) Contractor will abide by all Applicable Laws and the Company's safety rules in the course of performing the Consulting Services; (v) Contractor will not use or retain any other individual(s) or employee(s) in performing services for the Company except with prior written approval has been obtained from the Company; (vi) in the event Contractor uses or retains any other individual(s) in performing services for the Company, Contractor hereby assumes full responsibility for all actions of all such individuals, and agrees to indemnify and hold the Company harmless from any and all claims by such individuals relating to services performed in conjunction with this Agreement; (vii) all of Contractor's employees and contractors, as applicable, performing any of the Services have executed written non disclosure, assignment of rights and other appropriate agreements sufficient to protect the confidentiality of the Proprietary Information as required herein, and sufficient to allow Contractor to grant the assignments and licenses to the Company as provided herein;; and (viii) Contractor shall not include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus or other code of any kind that may disable, erase or otherwise impair the hardware, software, data or files of the Company or any third party.

## 9.2. Privacy

Matters. If the Contractor has access to or will be processing Personal Data, the Contractor represents and warrants that (i) Contractor shall ensure appropriate Organizational and Technical Measures are engaged to protect Personal Data, where such Personal Data is proce

ssed as part of the Service of the Contractor and make available to the Company and/or Company, certifications or attestations to same; (ii) Contractor will abide by all Applicable Laws and Applicable Standards; (iii) Contractor will reasonably cooperate with the Company in respect of any Legal Requests; and (iv) in the event Contractor uses or retains any other individual(s) in performing services for the company, those individuals shall ensure appropriate Organizational and Technical Measures are engaged to protect Personal Data, where such Personal Data is processed as part of the Service of the Contractor and make available to the Company and/or Company, certifications or attestations to same. Contractor hereby assumes full responsibility for all actions of all such individuals, and agrees to indemnify and hold the Company harmless from any and all claims by such individuals relating to Services performed in conjunction with this Agreement. In the event of a known or reasonably suspected Data Breach affecting Personal Data, Contractor shall immediately (not later than 24 hours) notify Company, such notification to be provided, at a minimum, by email with a read receipt to [dpo@appen.com](mailto:dpo@appen.com). In facilitating the investigation and remediation of a Data Breach involving Personal Data, Contractor shall (and shall ensure that any other individual(s) used or retained by Contractor) cooperate fully with Company.

10. Indemnity. Contractor will defend, indemnify and hold the Company and its Affiliates (and their respective employees, directors and representatives) harmless against any and all losses, liabilities, damages, claims, demands and suits, regulatory fines, and related costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising or resulting, directly or indirectly, from Contractor's gross negligence or intentional misconduct, and: (i) Contractor's development and provision of Services or Results; (ii) any act or omission of Contractor (or its agents) or Contractor's (or its agents and affiliates) breach of any representation, warranty or covenant of this Agreement, and/or (iii) infringement of any third-party intellectual property rights by the Results, the Company's or Client's use of the Results or Contractor's performance of the Services.

## 11. Miscellaneous.

11.1. Assignment. This Agreement constitutes a personal contract that may not be transferred or assigned by Contractor without the prior written consent of Company. Company may assign this Agreement and will use commercially reasonable efforts to notify Contractor thereof as soon as practical, and the Company may assign a

Scope of Work and will use commercially reasonable efforts to notify Contractor thereof as soon as practical. The obligations and rights of each party under this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of such party.

11.2. Waiver, Modification; Interpretation. No waiver of any provision of this Agreement or modification or amendment of same shall be effective, binding or enforceable unless in writing and signed by the party against which it is sought to be enforced. Headings are meant for convenience of reference only and do not form a part of the terms, conditions, or covenants of this Agreement or give full notice thereof. As used in this Agreement, the masculine includes the feminine and neuter, and the singular includes the plural.

11.3. Severability. All agreements and provisions contained herein are severable, and in the event any of them shall be held to be invalid or unenforceable by any competent tribunal, this Agreement shall be interpreted as if such invalid or unenforceable agreements or provisions were not contained herein and the rest of the agreements and provisions shall remain enforceable to the fullest extent possible under Applicable Laws.

