

These Contractor Terms of Service (this “**Agreement**”) is a contract between you (“**you**”) and Parker Dewey LLC, a Delaware limited liability company (“**PD**”, “**we**” or “**us**”). You must read, agree with and accept all of the terms and conditions contained in this Agreement in order to use our website located at www.ParkerDewey.com (the “**Site**”) and related software and services (collectively, the “**PD Platform**”). PD may amend this Agreement at any time with thirty (30) days written notice to you. Your continued use of the PD Platform after the effective date of a revised version of this Agreement constitutes your acceptance of its terms.

This Agreement includes and hereby incorporates by reference the agreements and policies referred to or linked herein, including our Privacy Policy, as such agreements and policies may be modified by PD from time to time in its sole discretion. In the event of a conflict between the terms of such policies and agreements and the terms of this Agreement, the terms of this Agreement control.

YOU UNDERSTAND THAT BY REGISTERING WITH PD OR BY USING THE PD PLATFORM, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT IN ITS ENTIRETY, YOU MAY NOT ACCESS OR USE THE PD PLATFORM. IF YOU AGREE TO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT. IN THAT EVENT, “YOU” AND “YOUR” WILL REFER AND APPLY TO THAT ENTITY.

1. THE PD PLATFORM.

1.1 Purpose of the PD Platform.

The PD Platform has been created to offer services (the “**Services**”) to users requesting services to be performed (each, a “**Client**”). PD is a third party independent contractor to Clients and may engage certain individuals that have obtained the conditions required by the Site (you, in such capacity, a “**Contractor**”) to perform Services for Clients. Under this Agreement, PD provides access to the Site to you in your capacity as a Contractor. Our services include performing Services for Clients, including recruiting and coordinating Contractors to perform such Services when appropriate. Clients post jobs and invite applications, which may be fulfilled by Contractors on behalf of PD. Contractors post profiles to compete to be selected for jobs. If a Client and PD agree on terms, a contract is formed between Client and PD, and between PD and any applicable Contractor, for the performance of such Services (each such contract, a “**Service Contract**”). PD collects payment from Clients in connection with their acceptance of a Contractor bid through the PD platform. PD then pays Contractors as appropriate in connection with Contractors’ delivery of Services once the Work Product (as defined below) is accepted by Client.

1.2 Eligibility.

The use of the Site is available only to legal entities and persons who are at least eighteen (18) years old and are otherwise capable of forming legally binding contracts under applicable law. You represent, warrant and covenant that you are not (a) a citizen or resident of a country in which use or participation in the PD Platform is prohibited by law, decree, regulation, treaty or administrative act; (b) a citizen or resident of, or located in, a country or region that is subject to U.S. or other sovereign country sanctions or embargoes; or (c) an individual or an individual employed by or associated with an entity identified on the U.S. Department of Commerce’s Denied Persons or Entity List, the U.S. Department of Treasury’s Specially Designated Nationals or Blocked Persons Lists, or the Department of State’s Debarred Parties List or otherwise ineligible to receive items subject to U.S. export control laws and regulations, or other economic sanction rules of any sovereign nation (collectively, a “**Prohibited Person**”). You also hereby

represent and warrant to PD that you are qualified and legally permitted to perform Services in the United States (a “**Permitted Person**”). If you are a Prohibited Person or not a Permitted Person, you may not use the Site, and you hereby agree to indemnify PD against any claims arising from any breach by you of this Section 1.2.

