



ZOOVU SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement (this “**Agreement**”) is entered into as of the last signature date of the Statement of Work (the “**Effective Date**”) by and between the Zoovu Contracting Entity specified in the Statement of Work (“**Zoovu**”) and the company executing the Statement of Work with Zoovu and thereby accepting this Agreement (“**Subcontractor**”).

WHEREAS, Zoovu has entered into, or will enter into an agreement to provide services to the client identified in a statement of work (the “**Client**”); and

WHEREAS, Zoovu wishes to engage Subcontractor as an independent subcontractor to perform select services on behalf of Zoovu for the Client; and

WHEREAS, Subcontractor wishes to perform such services as an independent subcontractor to Zoovu,

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, Zoovu and Subcontractor agree as follows:

1. DEFINITIONS

In addition to the terms defined elsewhere in this Agreement, the following words have the meanings ascribed to them below:

“**Affiliate**” of a party means any corporation or other entity that directly or indirectly controls, is controlled by, or is under common control with, such party. In this context, a party “controls” a corporation or other entity if it owns fifty percent (50%) or more of the voting rights for the board of directors or other mechanism of control for the corporation or other entity;

“**Confidential Information**” means any business, marketing, technical, scientific, information related to Zoovu’s clients or other information disclosed by Zoovu (or any of its Affiliates) to Subcontractor (or any of its Affiliates) that at the time of disclosure is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties (or their Affiliates), exercising reasonable business judgment, to be confidential;

“**Deliverable**” means any work product, documentation and/or other materials prepared by Subcontractor for or for the benefit of Zoovu or a Client, as described in an SOW;

“**Services**” means the services to be provided by Subcontractor to or for the benefit of Zoovu or a Client, as described in an SOW; and

“**SOW**” or “**Statement of Work**” means a statement of work for Services and/or Deliverables outlining the scope of work, fees, deliverables, timelines, milestones, among other project-specific information that is executed by the parties and that specifies that it is being executed pursuant to this Agreement.

“**Zoovu**” means the Zoovu entity defined in Section 11.1 (Contracting Entity).

2. SERVICES & RESPONSIBILITY



- 2.1 Zoovu hereby retains Subcontractor to perform Services and develop Deliverables for Zoovu and/or its Client(s) as set forth in Statement(s) of Work executed by the parties pursuant to this Agreement at any time prior to the termination of this Agreement. Subcontractor may not subcontract its performance of the Services or development of Deliverables pursuant to this Agreement without the prior written consent of Zoovu.
- 2.2 Subcontractor is an independent contractor and is not an agent or employee of, and has no authority to bind Zoovu by contract or otherwise. No relationship of principal to agent, master to servant, employer to employee or franchisor to franchisee is established between the parties. Subcontractor will perform the Services and provide the Deliverables under the general direction of Zoovu, but Subcontractor will determine, in Subcontractor's sole discretion, the manner and means by which the Services and Deliverables are accomplished, subject to the requirement that Subcontractor shall at all times comply with applicable law and the requirements of this Agreement and the applicable SOW.
- 2.3 Subcontractor acknowledges and agrees that Subcontractor is responsible for payment of all health benefits, workers compensation or insurance, disability benefits, employment insurance and all taxes (including without limitation, foreign, federal, state, provincial, county and local income taxes), or amounts in lieu thereof, and interest thereon levied or based on amounts payable or paid to Subcontractor by Zoovu.

