

Snag Work Terms of Service

These Snag Work Terms of Service (“Terms”) apply to and govern each Snag Work Sales Order Agreement (“Agreement”) entered into by and between Snag Work LLC (“Snag Work”) and the Client indicated on the Snag Work Sales Order Agreement (“Client”).

1. Services and Payment

1.1 Client may procure from Snag Work on an as needed and as available basis the following services with respect to temporary workers (“Workers” or “Contractors”): recruitment, onboarding, orientation and staffing (the “Services”) at the locations agreed upon by Client and Snag Work. Services will be provided in accordance with Exhibit A (“Scheduling Code of Conduct”) and the parties agree to comply with the Scheduling Code of Conduct.

1.2 Client agrees to pay for all of the Services at the prices and rates specified in the Agreement without offset or deduction. All such payments will be billed to Client’s credit card weekly or paid by ACH transfer weekly. If any such payment is not paid when due hereunder, Client agrees to pay Snag Work interest on such overdue payment at the rate of 1 1/2% per month, or the highest rate permitted by applicable law, whichever is lower, and to reimburse Client on demand for all costs of collection incurred by Snag Work, including, without limitation, its reasonable attorneys’ fees and costs.

2. Independent Contractor Relationship

2.1 The relationship between Snag Work and Client is that of independent contractors. Nothing herein is intended to or will be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose, or to impose upon the parties any of the duties or responsibilities of partners, joint venturers, agents or joint employers. Neither party has the authority to make any representation, contract or commitment on behalf of the other unless otherwise expressly authorized in a written document signed by both parties.

2.2 Nothing in the Agreement or these Terms will prohibit Snag Work from performing similar services for entities other than Client during the term of this Agreement, so long as Snag Work’s actions do not otherwise violate the terms of this Agreement.

3. Term and Termination

3.1 The term will be as set out in the Agreement.

3.2 In the event of a termination of the Agreement, Client will pay all fees owed for Services performed or hiring fees incurred through the termination date of the Agreement.

4. Workers

4.1 Snag Work will pay Workers for all Services they perform for Client pursuant to this Agreement. Client agrees and warrants that at no time will it or its managers cause a Worker to work time that is not recorded to Snag Work or is otherwise "off the clock."

4.2 It is the express intent of the parties that Workers will be employees of Snag Work and not of Client. The parties agree that Workers dictate their own availability, and the Workers have full discretion as to whether to accept shifts offered by Client through Snag Work. It is expressly agreed that Snag Work retains control over hiring and compensating Workers who perform Services pursuant to this Agreement.

4.3 In the event that Client hires a Worker for a full or part time employment position with Client, Client agrees to notify Snag Work immediately and pay Snag Work a cost per hire amount as specified in the Agreement. Notwithstanding anything to the contrary in the Agreement or these Terms, if Client hires a Worker for either a full time or part time position, Snag Work will be released of all legal and financial responsibilities with respect to that Worker and its relationship with Client, effective the date the Worker is hired by the Client.

4.4 Client acknowledges and agrees that it will not place any Workers at a location subject to a collective bargaining agreement.

5. Confidentiality

5.1 "Confidential Information" as used in will mean information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party") that (1) if disclosed in tangible or electronic form bears a confidentiality legend, (2) if disclosed orally is identified as confidential at the time of disclosure or is information of a type or nature that a reasonable person would understand is confidential or proprietary. Confidential Information will include, without limitation, (a) concepts and ideas relating to the development and distribution of content in any medium or to the current, future and proposed products or services of the Disclosing Party or its subsidiaries or affiliates; (b) trade secrets (including but not limited to recipes and product formulations), drawings, inventions, know-how, software programs, and software source documents; (c) information regarding plans for research, development, new service offerings or products, marketing and selling, business plans, business forecasts, budgets and unpublished financial statements, licenses and distribution arrangements, prices and costs, suppliers and customers; (d) existence of any business discussions, negotiations or agreements between the parties; and (e) any information regarding the skills and compensation of employees, contractors or other agents of the disclosing party or its subsidiaries or affiliates.

5.2 Receiving Party agrees that all Confidential Information furnished to it by the Disclosing Party and its designated representatives, whether orally or by means of written material, and including Confidential Information furnished prior to the date of this Agreement, (a) will be deemed proprietary and will be held by the Receiving Party in strict confidence; (b) will not be disclosed or revealed or shared with any other person except for the Receiving Party's professional advisors in connection with any defense of claim with respect to an alleged disclosure of any such Confidential Information or those individuals or entities specifically authorized by the Disclosing Party in advance; and (c) will not be used other than for purposes of, and in connection with, the performance of the Receiving Party's obligations under this Agreement.

