

# SERVICE PROVIDER AGREEMENT

Upstock Document Version: SPA.21.8.20

THIS SERVICE PROVIDER AGREEMENT (hereinafter referred to as the “Agreement”) is made and effective on the date specified in Appendix 1 of this Agreement (hereinafter referred to as the “**Effective Date**”).

**BETWEEN** a company/corporation (hereinafter referred to as the “Company,” “we,” “us” or “our”), as specified in Appendix 1 of this Agreement.

**AND** an individual, as specified in Appendix 1 of this Agreement (hereinafter referred to as the “Service Provider” or “you”).

The Company and the Service Provider are collectively referred to as the Parties.

In consideration of the promises, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, THE PARTIES AGREE TO THE FOLLOWING:

## 1. Nature of Relationship

The Company is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to assist and benefit the Company in its business. The Company desires to use the Service Provider’s Services and the Service Provider has agreed to accept and work for the Company upon the terms and conditions set out in this Agreement.

## 2. Definitions

For purposes of this Agreement, the following terms shall have their respective meanings set forth below:

“**Board**” means the Board of Directors of the Company. If one or more Committees have been appointed by the Board to administer the Plan, “Board” also means such Committee(s).

“**Business Operations**” means operational information, including but not limited to,

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internal personnel and financial information, vendor, supplier and customer names and other information (including characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting the Company's business.

**“Computer Software”** means computer software resulting from or related to work or projects or services performed or to be performed for the Company or for clients of the Company, of any type or form in any stage of actual or anticipated research and development, including but not limited to, programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches and system designs.

**“Confidential Information”** shall be given its broadest possible interpretation and shall mean any information, including trade secrets, know-hows, intellectual property, proprietary company information including confidential business plans, files, records, computer printouts, documents, objects, drawings, specifications, patterns, lists, reports, correspondence, programming code, financial data, formulas, compilations, programs, devices, methods, techniques, or processes and similar items relating to the Company's business that are valuable, special, and unique assets of the Company and/or any of the suppliers or service providers of the Company, access to and knowledge of which are provided to the Service Provider in connection with their work for the Company.

**“Competing Business”** shall mean any corporation, partnership, person, or other entity that is primarily engaged in researching, developing, manufacturing, marketing, distributing, or selling any product, service, or technology that is competitive with any part of the Company's Business.

**“Company's Business”** shall mean the development, manufacture, marketing, distribution, or sale of, including research directed to, any product, service, or technology in the industry specified in Appendix 1 of this Agreement. Service Provider understands that during the time the Service Provider works for the Company, the Company's Business may expand or change, and Service Provider agrees that any such expansions or changes shall expand or contract the definition of the Company's Business and Service Provider's obligations under this Agreement accordingly.

**“Community Contributor”** means a person engaged to provide consulting or advisory services (other than as an Employee, Independent Contractor). The Company shall determine in good faith and in the exercise of its discretion whether an individual is a Community Contributor and the effective Start Date of their work or termination of their work, as the case may be. A Community Contributor provides his own tools and equipment; usually works independently and sets own work schedule, what work they will do and where; can subcontract the work or hire assistants; can work for different payers at the same time and make a profit; is not covered or eligible for any company

benefits, including health insurance, retirement plans, paid time off, workers compensation; is responsible for submitting his own taxes; carries out project based and temporary and can accept or refuse work and the working relationship does not present a degree of continuity, subordination, or integration.

**“Customer Information”** means customer information, including but not limited to, names of customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of the Company.

**“Employee”** means any person treated as an employee (including a Director who is also treated as an employee) in the Company's records. The Company shall determine in good faith and in the exercise of its discretion whether an individual has become or has ceased to be an Employee and the Start Date of such individual's employment or termination of employment, as the case may be. For purposes of an individual's rights, if any, under the terms of the Service Provider Agreement as of the time of the Company's determination of whether or not the individual is an Employee, all such determinations by the Company shall be final, binding and conclusive as to such rights, if any, notwithstanding that any court of law or governmental agency subsequently makes a contrary determination as to such individual's status as an Employee.