3. FEES, PAYMENT TERMS AND EXPENSES

- 3.1 **Fees.** In consideration for the Services, Zoovu shall pay to Subcontractor service fees at the rate set forth in each Statement of Work at the times indicated in each such Statement of Work. Unless otherwise stated in an SOW, Zoovu shall pay Subcontractor net thirty (30) calendar days from receipt of each properly issued invoice. If any portion of an invoice is disputed by Zoovu, Zoovu shall pay any undisputed portion in accordance with this Section, and Zoovu and Subcontractor shall work in good faith to resolve the disputed portion within sixty (60) calendar days.
- 3.2 **Payment Conditions.** Payment by Zoovu to Subcontractor is subject to the following conditions:
 - (a) Payment by Zoovu is contingent upon Zoovu's receipt of payment from the Client for the specific Services or Deliverables performed by Subcontractor. Subcontractor acknowledges and agrees that Zoovu shall have no obligation to pay Subcontractor for any Services, Deliverables or expenses that Zoovu is not reimbursed for by the Client, regardless of the reason for such non-payment. Zoovu will notify Subcontractor if Client disputes or withholds payment for Services, Deliverables or expenses for which Subcontractor has submitted an invoice.
 - (b) Subcontractor shall complete all Deliverables as defined in the applicable Statement of Work to the reasonable satisfaction of the Zoovu and/or Client. Zoovu reserves the right to withhold payment until all required Deliverables are completed and approved.
 - (c) All Deliverables and Services must be reviewed and approved by Zoovu, and if specified, by the Client. Subcontractor will promptly address any reasonable requests for modifications or corrections as required by Zoovu or Client as a condition for payment.
 - (d) Subcontractor must remain in full compliance with all provisions of this Agreement, including but not limited to confidentiality, intellectual property, warranties and service standards, as a condition of payment. Any breach of this Agreement may result in a delay or withholding of payment until such breach is remedied to Zoovu's satisfaction.



- 3.2 **Travel Expenses.** Zoovu will reimburse Subcontractor for eligible travel expenses related to the completion of the Services and Deliverables specified in each SOW. Eligible travel expenses must be pre-approved by Zoovu and supported by appropriate documentation and will be subject to Zoovu's expense eligibility and reimbursement policies. All expenses related to travel and temporary living at Subcontractor's regular place of work shall be the sole responsibility of Subcontractor.
- 3.3 **Records, Reporting and Audit.** Subcontractor shall maintain complete and accurate accounting records to support and document all charges. Such records shall be retained for a period of at least three (3) years following completion of the applicable Services and/or Deliverables. Zoovu (or an accounting organization retained by Zoovu) shall have access to such records, upon reasonable notice and during normal business hours, for the purpose of confirming the amounts charged by Subcontractor to Zoovu pursuant to this Agreement, for so long as such records are required to be maintained. Zoovu and Client shall have the right to audit Subcontractor's records related to the performance of Services or the Deliverables under this Agreement, upon reasonable notice, to ensure compliance with this Agreement and any applicable laws or regulations.

4. WARRANTIES AND SERVICE STANDARDS.

- 4.1 Subcontractor warrants that it will perform the Services and develop the Deliverables using professional care and shall exercise full control over its employees providing the Services and developing the Deliverables.
- 4.2 Subcontractor represents and warrants that it has the necessary qualifications, skills, experience, licenses, certifications and resources to perform the Services and develop the Deliverables required under this Agreement in a competent and professional manner and in accordance with the highest industry standards.
- 4.3 Subcontractor warrants that all Services and Deliverables provided under this Agreement shall be free from defects in material and workmanship, meet or exceed the specifications and performance criteria set forth in this Agreement and any applicable Statement of Work, and comply with all applicable laws and regulations.
- 4.4 Subcontractor further warrants that the Services, Deliverables, and any work products provided under this Agreement will conform to the specifications, scope, and timelines agreed upon in the applicable Statement of Work, and that any Deliverables shall be fit for their intended purpose.
- 4.5 Subcontractor warrants that, by virtue of entering into this Agreement and performing the duties set out in this Agreement, Subcontractor will not be in breach of any contract of service, or for the provision of services, or any other agreement and will be from all restrictions in performing this Agreement in accordance with its terms.
- 4.6 In the event of a breach of the foregoing warranty in Sections 4.1 to 4.5, Subcontractor shall re-perform the Services and/or correct the Deliverables in respect of which the warranty has been breached to bring them into compliance with such warranty. Subcontractor shall follow Client's policies, if any, of which Subcontractor is given advance written notice, to avoid being disruptive of Client's personnel, systems, procedures and working environment.
- 4.7 Zoovu will advise Subcontractor of any clauses or provisions in any Client contract between Zoovu and Client which are additional to or different from those contained in this Agreement and applicable to the Services and/or Deliverables. Such clauses and provisions shall be included in the applicable Statement of Work for such Client.