#### 11.4. Governing Law and Dispute Resolution

(a) Governing Law and Dispute Resolution. All disputes under this Agreement and in the interpretation or validity of any provision thereof shall be exclusively governed by the laws of Delaware, United States, without regard to conflict of law principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Except for injunctive relief or instances involving fraud or security, all disputes arising out of or relating to this Agreement, including but not limited to any claim for contractual breach, invalidity, or termination, must first be attempted in good faith by the parties to be resolved via Company's then current dispute resolution process as applicable. If the parties then cannot resolve their dispute by mediation within a reasonable time, then the dispute shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the International Chamber of Commerce (ICC) then in effect, by one arbitrator appointed in accordance with such rules. The arbitration shall be held in King County, Washington, United States of America (or ICC's next nearest location to where Appen maintains a permanent office or as otherwise the parties mutually agree in writing for the convenience of both parties), and the language of the arbitration

shall be English. The arbitrator shall have the power to grant any remedy that would be available in a court of law, including but not limited to injunctive relief. The arbitrator's decision shall be final and binding on the parties, and may be entered as a judgment in any court of competent jurisdiction. Company will pay up to \$500 US dollars of any initial arbitration filing costs reasonably incurred by Contractor, if reasonably requested and documented in writing by Contractor. **If for any reason a claim proceeds in court rather than in arbitration, each party hereby waives any and all right to a jury trial.**

(b) Waiver of Class Action and Representative Proceedings. **To the fullest extent permitted under Applicable Laws, the parties hereby waive any and all claims or disputes that they may have against each other, or any of their agents or affiliates, shall be resolved only on an individual basis, and not as a class action, representative action, or consolidated action in any fashion (whether in court, arbitration, or otherwise), and each party hereby waives any right that they may have to assert any such claim or dispute on a class action, representative action, or consolidated action basis, or to participate in any case or dispute as such.** If Contractor is a resident of Australia at the time of execution of this Agreement, Contractor may opt out the class action waiver within thirty (30) days of the date this Agreement only by providing written notice by providing via email to [legal@appen.com](mailto:legal@appen.com) and to [insert Crowd email] stating your full name, address, and the date you executed this Agreement. You must also include the following statement: "*I, [your name], hereby opt out of the class action waiver in the Master Service Agreement between [your company name] and me.*"

(c) To the extent permitted under Applicable Laws, in addition to any other remedy or damages, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs, including, but not limited to, litigation fees and costs incurred in such action, proceeding or counterclaim.

11.5. Advice of Separate Counsel. The parties agree that they have each read this Agreement, that they understand its content and meaning, and that they have executed it of their own free will in accordance with their own judgment and after having an opportunity to obtain the advice of separate counsel of their choosing.

11.6. Complete Agreement; Merger. This Agreement contains the complete agreement concerning the arrangement between the parties regarding the subject matter stated therein and shall, as of the effective date hereof, supersede all other agreements between the parties with respect to its subject matter. The parties stipulate that neither of them has made any representations concerning the execution and delivery of this Agreement except such representations as are specifically set forth herein and in any application by the Contractor and each of the parties hereto further acknowledges that any statements or representations that may heretofore have been made by either of them to the other are of no effect and that neither of them has relied thereon in connections with his or its dealings with the other. Contractor agrees that the Company may rely upon the information provided by Contractor in its application to the Company and that the information is both truthful and accurate. Contractor agrees that any falsehood or inaccuracy in the application constitutes a material breach of this Agreement.

11.7. Notices and Records, Electronic Signature. At all times, Contractor shall maintain its current records address and other contact information, using the tool available on the Company web site/s. Except as otherwise expressly stated, all notices and consents required or permitted to be given under this Agreement shall be in writing and shall be deemed given when personally delivered, or if not personally delivered then shall be deemed given upon receipt after having been sent by facsimile, email, or certified mail, postage prepaid, return receipt requested to the other party's address, or by commercial courier. Notices to the Company shall be sent to the following address and to the address on the relevant Scope of Work, if applicable:

Company Address:

Appen AI Pty Ltd.

Email: [legal@appen.com](mailto:legal@appen.com)

Contractor acknowledges and agrees that by signing electronically and/or by clicking "I Agree" or "Accept" or other reasonable means of accepting this Agreement, Contractor expressly agrees to be bound by the terms and conditions set forth in this Agreement and that the Company may rely on Contractor's electronic signature. Contractor further agrees that any policies and conditions or other documentation relating to a Client or the terms of this Agreement are expressly included in the provision for electronic signature and

Company may rely on Contractor's agreement hereto. Contractor expressly agrees to accept notices under this Agreement by email. The Company address may be changed by notice to the Contractor.

11.8. Limit of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, IN NO EVENT WILL COMPANY, COMPANY'S AGENTS, NOR THEIR RESPECTIVE AFFILIATES, EMPLOYEES, CONTRACTORS, CUSTOMERS, SHAREHOLDERS OR AGENTS, BE LIABLE TO CONTRACTOR OR CONTRACTOR'S AGENTS OR AFFILIATES, FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OR MISUSE OF DATA, OR LOSS OF TIME) ARISING FROM OR RELATING TO THIS AGREEMENT (REGARDLESS OF THE THEORY OF LIABILITY) EVEN IF COMPANY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF, OR COULD REASONABLY HAVE PREVENTED, SUCH DAMAGES, AND IN NO EVENT WILL COMPANY, COMPANY'S AGENTS, NOR THEIR RESPECTIVE AFFILIATES, EMPLOYEES, CONTRACTORS, CUSTOMERS, SHAREHOLDERS OR AGENTS' TOTAL AGGREGATE LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID OF UNDISPUTED AMOUNTS MADE BY COMPANY TO CONTRACTOR UNDER THE APPLICABLE SCOPE OF WORK DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THIS ALLOCATION IS REFLECTED IN THE PAYMENT TERMS OFFERED BY APPEN TO CONTRACTOR AND IS AN ESSENTIAL COMPONENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