**“Independent Contractor”** means a person engaged to provide consulting or advisory services (other than as an Employee or a Community Contributor). The Company shall determine in good faith and in the exercise of its discretion whether an individual is an Independent Contractor and the effective Start Date of their work or termination of their work, as the case may be. An Independent Contractor provides his own tools and equipment; usually works independently and sets own work schedule, what work they will do and where; can subcontract the work or hire assistants; can work for different payers at the same time and make a profit; is not covered or eligible for any company benefits, including health insurance, retirement plans, paid time off, workers compensation; is responsible for submitting his own taxes; carries out project based and temporary and can accept or refuse work and the working relationship does not present a degree of continuity, subordination, or integration.

**“Marketing and Development Operations”** means marketing and development information, including but not limited to, marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Company which have been or are being considered.

**“Other Proprietary Data”** means information relating to the Company's proprietary rights prior to any public disclosure of such information, including but not limited to, the nature of the proprietary rights, production data, technical and engineering data, test

data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets).

**“Performance Equity Plan”** means the Plan as specified in Appendix 1 of this Agreement

**“Schedule”** any Schedule attached to this Agreement shall be considered to be part of this Agreement as if it was written in the Agreement and shall override any conflicting information in the main body of this Agreement. Any additional Schedules agreed to after signing this Agreement shall form part of this Agreement.

**“Service”** means a Participant’s employment or service for the Company, whether as an Employee, an Independent Contractor, or a Community Contributor. Unless otherwise provided by the Board, a Participant’s Service shall not be deemed to have terminated merely because of a change in the capacity in which the Participant renders Service or a change in the Company for which the Participant renders Service, provided that there is no interruption or termination of the Participant’s Service. Furthermore, a Participant’s Service shall not be deemed to have been interrupted or terminated if the Participant takes any military leave; sick leave; or other bona fide leave of absence approved by the Company. However, unless otherwise provided by the Board, if any such leave taken by a Participant exceeds ninety (90) days, then on the ninety-first (91st) day following the commencement of such leave the Participant’s Service shall be deemed to have terminated, unless the Participant’s right to return to Service is guaranteed by statute or contract. Notwithstanding the foregoing, unless otherwise designated by the Company or required by law, an unpaid leave of absence shall not be treated as Service for purposes of determining vesting under the Participant’s Award Agreement. A Participant’s Service shall be deemed to have terminated either upon an actual termination of Service for Cause or the termination of the Service Provider Agreement. Subject to the foregoing, the Company, in its discretion, shall determine whether the Participant’s Service has terminated and the effective date of and reason for such termination.

**“Service Provider”** means an Employee, an Independent Contractor, or a Community Contributor who provides a Service for the Company and has signed a Service Provider Agreement.

**“Termination Date”** means the date specified in this Agreement or in a subsequent notice by either the Service Provider or the Company to be the last day of providing the services under this Agreement. The parties acknowledge that some provisions of this Agreement will survive the Termination Date.

**“Territory”** shall mean that territory in which the Company is actively engaged in business, either through existing commercial projects or through ongoing development.

**“Work Product”** means work product information, including but not limited to, work

product resulting from or related to work or projects performed or to be performed for the Company or for clients of the Company, of any type or form in any stage of actual or anticipated research and development.

### **3. Term of Work**

- 3.1 It is at the Company's sole discretion to determine whether the Service Provider holds a position with the Company as an Employee, an Independent Contractor or a Community Contributor. For the Service Provider position refer to Appendix 1 of this Agreement.
- 3.2 The Service Provider will commence work with the Company on the date specified in Appendix 1 of this Agreement (hereinafter referred to as the "Start Date"). The number of working hours per month for the Service Provider is specified in Appendix 1 of this Agreement.
- 3.3 The term of this Agreement shall commence on the Start Date and continue for a period of one (1) year (hereinafter referred to as the "Term"). This Agreement will automatically renew for annual periods at the end of the initial Term unless either the Company or the Service Provider terminate it as described under paragraph 9.2 below.

### **4. Place of Work**

If applicable, the Service Provider's principal place of work shall be located at the address specified in Appendix 1 of this Agreement or any other location where the Company and the Service Provider mutually agree is an acceptable location from which Service Provider's services may be performed.