5. CONFIDENTIALITY AND NON-SOLICIT

- 5.1 Except as otherwise expressly provided in this Agreement or an applicable SOW, Subcontractor shall not at any time, disclose any Confidential Information to any person or entity other than Zoovu, its Affiliates, the applicable Client and Subcontractor's employees who are directly involved in the provision of the Services and Deliverables, without the prior written approval of Zoovu. Subcontractor will use the same care to prevent unauthorized disclosure and use of the Confidential Information as Subcontractor uses to avoid unauthorized disclosure and use of its own confidential information of a similar nature, but in no event less than a reasonable degree of care. Subcontractor shall not use any Confidential Information for any purpose, other than for the provision of the Services and Deliverables to Zoovu and/or the applicable Client. Subcontractor acknowledges and agrees that any breach of the confidentiality or intellectual property provisions in this Agreement may result in significant damage to Zoovu and/or its applicable Client, which may not be compensable monetarily, and agrees that Zoovu shall be entitled to seek injunctive or other equitable relief in a court of competent jurisdiction in the event of the breach or threatened or anticipated breach by Subcontractor of any of the confidentiality or intellectual property provisions of this Agreement without any requirement for Zoovu to prove actual damages or to post a bond or other security of any kind.
- 5.2 Subcontractor shall not be bound by the obligations in this Agreement restricting disclosure and use of Confidential Information, or any part thereof, which: (i) was lawfully known or received by Subcontractor without any obligation of confidentiality prior to disclosure by Zoovu, its Affiliates or the applicable Client; (ii) was generally publicly available prior to its disclosure, or has become generally publicly available other than through a breach of this Agreement by Subcontractor or any of its Affiliates or its or their personnel; (iii) was disclosed to Subcontractor by a third party (other than a Client), provided such third party, or any other entity from whom such third party receives such information, is not in breach of any confidentiality obligation in respect of such information; or (iv) is independently designed and developed by Subcontractor without any use of the Confidential Information or any violation of any intellectual property or other rights of Zoovu, its Affiliates or any Clients.
- 5.3 If Subcontractor is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information, Subcontractor shall use reasonable efforts to: (i) seek confidential treatment for such Confidential Information; and (ii) provide prior written notice to Zoovu to allow Zoovu to seek protective or other orders.
- 5.4 Subcontractor agrees that during the term of this Agreement and for the twenty-four (24) months following the termination of this Agreement, Subcontractor will not, directly or indirectly, or assist others to, recruit, solicit or endeavor to entice away from Zoovu or any of its Affiliates or from any Client any person who was or becomes an employee, or customer, client or business partner of, or service provider to, Zoovu or any of its Affiliates or any Client at any time prior to the termination of this Agreement.

6. DATA PRIVACY AND PROTECTION

- 6.1 Service Provider shall establish, implement, and maintain information security policies and a program of technical and organizational security measures appropriate to prevent access to Zoovu's and Client's data and confidential information and meet all applicable information security best practices, standards, and guidelines. If applicable, Subcontractor represents and warrants that its collection, access use, storage, disposal, transmission, and disclosure of information that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, IP addresses, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without



limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers), does and will comply with all applicable privacy and data protections laws, as well as all other applicable regulations and directives including, but not limited to, the European Union General Data Protection Regulation (“**GDPR**”), Brazil’s General Data Protection Law (“**LGPD**”), the California Online Privacy Protection Act (“**CalOPPA**”), and the California Consumer Privacy Act of 2018 (Title 1.81.5, §1798.100 et. seq., as it may be amended by statute or regulation over time) (“**CCPA**”). In the event of data collection from persons in the United States and, specifically, the state of California, unless separately and specifically agreed to in writing signed by the parties, each Party hereto acknowledges that it has given no consideration for any transfer of personal information and that any such personal information is provided for the sole purpose of facilitating provision of the Services. Subcontractor will enter into any supplemental data privacy or other such agreements with Zoovu as required.