2. PD GENERAL POLICIES.

2.1 User Content Transmitted Through the PD Platform.

- (a) With respect to the content or other materials (including without limitation code, video, images, information, data, text, software, music, sound, photographs, graphics or messages) you upload, post, publish or display through the PD Platform or share with or email, communicate or otherwise distribute to other users or recipients in connection with your use of the PD Platform or otherwise provide to PD (collectively, such actions, “**transmit**” or “**transmitting**”), including without limitation the Work Product (collectively, such content and materials, “**User Content**”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyright and rights of publicity contained therein. By transmitting any User Content you hereby grant and will grant to PD and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sub-licensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify, create derivative works based on, and otherwise use your User Content in connection with the operation of the PD Platform or, with the exception of Work Product, the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. Our use of any User Content will also be governed by our Privacy Policy.
- (b) You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the PD Platform provided by you to PD are non-confidential and PD is entitled to their unrestricted use and dissemination for any purpose, commercial or otherwise, without acknowledgment or compensation to you. Notwithstanding the foregoing, you acknowledge and agree that any feedback or ratings or other similar content posted by a Client in connection with you or any Services performed by or in connection with you will not be deemed to be libel, slander or otherwise unlawful.
- (c) You acknowledge and agree that PD may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process, applicable laws or government requests; (ii) enforce this Agreement; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of PD, its users and the public. You understand that the technical processing and transmission of the PD Platform, including your content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.
- (d) While PD takes security and privacy very seriously, PD is not a HIPAA Business Associate and the PD Platform may not be HIPAA-compliant and should not be used to upload, transmit or store any protected health information (“**PHI**”). You agree that you will not upload, transmit or store any documents containing PHI in connection with PD or the PD Platform, and that any such action shall be a material breach of this Agreement.

2.2 Identity and Account Security.

PD reserves the right to validate your information at any time, including but not limited to validation against third party databases or the verification of one or more official government or legal documents that confirm your identity. You authorize PD, directly or through third parties, to make any inquiries necessary to validate your identity and confirm your ownership of your email address or financial accounts. Failure to provide information about you and your business when requested is a violation of this Agreement. You are solely responsible for ensuring and maintaining the secrecy and security of your PD account password. You agree not to disclose this password to anyone and will be solely responsible for any use of or action taken through the use of such password on PD. You must notify PD support immediately if you suspect that your password has been lost or stolen. By using your PD account, you acknowledge and agree PD's account security procedures are commercially reasonable and appropriate.

2.3 Restrictions.

- (a) *Unauthorized Actions.* You will not access (or attempt to access) the Site by any means other than the interface provided, and you will not use information from the Site for any purpose other than the purpose for which it was made available. You are solely responsible for all User Content. PD reserves the right to investigate and take appropriate legal action against anyone who, in PD's sole discretion, violates this provision. The following are examples of the kind of User Content and/or use that is illegal or prohibited by PD. You will not use the PD Platform to, without limitation:
- (i) transmit any User Content that: (A) infringes any intellectual property or other proprietary or privacy rights of any party; (B) you do not have a right to transmit under any law or under contractual or fiduciary relationships; (C) constitutes material, non-public information about any company and/or constitutes information the disclosure of which would be in violation of securities laws; (D) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (E) poses or creates a privacy or security risk to any person; (F) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (G) is unlawful, harmful, threatening, abusive, harassing, tortuous, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; (H) that constitutes PHI that is subject to HIPAA; or (I) in the sole judgment of PD, is objectionable or which restricts or inhibits any other person from using or enjoying the PD Platform, or which may expose PD or its users to any harm or liability of any type;
 - (ii) interfere with or disrupt the PD Platform or servers or networks connected to the PD Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the PD Platform;
 - (iii) violate any applicable local, state, national or international law, or any regulations having the force of law;
 - (iv) disclose information that constitutes material, non-public information about any third party, information that you have a duty or obligation to keep confidential (whether by agreement,