### **5. Position and Duties**

- 5.1 The Service Provider will be expected to perform the services as specified in Appendix 1 of this Agreement.
- 5.2 If applicable, Service Provider agrees to act pursuant to the orders, advice and direction of the Company. The Service Provider will perform any and all duties that are reasonable and that are customarily performed by a person providing the same services or holding a similar position in the industry or business of the Company. The Company cannot unilaterally and significantly change the Service Provider's job title, duties or services. The Company may make changes to the job title or duties of the Service Provider where the changes would be considered reasonable for a similar position in the industry or business of the Company. The Service Provider's job title or duties may be changed by agreement and with the approval of both the Service Provider and the Company.
- 5.3 The Service Provider agrees that the terms and conditions set out in this Agreement will govern the Service Provider's relationship with the Company. The Service Provider agrees to abide by the Company's rules, regulations, and practices, as they may from time to time be adopted or modified.

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## **6. Compensation and Benefits**

During the Term, the Service Provider shall receive some or all of the following compensation for the services performed for the Company under this Agreement as agreed between the Parties:

### **6.1 Base Salary**

If applicable, the Service Provider shall receive a base salary specified in Appendix 1 of this Agreement payable in regular and equal installments in accordance with the Company's regular payroll schedule and practices ("Base Salary").<sup>1</sup>

### **6.2 Benefits**

If the Service Provider is deemed to be an Employee by the Company, the Service Provider shall be entitled to receive those benefits that are currently made available to the other similarly-situated Service Providers of the Company or as required by law, including, but not limited to, life, medical, and disability insurance, as well as retirement benefits (collectively, the "Service Provider Benefits"), in accordance with the terms and conditions of the applicable plan documents, provided that the Service Provider meets the eligibility requirements thereof. The Company reserves the right to reduce, eliminate, or change, without compensation, such Service Provider Benefits, in its sole discretion, subject to any applicable legal and regulatory requirements.

### **6.3 Compensation**

#### **6.3.1 Rates**

The Company shall compensate the Service Provider with the starting rates specified in Appendix 1 of this Agreement and is subject to change at any time without Participant's consent.

#### **6.3.2 Monthly Cash Limit**

The Monthly Cash Limit is calculated from the first day of each month. The Service Provider can earn cash up to the Monthly Cash Limit each month. If the Service Provider is participating in the Plan, on reaching the Monthly Cash Limit, the Equity Rate is automatically increased by the amount of the hourly Cash Rate and thereafter until the relevant month end.

#### **6.3.3 Rate Changes**

Cash Rate and Monthly Cash Limit changes will take effect when changed by the Company and will override the rates specified in clause 6.3.1 (Rates). The change of

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<sup>1</sup> To be used if not using Section 6.3.

rate can be retroactive if agreed between the Company and Service Provider and no change can be made to the Service Provider's detriment without the Service Provider's written consent.<sup>2</sup>

#### 6.4 Reimbursement of Expenses

The Service Provider will be reimbursed for all reasonable expenses if approved by the Company, in accordance with the Company's policy, including but not limited to, any travel and entertainment expenses incurred by the Service Provider in connection with the business of the Company. Expenses will be paid within a reasonable time after submission of acceptable supporting documentation.

#### 7. **Withholding**

The Company will withhold from any payments or benefits under this Agreement, all federal, state, or local taxes or other amounts, as may be required pursuant to applicable law, government regulation, or ruling.

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<sup>2</sup> To be used if not using Section 6.1.

## **8. Sick Leave and Vacation**

The Service Provider, if considered an Employee by the Company, will be entitled to paid vacation, sickness and personal leave each year during the term of this Agreement as specified in Appendix 1 of this Agreement, or as entitled by law, whichever is greater. The times and dates for any vacation will be determined by mutual agreement between the Company and the Service Provider. The Service Provider may not carry over unused days, unless otherwise agreed. The Service Provider shall not be entitled to any extra compensation for unused time off.

## **9. Termination**

### **9.1 Termination Due to Discontinuance of Business**

Notwithstanding any other term or condition expressed or implied in this Agreement, in the event that the Company will discontinue operating its business, then, at the Company's sole option, and as permitted by law, this Agreement will terminate the day on which the Company ceases operations at such location, or earlier by exercising clause 9.2, with the same force and effect as if such last day of the month were originally set as the termination date of this Agreement.

### **9.2 Termination of Agreement**

Either the Service Provider or the Company may terminate this Agreement with or without cause at any time without notice or with any minimum notice required by law.