7. INTELLECTUAL PROPERTY

- 7.1 Zoovu shall own all right, title and interest (including all intellectual property rights) in all direct and indirect results of the Services performed by Subcontractor for Zoovu or any Client (including, where applicable, any Deliverables and all materials, models, specifications, source code, object code, design documents, creations, drawings, schematics and part lists associated therewith) (“**Work Product**”). Subcontractor hereby assigns and transfers to Zoovu all right, title and interest to the Work Product throughout the world, including all trade secrets, patent rights, copyrights and all other intellectual property rights therein. Subcontractor hereby represents and warrants that Subcontractor has entered into written agreements with all of its employees and independent contractors who will be involved in the development of any Work Products (collectively “**Contractor Personnel**”), and that such written agreements contain assignments of all intellectual property rights and waivers of all moral rights that the Contractor Personnel may have in any Work Products created by such Contractor Personnel. Subcontractor hereby further agrees to cooperate fully at all times during and subsequent to this Agreement with respect to signing further documents and doing such acts and other things reasonably requested by Zoovu to confirm such transfer of ownership and waiver of rights and as may be required to obtain patents or copyrights or other intellectual property registrations in respect to the Work Products.
- 7.2 Subcontractor covenants and agrees not to make any unauthorized use whatsoever of or to bring onto the premises of Zoovu, its Affiliates or any Client for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any trademarks or copyrighted materials, during the course of Subcontractor’s engagement.
- 7.3 Subcontractor agrees that Subcontractor’s sole and exclusive remedy for any breach by Zoovu of this Agreement will be limited to monetary damages and Subcontractor will not make any claim in respect of any rights to or interest in any Confidential Information, Deliverables or Work Product.

8. TERM AND TERMINATION

- 8.1 This Agreement shall be effective as of the Effective Date and will remain in full force and effect unless or until terminated in accordance with Section 8.3 or 8.4 below. In the event the Parties execute multiple Statements of Work (SOWs) under this Agreement, the Effective Date of this Agreement shall be deemed the date of the last signature on the earliest executed SOW between the Parties.



- 8.2 The term of any Statement of Work shall be set forth in such Statement of Work and in no event shall it exceed the termination and/or expiration of the Services to be performed for the applicable Client.
- 8.3 This Agreement or any Statement of Work may be terminated by either party, without notice, immediately upon the occurrence of any of the following events:
- a) the other party's material breach of any of its material obligations under this Agreement and failure to remedy such breach (if remediable) within a term of ten (10) calendar days from the date of written notice of the breach from the party exercising its rights to terminate;
 - b) any assignment by the other party for the benefit of its creditors, the inability of the other party to pay its debts as they fall due, the appointment of a receiver for or any execution levied upon all or substantially all of the other party's business or assets, or the filing of any petition for voluntary or involuntary bankruptcy or similar proceeding by or against the other party; or
 - c) the other party's dissolution or liquidation.
- 8.4 This Agreement may be terminated by Zoovu at any time for any reason upon sixty (60) calendar days' notice. Any individual Statement of Work under this Agreement may be terminated by Zoovu at any time for any reason, in whole or in part, upon thirty (30) calendar days' notice.
- 8.5 Upon termination for any reason, Subcontractor shall cooperate fully with Zoovu to ensure a smooth transition of services to Zoovu, Client, or any other third party designated by Zoovu. This cooperation shall include transferring all work products, data, and records related to the Client.
- 8.6 The following provisions shall survive any expiration or termination of this Agreement: 1, 2.2, 2.3 3.3, 4, 5, 6, 7, 8.6, 9, 10 (for a period of two (2) years) and 12.