5.3 A Receiving Party's obligations as set forth in this Section 5 will not apply with respect to any portion of the Confidential Information that: (a) was in the public domain at the time it was communicated to the Receiving Party; (b) entered the public domain through no fault of the Receiving Party, subsequent to the time it was communicated to Receiving Party by the Disclosing Party; (c) was in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party by the Disclosing Party; (d) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was communicated to the Receiving Party by the Disclosing Party; (e) was developed by employees or agents of the Disclosing Party independently of and without reference to any information communicated to the Receiving Party by the Disclosing Party; (f) was communicated by the Disclosing Party to an unaffiliated third party free of any obligation of confidence (g) was not labeled or identified as "Confidential" by the Disclosing Party prior to or at the time of disclosure to the Receiving Party, unless such information is of a type or nature that a reasonable person would understand is confidential.

5.4 All such material and any copies thereof will be promptly returned upon request of the Disclosing Party, or if agreed between Snag Work and Client, the Receiving Party may be permitted to Destroy such materials (and copies thereof). If Receiving Party Destroys such

materials, the Receiving Party may retain one copy of the Confidential Information as necessary for compliance with laws and its data retention policies, provided that such copy will remain subject to the nondisclosure and confidentiality provisions of this Agreement. For information in electronic form or intangible media, "Destroy" as used in this Section means to delete or remove data from a file, file system or database software using the standard delete features of such software. The obligation to Destroy does not require the deletion or removal of data from backup or archival files that are only used for system recovery or data restoration purposes.

5.5 Each Party agrees that the obligations under this Section are continuing and will survive the termination of this Agreement for a period of 2 years.

5.6 The Receiving Party acknowledges that any breach of the undertaking to maintain the confidentiality of the Disclosing Party's Confidential Information will cause irreparable injury to the Disclosing Party and such Party will have the right to take such action it deems necessary to protect its rights hereunder, including without limitation, injunctive relief, without bond and without prejudice to any other rights and remedies as may be available to that party at law or equity for a breach or threatened breach of this or any other Section of this Agreement.

6. Safety and Compliance with Laws

6.1 Client will be solely responsible, at its own cost, to: (i) provide, in good condition, all tools, safety and work equipment, supplies, and specialized clothing that may be required for the performance of work by Workers in the normal course of providing the Services (but not equipment required by Contractor due to his or her individual needs); (ii) provide a work environment compliant with all applicable OSHA and other workplace safety requirements and provide information and training with respect to any hazardous substances or conditions to which Workers may be exposed at the worksite, as required by law; (iii) assign Workers only to attended premises; (iv) direct, control, supervise and safeguard its premises, processes and systems; and (v) direct and supervise Workers when handling cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments or other valuables. Client will not: (i) request or permit a Worker to use any vehicle in connection with the provision of Services; or (ii) change the Services a Worker is asked to perform or the risks associated with the Services without Snag Work's prior written approval.

6.2 Snag Work and Client will comply with all applicable federal, state and local laws and regulations as such laws and regulations pertain to the Workers and this Agreement. Client agrees to maintain at all times policies prohibiting discrimination, harassment and retaliation against Workers and to provide reasonable avenues to permit Workers to complain about any such actual or perceived violations. Client will comply with all OSHA requirements and applicable laws concerning meal and rest breaks as they pertain to Workers.

6.3 Snag Work will be responsible for compliance with the Affordable Care Act ("ACA") as it may pertain to the Workers, as well as for calculation of and payment of compensation to the Workers.

7. Insurance/Waiver

7.1 Snag Work will maintain workers' compensation insurance for the benefit of the Workers consistent with the applicable law in any state in which Workers are performing services for Client.

8. Indemnification

8.1 Each Party agrees to indemnify, defend, and hold harmless the other party, including its subsidiaries, affiliates, and related companies and its respective directors, officers, agents, and employees (the "Indemnified Parties") from and against any and all liability, loss, damages, costs, attorneys' fees, or other expenses of any kind, claimed by a third party unrelated to the party seeking indemnification for damages, injunction or other legal relief, to the extent that such arise directly out of: (i) the indemnifying party's material breach of the Agreement or these Terms; or (ii) the indemnifying party's breach of any applicable law.