The Service Provider and the Company agree to execute their duties and obligations under this Agreement diligently and in good faith through until the termination of this Agreement. The Company may not make any changes to wages, wage rate, or any other term or condition of this Agreement between the time termination notice is given through to the end of the notice period. On termination of this contract (after any applicable notice period) the Service Provider will not be able to log any more hours.

## **10. Confidentiality**

### **10.1 Confidential Information**

The Service Provider acknowledges that, in any position the Service Provider may hold, in and as a result of the Service Provider's work for the Company, the Service Provider will, or may, be making use of, acquiring or adding to information which is confidential to the Company and the Confidential Information is the exclusive property of the Company.

The Confidential Information will include all data and information relating to the business and management of the Company, including but not limited to, proprietary and trade secret technology and accounting records to which access is obtained by the Service



Provider, including Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customer Information.

The Confidential Information will also include any information that has been disclosed by a third party to the Company.

10.2 The Confidential Information will not include information that

10.2.1 Is generally known in the industry of the Company;

10.2.2 Is now or subsequently becomes generally available to the public through no wrongful act of the Service Provider;

10.2.3 Was rightfully in the possession of the Service Provider prior to the disclosure to the Service Provider by the Company;

10.2.4 Is independently created by the Service Provider without direct or indirect use of the Confidential Information; or

10.2.5 The Service Provider rightfully obtains from a third party who has the right to transfer or disclose it.

10.3 The Confidential Information will also not include anything developed or produced by the Service Provider during the Service Provider's term of service with the Company, including but not limited to, any intellectual property, process, design, development, creation, research, invention, know-how, trade name, trademark or copyright that:

10.3.1 Was developed without the use of equipment, supplies, facility or Confidential Information of the Company;

10.3.2 Was developed entirely on the Service Provider's own time;

10.3.3 Does not result from any work performed by the Service Provider for the Company; and

10.3.4 Does not relate to any actual or reasonably anticipated business opportunity of the Company.

10.4 Duties and Obligations Concerning Confidential Information

The Service Provider agrees that a material term of this Agreement is to keep all Confidential Information absolutely confidential and protect its release from the public. The Service Provider agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which the Service Provider has obtained or which was disclosed to the Service Provider while providing the services under this Agreement. The Service Provider agrees that if there is any question as to such disclosure then the Service Provider will seek out senior management of the Company prior to making any

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disclosure of the Company's information that may be covered by this Agreement.

The Service Provider agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages, would cause irreparable injury to the Company, would gravely affect the effective and successful conduct of the Company's Business and goodwill, and would be a material breach of this Agreement.

The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Service Provider in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and will continue for an indefinite period from the date of such expiration or termination.

#### 10.5 The Service Provider may disclose any of the Confidential Information

10.5.1 To a third party where Company has consented in writing to such disclosure; and

10.5.2 To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.

#### 10.6 Notification

If the Service Provider loses or makes unauthorized disclosure of any of the Confidential Information, the Service Provider will immediately notify the Company and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

#### 10.7 Ownership and Title to Confidential Information

The Service Provider acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Company. Accordingly, the Service Provider specifically agrees and acknowledges that the Service Provider will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trademarks or trade names, notwithstanding the fact that the Service Provider may have created or contributed to the creation of the Confidential Information.

#### 10.8 Waiver with respect to the Confidential Information

The Service Provider waives any moral rights that the Service Provider may have with respect to the Confidential Information. The Service Provider agrees to immediately disclose to the Company all Confidential Information developed in whole or in part by the Service Provider during the Service Provider's term of employment with the Company and to assign to the Company any right, title or interest the Service Provider may have in

the Confidential Information. The Service Provider agrees to execute any instruments and to do all other things reasonably requested by the Company, both during and after the Service Provider's employment with the Company, in order to vest more fully in the Company all ownership rights in those items transferred by the Service Provider to the Company.