9. INDEMNIFICATION

- 9.1 Subcontractor shall, at its own expense, defend, indemnify and hold harmless Zoovu, its Affiliates and its and their respective officers, directors, employees and agents against and from all third-party actions, claims or proceedings (including but not limited to claims by any governmental or tax authority or agency) alleging that any of Subcontractor's personnel are employees of Zoovu or any of its Affiliates, and all liabilities, losses, costs, damages, penalties and expenses (including all legal fees and expenses and court costs) which Zoovu, its Affiliates or their respective officers, directors, employees and/or agents may incur or suffer as a result of any such actions, claims or proceedings or as a result of enforcing the indemnification provisions set out in this Section 9.1.
- 9.2 Subcontractor shall, at its own expense, defend, indemnify and hold harmless Zoovu, its Affiliates, any applicable Clients and its and their respective officers, directors, employees and agents against and from all third-party actions, claims or proceedings in which it is alleged that any Services or Work Product provided by Subcontractor pursuant to this Agreement infringe, misappropriate or otherwise violate any patent, copyright, trade secret, trade name, trade-mark, or other intellectual property or proprietary right of any third party and all liabilities, losses, costs, damages, penalties and expenses (including all legal fees and expenses and court costs) which Zoovu, its Affiliates or any applicable Clients or their respective officers, directors, employees and/or agents may incur or suffer as a result of



any such actions, claims or proceedings or as a result of enforcing the indemnification provisions set out in this Section 9.2.

9.3 Subcontractor shall, at its own expense, defend, indemnify and hold harmless Zoovu, its Affiliates, any applicable Clients and its and their respective officers, directors, employees and agents against and from all third-party actions, claims or proceedings arising from or relating to any death, bodily injury or damage to real or tangible property due to any act or omission by Subcontractor or any of its personnel and all liabilities, losses, costs, damages, penalties and expenses (including all legal fees and expenses and court costs) which Zoovu, its Affiliates, any applicable Clients or their respective officers, directors, employees and/or agents may incur or suffer as a result of any such actions, claims or proceedings or as a result of enforcing the indemnification provisions set out in this Section 9.3.

10. INSURANCE

10.1 Subcontractor shall maintain commercial general liability insurance on an occurrence basis for claims for damages because of bodily injury (inclusive of death) and property damages caused by, or arising out of, acts or omissions of its personnel, with Zoovu named as an additional insured. The minimum limits of such insurance shall be two million dollars (\$2,000,000) per occurrence, two million dollars (\$2,000,000) products and completed operations aggregate and two million dollars (\$2,000,000) general aggregate. Subcontractor shall maintain Worker's Compensation and Employers' Liability and insurance which shall fully comply with the statutory requirements of all state laws as well as federal laws which may be applicable. Employers' Liability limit shall be \$2,000,000 per accident for Bodily Injury and \$2,000,000 per employee/aggregate for disease. Subcontractor shall maintain Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles and equipment used by Subcontractor with a minimum combined single limit of liability of \$5,000,000 for injury and/or death and/or property damage, with Zoovu named as an additional insured. Additionally, Subcontractor shall maintain a Cyber Liability Insurance policy with minimum limits of five million dollars (\$5,000,000) per claim and in the aggregate, covering network security, privacy liability, data breach response, and any costs associated with notification and recovery related to data security incidents.

10.2 A certificate of insurance in respect of the insurance levels indicated in Section 10.1 shall be furnished to Zoovu promptly upon its request at any time after this Agreement becomes effective and until this Agreement and all Statements of Work issued hereunder have terminated. Subcontractor shall attach to the certificate a copy of the binder that names Zoovu as an additional insured or a copy of the endorsement to the policies. In no event shall the insurance be canceled or allowed to expire without renewal on similarly conforming terms, during such period without 30 calendar days' prior written notice to Zoovu by Subcontractor or Subcontractor's insurer. All insurance policies required under this Section 9 shall be issued by an insurance company rated at least A by the A.M. Best Guide.