8.2 Snag Work will indemnify, defend, and hold the Client Indemnified Parties harmless from and against any and all losses, liabilities, damages, claims, demands, suits, actions or judgments, and all costs and expenses, including attorneys' fees, based upon, any workers' compensation claim brought by a Worker against Client arising out of the Services provided by a Worker pursuant to this Agreement that are within the scope of Services that Snag Work has assigned the Worker to provide.

8.3 Client will indemnify, defend, and hold the Snag Work Indemnified Parties harmless from and against any and all losses, liabilities, damages, claims, demands, suits, actions or judgments, and all costs and expenses, including attorneys' fees, based upon, any workers' compensation claim brought by a Worker against Snag Work that arises out of Client's assignment of Worker to perform services outside of the scope of the Services that Snag Work has assigned the Worker to provide.

8.4 Each Party will inform the other within 15 days of the receipt of any claim, demand, or notice for which indemnification hereunder may be sought.

8.5 The indemnified party will have the right to control the defense of any claim for which it seeks indemnification, including the right to select counsel. The indemnified party will provide reasonable cooperation to the indemnifying party in investigating and defending against any claim for which indemnification is sought and will not settle any such claim without the indemnifying party's consent, such consent not to be unreasonably withheld, conditioned or delayed.

9. Limits of Liability

9.1 Snag Work and its affiliates will not be liable under or related to this agreement for any of the following, whether based on contract, tort or any other legal theory, even if a party has been advised of the possibility of such damages: (I) any incidental, punitive, special, exemplary, consequential, or other indirect damages of any type or kind; or (II) any property damage or loss, or loss or inaccuracy of data, or loss of business, revenue, profits, use or other economic advantage. In no event will the liability of Snag Work or their affiliates under this agreement exceed the amount of fees actually paid or due hereunder in the six-month period immediately preceding the event giving rise to such claim.

10. Work Product Ownership

10.1 "Work Product" means all ideas, proposals, works of authorship, inventions (whether or not patentable or reduced to practice), know-how, techniques, documentation, analyses, flowcharts, notes, outlines, presentations, reports, research, textual works, content, logos, artwork, graphics or audiovisual materials, designs, plans, models, specifications, technology, techniques, formulas, processes, software, code, databases, systems, applications, developments (including development tools (in whatever form)), standard operating procedures, training materials and any and all other work product information and materials, and all discoveries, improvements, enhancements, modifications and derivatives of any of the foregoing, and all patents, copyrights, trademarks, trade secrets or other intellectual property rights associated with any of the foregoing.

10.2 "Snag Work Product" means any Work Product authored, designed, conceived, invented, generated, reduced to practice, developed, contributed to, improved, or created by Snag Work (or its Workers) during the course of its engagement as an independent contractor performing the Services for Client. Client agrees that, as between Client and Snag Work, all Snag Work Product will be

owned solely by Snag Work and that nothing in the Agreement or these Terms will be construed to transfer any right or interest in or to the Snag Work Product to Client. To the extent that exclusive ownership of any Snag Work Product does not automatically vest in Snag Work, Client hereby (i) irrevocably assigns, transfers and conveys all right, title and interest in and to such Snag Work Product on a worldwide basis to Snag Work; and (ii) waives any moral rights therein to the fullest extent permitted under applicable law. Client agrees that it will cooperate with Snag Work and execute and deliver any further assignments, conveyances, other documents or assurances that may be necessary to effectively convey any rights in and to any Snag Work Product to Snag Work, as requested by Snag Work. If Client is unable to execute a document or take any action for any reason, Client hereby irrevocably designates and appoints Snag Work and each of its duly authorized agents or designees as my agent and attorney-in-fact, to act in Client's behalf in all applicable instances, including, without limitation, in any government authorities or agencies.

10.3 "Client Work Product" means all Work Product owned by Client prior to the effective date of this Agreement and provided by Client to Snag Work in order for Snag Work to perform the Services, which, for clarity, will exclude any Snag Work Product. Snag Work agrees that, as between Snag Work and Client, all Client Work Product will be owned solely by Client and that nothing in the Agreement or these Terms will be construed to transfer any right or interest in or to Client Work Product to Snag Work. To the extent that, while performing the Services, Snag Work acquires any right or ownership interest in or to any Client Work Product, Snag Work hereby (i) irrevocably assigns, transfers and conveys all right, title and interest in and to such Client Work Product on a worldwide basis to Client; and (ii) waives any moral rights therein to the fullest extent permitted under applicable law. Snag Work agrees that it will cooperate with Client and execute and deliver any further assignments, conveyances, other documents or assurances that may be necessary to effectively convey any rights in and to any Client Work Product to Client, as requested by Client.