#### 10.9 Return of Confidential Information

The Service Provider agrees that, upon request of the Company or upon termination or expiration, as the case may be, of this employment, the Service Provider will turn over to the Company all Confidential Information belonging to the Company, including but not limited to, all documents, plans, specifications, disks or other computer media, as well as any duplicates or backups made of that Confidential Information in whatever form or media, in the possession or control of the Service Provider that:

10.9.1 May contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or

10.9.2 Is connected with or derived from the Service Provider's work for the Company.

#### 11. **Conflict of Interest**

During the Term of this Agreement it is understood and agreed that any business opportunity relating to or similar to the Company's actual or reasonably anticipated business opportunities (with the exception of personal investments in less than 5% of the equity of a business, investments in established family businesses, real estate, or investments in stocks and bonds traded on public stock exchanges) coming to the attention of the Service Provider, is an opportunity belonging to the Company. Therefore, the Service Provider will advise the Company of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Company, which consent will not be unreasonably withheld.

During the Term of this Agreement, the Service Provider will not, directly or indirectly, engage or participate in any other business activities that the Company, in its reasonable discretion, determines to be in conflict with the best interests of the Company without the written consent of the Company, which consent will not be unreasonably withheld.

#### 12. **Non-Compete**

The Service Provider covenants that during the Term of this Agreement and for the period of time specified in Appendix 1 of this Agreement immediately thereafter the Service Provider will not, without the express written consent of an authorized representative of the Company:

12.1 Perform services (as a Service Provider: community contributor, independent contractor, officer, director, or otherwise) within the Territory for any Competing Business,

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- 12.2 Engage in any activities (or assist others to engage in any activities) that compete with the Company's Business,
- 12.3 Own or beneficially own an equity interest in a Competing Business,
- 12.4 Request, induce, or solicit (or assist others to request, induce, or solicit) any customers, prospective customers, or suppliers of the Company to curtail or cancel their business with the Company, or to do business within the scope of the Company's Business with a Competing Business,
- 12.5 Request, induce, or solicit (or assist others to request, induce, or solicit) for the benefit of any Competing Business any Service Provider of the Company to terminate his or her service provider agreement with the Company
- 12.6 Employ (or assist others to employ) for the benefit of any Competing Business any person who has been working for the Company within the last year of the Service Provider's employment with the Company.

**13. Contract Binding Authority**

Notwithstanding any other term or condition expressed or implied in this Agreement to the contrary, unless the Service Provider is a member of the Board, the Service Provider will not have the authority to enter into any contracts or commitments for or on the behalf of the Company without first obtaining the express written consent of the Company.

**14. Waiver**

Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision or provisions, or prevent that party thereafter from enforcing each and every other provision of this Agreement. A waiver of any provision of this Agreement shall not be valid unless such waiver is in writing and signed by the party to be charged, and no waiver of any provision hereof shall be deemed or construed as a waiver of the same or any other provisions in the future. Furthermore, the failure of a party to insist upon strict adherence to any term of this provision of this Agreement shall not be a waiver of that term or provision, or stop the party from enforcing that term or provision.

**15. Remedies**

In the event of a breach or threatened breach by the Service Provider of any of the provisions of this Agreement, the Service Provider agrees that the Company is entitled to an injunction, in addition to and not in limitation of any other rights and remedies available to the Company at law or in equity, in order to prevent or restrain any such breach by the Service Provider or by the Service Provider's partners, agents, representatives, servants, Service Providers, and/or any and all persons directly or

indirectly acting for or with the Service Provider.