11. CONTRACTING ENTITY

11.1 In the table below, "**Contracting Entity**" refers to the Zoovu contracting entity referred in the SOW and determines which table row applies to Subcontractor.

Zoovu Contracting Entity	Governing Law and Jurisdiction
Zoovu (USA), Inc., a Delaware corporation with offices at 855 Boylston Street Suite 1000 (floor 10), Boston, MA 02116), United States of America	Delaware, Dover



Zoovu Limited, a British company registered at 27 Old Gloucester Street, London, WC1N 3AX, United Kingdom	England and Wales, London
Zoovu Germany GmbH, a German company registered at Webergasse 1, Haus B/1, 01067 Dresden, Germany.	Germany, Dresden

12. GENERAL PROVISIONS

- 12.1 **Assignment.** Performance of any obligation hereunder may not be assigned, delegated or otherwise transferred by Subcontractor. Zoovu may, without the consent of Subcontractor, assign this Agreement together with all of Zoovu's rights and obligations under this Agreement (i) to an Affiliate of Zoovu, or (ii) as part of a sale, merger, or other transfer of all or substantially all the assets or stock of the business to which this Agreement relates. Subject to the foregoing limits on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- 12.2 **Third Party Beneficiaries.** Client shall be a third-party beneficiary to this Agreement with respect to the enforcement of Subcontractor's obligations hereunder. Every right, exemption from liability, release, defence, immunity and waiver of whatsoever nature applicable to a party under this Agreement shall also be available and shall extend to benefit and to protect such party's officers, directors, and employees and for such purposes such party is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of such persons for such rights, exemptions, releases, defences, immunities and waivers.
- 12.3 **Invalidity.** If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this Agreement, and all provisions not affected by such invalidity shall remain in full force and effect.
- 12.4 **Waiver.** The waiver by either party of a breach or default in any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.
- 12.5 **Publicity.** Contractor shall not issue any press releases, statements, announcements or communications referencing the relationship between the parties. Contractor shall not use, distribute or publish any material referencing Company or Company's products or services or the existence of an arrangement or agreement between Company and Contractor.
- 12.6 **Entire Agreement.** This Agreement and the SOWs constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. No modification, amendments or supplements to this Agreement shall be effective for any purpose unless in writing, signed by both parties.
- 12.7 **Precedence.** If any conflict exists among the following documents, the order of precedence will be: (1) the applicable SOW, (2) Subcontractor Agreement.
- 12.8 **Governing law and Jurisdiction.** This Agreement is governed by the applicable laws of the country as specified in the Contracting Entity Table. The parties agree to first attempt to resolve any disputes arising out of or in connection with this Agreement through good faith negotiation. If the dispute is not resolved through negotiation within thirty (30) calendar days,



the dispute will be submitted to non-binding mediation. The costs of mediation, including the mediator's fees, shall be shared equally by the Parties. The Parties will endeavor in good faith to agree on the location, the identity of the mediator, and the rules and procedures of the mediation. Should no such agreement as to mediation be reached following a period of fifteen (15) calendar days, the dispute may be brought before the competent court of the corresponding city in which the Zoovu contracting entity is domiciled, as specified in the Contracting Entity Table above, and the Parties consent to the exclusive jurisdiction of such courts without giving effect to any of its conflicts of law principles.

Notwithstanding the foregoing, unless otherwise agreed in the SOW, the laws and jurisdiction of the country in which the Zoovu contracting entity is domiciled shall apply.

12.9 **Notices.** Any notice given under this Agreement must be in writing by email to the following addresses (or addresses notified in writing by either party): to Zoovu: legal@zoovu.com and to Subcontractor: at the Subcontractor's email address stated on the SOW.

12.10 **Counterparts.** This Agreement may be executed in counterparts which taken together shall form one agreement between the parties.

This Subcontractor Agreement was last updated on **30 October 2024**.