10.4 Snag Work expressly reserves all rights to Work Product not expressly granted to Client under these Terms.

11. Notices

11.1 All notices or other communications required or permitted under this Agreement will be in writing and will be effective either when delivered personally to the Party for whom intended, or three days following the deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth in the Agreement. A copy of any notice to Snag Work will be sent to legal@snag.co.

12. Miscellaneous

12.1 In any litigation or arbitral proceeding arising from or related to this Agreement, the prevailing party will be entitled to payment of all costs and fees from the non-prevailing party, including, without limitation, its reasonable attorneys' fees and court or arbitration costs.

12.2 The following Sections will survive the termination or expiration of this Agreement: Sections 2, 5, 6, 7, 8, 9 and 10. Any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement will also survive any expiration or termination.

12.3 Any claim for damages or other legal remedy under this Agreement must be brought within three years from the date of the event from which such claim arises.

12.4 This Agreement is governed by, and will be construed in accordance with, the laws of the Commonwealth of Virginia. The parties agree that the sole and exclusive venue for the resolution of any disputes hereunder will be the federal or state courts in Fairfax County, Virginia, and each party hereby consents to the jurisdiction of such courts.

12.5 Except with regard to payment obligations, in no event will either Party be liable or responsible to the other Party, or be deemed to

have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest.

12.6 Neither Party may assign, or otherwise transfer, any of its obligations and rights under the terms of this Agreement except that Snag Work may assign its rights and obligations under this Agreement as follows: (i) to a purchaser of all or substantially all of Snag Work's assets, (ii) to an entity that Snag Work owns or that is owned by Snag Work's parent company, or (iii) with the advanced written consent of the other party.

12.7 The failure of either Party to exercise any of its rights or to enforce any of the provisions of this Agreement on any occasion will not be a waiver of such right or provision, nor will it prejudice the right of such Party to enforce such provision at any subsequent time.

12.8 In case any one or more of the provisions, subsections, or sentences contained in this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12.9 These Terms and the Agreement, including its exhibits, constitutes the final, complete, and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, relating to the subject matter herein. These Terms and the Agreement may be amended from time to time by Snag Work and Snag Work shall post notice of such amendment on its website.

Exhibit A: Scheduling Code of Conduct

1. A "Posted Shift" is defined as one where a Client, using the Snag Work web application, confirms a location, date, start and end time, and position for which Client needs Snag Work to find a qualified Worker. A "Scheduled Shift Amount" is the amount of money due per the terms of the Posted Shift and Exhibit B.
2. Snag Work will offer the Posted Shifts to the Workers.
3. If Snag Work has not confirmed a Worker for Client's Posted Shift, no payment will be due from Client for such Posted Shift and Snag will have no responsibility or liability to Client for such Posted Shift.
4. If Snag Work has confirmed a Worker for Client's Posted Shift and the shift is not scheduled to begin within 24 hours, Client may cancel the Posted Shift without penalty.
5. If Snag Work has confirmed a Worker for Client's Posted Shift and the shift is scheduled to begin within 24 to 2 hours and Client wishes to cancel the Posted Shift, Client will pay 50 percent of the Scheduled Shift Amount. If Client cancels the confirmed Posted Shift within 2 hours of shift start, Client will pay 100 percent of the Scheduled Shift Amount.
6. In the event that a Worker has begun working a Posted Shift and Client sends the Worker home before the Posted Shift is scheduled to end, Client will pay 100 percent of the Scheduled Shift Amount.
7. If Client wishes to extend a Posted Shift for a Worker after Worker has begun working and Worker has agreed to the extension, Client will pay for total amount worked by Worker instead of Scheduled Shift Amount, as determined by the number of hours actually worked and the terms of Exhibit A. Worker is under no obligation to work beyond the end time set forth in the Posted Shift.
8. Within 36 hours of receipt of notification to approve a Worker's hours, Client will review, revise as needed, and approve the Worker's hours. If Client does not review and approve a Worker's hours within 36 hours, Snag Work will assume the Worker's reported hours reflect actual hours worked, will bill Client accordingly, and Client will accept the charges.