**16. Dispute Resolution**

- 16.1 The Service Provider and the Company mutually agree that if a dispute, controversy or claim (collectively referred to as a "Dispute") arises from or relates directly or indirectly to the subject matter of this Agreement, and if the Dispute cannot be settled within ten (10) days through direct discussions between the parties, the parties shall first endeavor to resolve the Dispute by immediately participating in a mediation administered by a mediator selected by mutual agreement of the parties, before resorting to arbitration. Thereafter, if any Disputes remain after the mediation, such Disputes shall be promptly resolved by binding arbitration. The Service Provider and the Company acknowledge that this Agreement to arbitrate means that the Service Provider and the Company are relinquishing rights to either a jury trial or court trial for the resolution of any claims that Service Provider and the Company may have against the other. The party desiring to initiate arbitration can do so by sending written notice of an intention to arbitrate by registered or certified mail to the other party. The written notice shall contain a description of the nature of all claims or controversies asserted and the facts upon which such claims are based. All claims shall be submitted to a single neutral arbitrator. The arbitration shall take place in the governing law where the Company is formed, unless otherwise mutually agreed. The arbitrator shall be mutually agreed upon by the Service Provider and the Company. If the Service Provider and the Company cannot agree upon an arbitrator, the selection process shall be governed by the arbitration rules and procedures of Judicial Arbitration and Mediation Services, Inc. (hereinafter referred to as the "JAMS"). These rules and procedures may be found on the JAMS website at <http://www.jamsadr.com/rules-comprehensive-arbitration>. Regardless of the arbitrator chosen, the arbitration proceedings shall be governed by the then current JAMS procedural rules, unless a contrary rule exists.
- 16.2 The arbitrator may, in his or her discretion, award attorneys' fees and costs, in whole or part, to the prevailing party in a manner consistent with applicable law. The arbitrator may grant any remedy or relief available under law, without limitation, that the arbitrator determines to be just and equitable based on the evidence introduced at the hearing and any logical and reasonable inferences therefrom. The decision shall be made in writing and contain a concise statement of the reasons in support of the decision. The decision shall be signed by the arbitrator and mailed to each party. The decision may be judicially enforced (confirmed, corrected or vacated). The decision is final and binding and there is no direct appeal from the decision on the grounds of error in the application of law.
- 16.3 This agreement to arbitrate and the arbitration procedure is intended to be the exclusive method of resolving all claims or controversies as described above between the Service Provider and the Company. THE SERVICE PROVIDER AND THE COMPANY HEREBY WAIVE ANY RIGHTS TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING WITHOUT LIMITATION ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY, OR ENFORCEABILITY OF THIS AGREEMENT TO

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ARBITRATE.

**17. Notices**

Any notice to be given hereunder shall be deemed sufficient if addressed in writing, and delivered by registered or certified mail, return receipt requested or delivered personally, to the addresses on the front of this Agreement or by email to the email addresses on the signature page below or to such other address as the Parties may designate in writing to each other. Any such notice shall be in writing and shall be deemed to have been duly given: (1) on that day if sent by email or delivered via personal delivery, or (2) on the fifth (5th) calendar day after it has been enclosed in a properly sealed and addressed envelope and deposited (postage prepaid) in the mail.

**18. Entire Agreement**

This Agreement constitutes the entire agreement and understanding between the Parties and supersedes any and all other agreements, communications, understandings, promises, stipulations and arrangements, whether oral or written, express or implied, between the parties hereto with respect to the subject matter hereof, including, but not limited to, any implied-in-law or implied-in-fact covenants or duties relating to the Service Provider's work for the Company or the cessation of such work. This Agreement cannot be changed, modified or terminated except in writing signed by both parties. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this Agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement.

**19. Severability**

The Company and the Service Provider acknowledge that this Agreement is reasonable, valid and enforceable. However, in the event that any one or more of the provisions of this Agreement shall be held invalid, illegal, or unenforceable, in any respect, by an arbitrator or court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected.

**20. Appendix to Agreement.**

Any appendix to this Agreement shall be integral to this Agreement and shall have the same force and effect with this Agreement.

**21. Counterparts**

This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

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**22. Schedules**

All Schedules attached hereto are hereby incorporated by reference into, and made a part of, this Agreement and are hereby made a part hereof as if set out in full in this Agreement.

**23. Document Versioning**

From time to time the Company may need to change documents as required by law or to improve the quality and comprehensiveness of the document. The Company may unilaterally amend this agreement and all of the related documents. The amendment will take effect on a specified date contained in the notice at the Upstock Dashboard and could be backdated to ensure compatibility with regulations.

**24. Electronic Delivery.**

The Company has decided to deliver documents related to current or future participation in the Agreement by electronic means and to request your consent to participate in the Agreement by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Agreement through the online system of the Company's plan administrator, or any other online system or electronic means that the Company may decide, in its sole discretion, to use in the future.

**25. Electronic Signatures.**

Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith will be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**26. Governing Law**

This Agreement shall be governed by and construed in accordance with the governing laws of the jurisdiction in which the Company is incorporated, unless otherwise provided in Appendix 1 of this Agreement or in another suitable jurisdiction mutually agreed between the Parties. If there is a conflict of law then the jurisdiction chosen in this section shall prevail as the governing law.

