

This WeWork Client Addendum for Upwork Enterprise Services (this “**Addendum**”) supplements the terms and conditions set forth in the click-through Upwork User Agreement (<https://www.upwork.com/legal/>) applicable to the use of the features and functionality made available through the Upwork website located at www.upwork.com, as it may be updated from time to time (the “**Upwork User Agreement**”). Unless otherwise expressly noted herein, this Addendum is governed by the terms of the Upwork User Agreement, and each capitalized term used in this Addendum but not defined herein shall have the same meaning as in the Upwork User Agreement. “Client” as used in this Addendum shall refer to you.

YOU UNDERSTAND THAT BY CLICKING ON THE “I ACCEPT” BUTTON, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS ADDENDUM AND THE UPWORK USER AGREEMENT WITH RESPECT TO UPWORK ENTERPRISE SERVICES. IF YOU DO NOT ACCEPT THIS ADDENDUM, YOU MAY NOT ACCESS OR USE THE UPWORK ENTERPRISE SERVICES. IF YOU AGREE TO THIS ADDENDUM ON BEHALF OF A COMPANY (E.G. BY PROVIDING YOUR COMPANY NAME TO UPWORK), YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND YOUR COMPANY TO THIS ADDENDUM AND THAT YOU ARE AGREEING TO THIS ADDENDUM ON BEHALF OF YOUR COMPANY. IN THAT EVENT, YOUR COMPANY WILL OWN THE ACCOUNT AND BE BOUND BY THIS ADDENDUM AND “YOU” AND “CLIENT” WILL REFER AND APPLY TO YOUR COMPANY.

Section 1. Upwork Enterprise Services

Upwork Enterprise. With Upwork Enterprise, Client will have access to a premium Upwork technology and platform service that allows Client to aggregate and engage, in Client’s Talent Cloud® network, groups of Freelancers found on the Upwork platform or brought by Client to the Upwork platform.

Talent Sourcing and Job Post Assistance Services. Client may also request Talent Sourcing Services and Job Post Assistance Services, where Upwork will provide Client with: (i) access to expert Freelancers that Upwork has pre-vetted based on their skills and professional capabilities (“**Upwork Pro Talent Pool**”) (ii) a shortlist of Freelancers advertising the skills that Client seeks; and (iii) a dedicated talent specialist to help Client post projects on the Upwork platform (with Client’s approval).

Enterprise Billing. In addition, Upwork will pay the amounts owed by Client to Freelancers for work and services by Freelancers pursuant to the Upwork User Agreement (“**Client Payment**”) and Client will be invoiced such amounts by WeWork pursuant to Client’s arrangement with WeWork. Notwithstanding the foregoing, Upwork reserves its right to collect any Client Payment and the Upwork Service Fee (defined below) directly from Client if Client does not remit such payments to WeWork.

The services described in this Section 1 are Site Services as defined in the User Agreement.

Section 2. Service Fee

Service Fee. In addition to the Client Payment, Client will pay a service fee equal to 10% of the Client Payment to Upwork (the “**Upwork Service Fee**”). Client Payment includes any applicable fees payable to Upwork pursuant to the User Agreement. Where applicable, Upwork may collect taxes on the service fee.

Section 3. Client Duties and Role of Upwork

Client Duties. Client acknowledges and agrees that Client shall be solely responsible for undertaking the necessary research and due diligence to evaluate any Freelancer information posted or provided by or through Upwork. Client assumes all responsibility for engaging any Freelancer based on any Freelancer information received through Upwork in connection with Upwork Enterprise Services. Client understands and agrees that Client is solely responsible for selecting which Freelancers to engage; determining whether to engage each Freelancer as an independent contractor or as an employee; negotiating and determining the amount and type of payment for Freelancer Services; describing the work to be done by each Freelancer and all communications regarding the work; and determining when Freelancer Services shall commence and end. Any information from Upwork regarding the foregoing for any Freelancer engagement shall not be construed as advice to Client or as binding on Client.

Role of Upwork. If Client requests Talent Sourcing Services from Upwork, Upwork will review Client’s project requirements as described by Client and provide Client with access to certain profiles of Freelancers from the Upwork platform and the Upwork Pro Talent Pool,

subject to the Upwork Pro Talent Pool containing Freelancers who appear to have the skills, availability and interest to meet those requirements. Accordingly, all information regarding a Freelancer posted on or to the Site, the platform, and or provided as part of the Upwork Enterprise Services, is intended to be indicative or illustrative only and is not intended to be a guarantee or warranty on the part of Upwork. Upwork is not responsible for and shall have no liability for Client's use of or reliance on any Freelancer information posted or provided by Upwork.

Section 4. Other Terms

Marks.

Client grants Upwork a non-exclusive, non-transferable, fully revocable license to use Client's name and logo (the "Client Marks") during the Term in marketing Upwork services on the Site and elsewhere. All rights in and to and ownership of all Client Marks are vested in Client absolutely. All uses of the Client Marks will inure to the benefit of Client. Upwork has no right, title or interest in the Client Marks aside from this license. Upon termination or expiration of this Addendum, or notice from Client, the license to the Client Marks will automatically expire and Upwork will immediately cease using the Client Marks on the Site and in any new materials.

Buy-out Fee.

Client agrees to pay a buy-out fee of \$10,000 for each Freelancer whose profile was provided to Client as part of the Upwork Enterprise Services and hired by Client off of or outside the Upwork platform as an employee of Client during the Buy-out Period. This provision shall not apply if Client had already engaged such freelancer on the Upwork platform prior to receipt of the freelancer profile from Upwork. The "Buy-out Period" is the 24 month period immediately after the date that Upwork provides Client with the profile of the Freelancer that is hired by Client outside of or off the Upwork platform. The Non-Circumvention provision in the Upwork User Agreement shall continue to apply to all other cases not described in this section.

Term and Termination.

This Addendum shall be effective as of the date Client accepts this Addendum via the web link provided to Client (the "Effective Date") and shall continue until terminated by either the Client or Upwork. Either party may terminate this Addendum with 15 days prior written notice to the other. Either Client or Upwork may terminate this Addendum immediately if the other party (A) becomes subject to any bankruptcy or insolvency proceeding under federal or state statute that is not dismissed within 30 days, (B) becomes insolvent or subject to direct control by a trustee, receiver or similar authority, or (C) has wound up or liquidated.

General; Entire Agreement.

This Addendum together with the User Agreement represents the entire agreement between the Client and Upwork, and this Addendum together with the User Agreement supersedes all prior agreements and understandings with respect to the matters covered by it. In the event of conflict between the terms of this Addendum and the terms of the Upwork User Agreement, the terms of the Upwork User Agreement will control. Client agrees that Client did not enter in this Addendum based on any representations other than those contained in this Addendum. No modification of or amendment to this Addendum by Client, nor any waiver of any rights under this Addendum, shall be effective unless in writing signed by both Client and Upwork. Notwithstanding the foregoing, to the extent permitted by applicable law, Upwork may amend this Addendum by posting revisions to this Addendum online. Your continued use of the Upwork Enterprise Services after the effective date of a revised version of this Addendum or notice to you of an updated Addendum constitutes your acceptance of its terms and agreement to be bound by its terms. This Addendum will be binding upon and inure to the benefit of Client or Upwork, as applicable, and their respective successors and permitted assigns. Client will not assign or otherwise transfer this Addendum or any rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, without Upwork's prior written consent. Any purported transfer, assignment or delegation without such prior written consent will be null and void and of no force or effect. Upwork will have the right to assign this Addendum to any affiliate or successor to its business or assets to which this Addendum relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.