11.9. Liquidated Damages. Contractor acknowledges and agrees that the time and expenses involved in proving in any forum the actual damage or loss suffered by the Company if the Contractor materially breaches this Agreement or makes material misstatements regarding the Contractor's identity or provides other inaccurate information to the Company (including providing false information concerning number of hours expended on any task under this Agreement), make such an action appropriate for liquidated damages. Accordingly, instead of requiring any proof of damages or losses, the Contractor agrees that as liquidated damage for each single incident of material breach of this Agreement or misstatement of fact (including but not limited to the Contractor's true identity) (but not as a penalty), the Contractor shall pay to the Company up to Twenty Thousand Australian Dollars (AUS \$20,000.00). In addition, the Company shall have the right to recover its reasonable costs and attorneys' fees for enforcing any material breach of this Agreement. Similarly, shall a court or arbitrator hold that the Company did not prove

a claim it might make of material breach of this Agreement by the Contractor for which liquidated damages are payable, the Contractor shall have the right to recover its reasonable costs and attorneys' fees incurred in defending against such claim. Neither the material breach of this Agreement nor the payment of liquidated damages shall affect the continuing validity or enforceability of this Agreement, nor shall it prevent the Company from seeking actual damages [in lieu of liquidated damages], injunctive or other equitable relief.

11.10. Injunctive Relief. Nothing in this Agreement, including, without limitation Section 11.4, will limit either party's right to seek immediate injunctive or other equitable relief whenever the facts or circumstances would permit a party to seek such relief in any court of competent jurisdiction. Contractor acknowledges that its breach of the Company's Intellectual Property Rights or violation of Proprietary Information may cause irreparable damage and hereby agrees that the Company shall be entitled to injunctive relief in the event thereof, without the necessity of posting bond, as well as such further relief as may be granted by any court of competent jurisdiction.

11.11. Cumulative Remedies, Waiver and Severability. All rights and remedies, whether conferred hereunder, or by any other instrument or law, unless otherwise expressly stated, will be cumulative and may be exercised singularly or concurrently. The failure of either party to enforce any of the provisions hereof will not be construed to be a waiver of the right of such party thereafter to enforce such provisions. If one or more provisions in this Agreement are ruled entirely or partly invalid or unenforceable by any court or governmental authority of competent jurisdiction, then: (i) the validity and enforceability of all provisions not ruled to be invalid or unenforceable shall remain unaffected; (ii) the effect of such ruling shall be limited to the body making the ruling; (iii) the provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the parties shall reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and (iv) if the ruling, or the controlling principle of law or equity leading to the ruling, is subsequently overruled, modified, or amended, then the provision(s) in question, as originally set forth in this Agreement, shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LIMITATIONS OF LIABILITY OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE ENFORCEABLE TO THE MAXIMUM

ALLOWED BY APPLICABLE LAW SEVERABLE AND INDEPENDENT OF ANY OTHER SUCH PROVISION AND TO BE ENFORCED AS SUCH. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT TO THE MAXIMUM ALLOWED BY APPLICABLE LAW.

11.12. Survival; Interpretation. The provisions of this Agreement that may be reasonably interpreted as surviving its termination, including the applicable provisions of Sections 7, 8, 9, 10 and 11 shall continue in effect after termination of this Agreement. No provision of this Agreement shall be construed against by any court or other authority against any party hereto by reason of such party's being deemed to have drafted or structured such provisions.

Contractor acknowledges and agrees that by signing electronically Contractor expressly agrees to be bound by the terms and conditions set forth in this Agreement and that the Company may rely on Contractor's electronic signature. Contractor further agrees that any requirements or documentation relating to a Client or the terms of this Agreement are expressly included in the provision for electronic signature and Company may rely on Contractor's agreement hereto.

CONTRACTOR HAS READ THIS AGREEMENT CAREFULLY, HAS HAD AN OPPORTUNITY TO ASK QUESTIONS AND SEEK THEIR OWN COUNSEL, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS WHICH ARE IMPOSED UPON CONTRACTOR WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO CONTRACTOR TO INDUCE CONTRACTOR TO ACCEPT THIS AGREEMENT. CONTRACTOR ACCEPTS THIS AGREEMENT VOLUNTARILY AND FREELY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which is effective as of the Effective Date.

**Effective Date:**

**Name:**

**Signature :**