**27. Copyright Policy.**

The content of this Plan is protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use, reuse or publication by you of any part of the Plan, is strictly prohibited.



**APPENDIX 1 to the  
Service Provider Agreement (vSPA.21.8.20)**

**The full document can be found at:** <http://upstock.io/legaldocs/21.8.20> .

The URL address above is subject to change, Upstock will provide assistance in locating relevant versions of the documents upon request.

**You are agreeing to the terms from the url above for the corresponding version number.**

**Document Version**

The version of the document being signed is \_\_\_\_\_ (Upstock document number, ie: "SPA.21.8.20")

This Service Provider Agreement is made and effective on \_\_\_\_\_(date).

**BETWEEN**

\_\_\_\_\_  
(name of company) a \_\_\_\_\_  
(jurisdiction, ie: Delaware Corporation) with its head office located  
at: \_\_\_\_\_  
\_\_\_\_\_(address)

**AND**

\_\_\_\_\_  
(Service provider's name) an individual whose address is  
\_\_\_\_\_  
\_\_\_\_\_  
(address).

**Paragraph 2:**

**"Company's Business"** shall mean the development, manufacture, marketing, distribution, or sale of, including research directed to, any product, service, or technology in the \_\_\_\_\_  
(specify industry) industry.

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**“Performance Equity Plan”** means the \_\_\_\_\_  
\_\_\_\_\_(name of equity plan). Suggested name  
of the plan is “Company name and year,” ie: Acme Company 2021 Performance Equity  
Plan.

**Paragraph 3.1:**

The Service Provider holds a position with the company as  
\_\_\_\_\_(Employee/Independent  
Contractor/Community Contributor).

**Paragraph 3.2:**

The Service Provider will commence work with the Company on \_\_\_\_\_ (date) .

The Service Provider will work \_\_\_\_\_ (number) hours per month.

**Paragraph 4:**

- The Service Provider’s principal place of work shall be located at  
\_\_\_\_\_  
\_\_\_\_\_ (address).
- Not Applicable since the Service Provider is not an Employee.

**Paragraph 5.1:**

The Service Provider will be expected to perform the following services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (describe services to be provided).

**Paragraph 6.1:**

- The Service Provider shall receive a base salary of \_\_\_\_\_ (amount) per year payable in regular and equal installments in accordance with the Company's regular payroll schedule and practices.
- Not Applicable since the Service Provider is not an Employee.

**Paragraph 6.3.1:**

Cash Rate per hour: \_\_\_\_\_ (amount)

Monthly Cash Limit: \_\_\_\_\_ (amount)

Cash Rate may be changed at any time without Participant's consent. For the current rate refer to the Upstock Dashboard.

- Eligible to participate in the \_\_\_\_\_ (name of equity plan) Performance Equity Plan. (Suggested name of the plan is "Company name and year," ie: Acme Company 2021 Performance Equity Plan);
- Eligible to participate in the Profit Bonus Plan (see the "**Profit Bonus Plan**").

**Paragraph 8:**

- The Service Provider will be entitled to \_\_\_\_\_ (number of days) of paid vacation, \_\_\_\_\_ (number of days) sickness and personal leave each year during the term of this Agreement.
- Not Applicable since the Service Provider is not an Employee.

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**Paragraph 12:**

The Service Provider covenants that during the Term of this Agreement and for the period of \_\_\_\_\_ (0, 6 months or 12 months) immediately thereafter the Service Provider will not, without the express written consent of an authorized representative of the Company, perform any acts described in P 12 of the Agreement.

**Paragraph 26:**

This Agreement shall be governed by and construed in accordance with the governing laws of \_\_\_\_\_ (country or state.)

**Additional Terms (optional):**

IN WITNESS WHEREOF, the parties hereto acknowledge that they have read the full version of

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this Agreement, fully understand it, and have freely and voluntarily entered into it on \_\_\_\_\_ (date).

**For and on behalf of the Company**

Signature: \_\_\_\_\_

Name & Position: \_\_\_\_\_

Email Address: \_\_\_\_\_

Note: Notices under clause 17 can be sent to this email address. Please choose an email address which you will use long-term

**Service Provider**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Note: Notices under clause 17 can be sent to this email address. Please choose an email address which you will use long-term

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