- law, rule, regulation, fiduciary duty, or other similar obligation or restriction), information the disclosure of which would be in violation of securities laws and/or information that is proprietary to a third party (including past or present employers or companies for which you have consulted) and not owned solely by you;
- (v) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
 - (vi) solicit personal information from anyone under the age of 18;
 - (vii) harvest or collect email addresses or other contact information of other users from the PD Platform by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
 - (viii) advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized;
 - (ix) further or promote any criminal activity or enterprise or provide instructional information about illegal activities;
 - (x) disclose to any third party or use for any purpose other than the purpose for which it was made available any information of PD marked as “confidential” or “proprietary”, including without limitation the “Toolkit”; or
 - (xi) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the PD Platform.
- (b) *No Reverse Engineering.* The technology and software underlying the PD Platform or distributed in connection therewith (the “**Software**”) is the property of PD, our affiliates and our partners. You will not, and will not attempt to, copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by PD.
- (c) *Enforcement of Agreement and Policies.* PD has the right, but not the obligation, to monitor your use of the PD Platform, any User Content that you transmit and the Services performed by the Contractor on behalf of PD to determine your compliance with the terms and conditions of this Agreement and to suspend or cancel your access to the PD Platform if PD believes that you have violated or acted inconsistently with the letter or spirit of this Agreement or violated our rights or those of another party. Without limiting PD’s other remedies, we may suspend or terminate your account, use self-help in connection with our rights to reclaim any available funds, and refuse to provide any further access to the PD Platform to you if: (i) you breach any terms and conditions of this Agreement or other written policies and procedures posted on the Site; (ii) we are unable to verify or authenticate any information you provide to us; or (iii) we believe that your actions may cause legal liability for you, our other users or for PD. Once suspended or terminated, you MAY NOT continue to use the PD Platform under a different account or reregister under a new account. If you attempt to use the PD Platform under a different account, we reserve the right to reclaim available funds in that account and/or use an available payment method to pay for any

amounts outstanding. In addition, violations of this Agreement may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions. When your account is canceled, you may no longer have access to any parts of the PD Platform, including data, messages, files and other material you keep on PD.

- (d) *Prior Agreements.* With respect to any Service Contract, Contractor hereby covenants that, except as Contractor fully discloses previously in writing to PD and the applicable Client, Contractor is not bound by the terms of any agreement with any other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of Contractor's engagement by PD or the applicable Client or to refrain from competing, directly or indirectly, with the business of such other party. Contractor further covenants that Contractor's performance of all the terms of any Service Contract will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by Contractor in confidence or in trust prior to Contractor's engagement with PD and the applicable Client. Contractor will not disclose to PD or any Client or induce PD or any Client to use any confidential or proprietary information or material belonging to others.

3. PAYMENT TERMS, INVOICES AND PAYMENT METHODS.

3.1 PD Fees.

PD charges Clients a fee for performance of Services under each Services Contract ("**Fee**").

3.2 Disbursements to Contractors.

PD will automatically disburse funds to Contractors according to the payment instructions on file with PD within one (1) month after funds become payable. Funds become payable to Contractors after Clients pay PD and after Clients accept work submitted by PD, or a Contractor on behalf of PD. Contractors may ask PD to expedite payments. PD reserves the right to refuse any such request and may assess a processing fee in connection with such a request.

3.3 Hold on Funds.

In cases of fraud, abuse or violation of this Agreement, all monies due to Contractor may be held and/or reclaimed, not just those from the Service Contract(s) under investigation.

3.4 Tax Reporting.

PD is a third party processor, and pursuant to Section 6050W of the Internal Revenue Code, PD will provide a 1099-K form to the Internal Revenue Service for any Contractor based in the United States who is paid over \$20,000 through the PD Platform and participates in over 200 separate Service Contracts in a single calendar year.

Except as provided for above, PD will have no responsibility for determining the necessity of or for issuing any tax forms, or for determining, remitting, or withholding any taxes applicable to Fees and Contractor will be solely responsible for: (a) determining whether Contractor is required by applicable law to file any tax forms or remit to the appropriate authorities any taxes or similar charges applicable to the Fees, and

filing any such tax forms and remitting any such taxes or charges to the appropriate authorities. PD will have the right, but not the obligation, to audit and monitor Contractor's compliance with applicable tax laws as required by this Section 3.4. Further, in the event of an audit of PD, Contractor agrees to promptly cooperate with PD and provide copies of Contractor's tax returns, and other documents as may be reasonably requested for purposes of such audit.

4. SERVICE CONTRACT TERMS; WORKER CLASSIFICATION.

The terms and conditions of the Service Contract applicable to Contractor are as set forth in this Agreement. Client and Contractor may not agree to any other terms and conditions with respect to any such Service Contract, or that otherwise affect the rights or responsibilities of PD as described herein, except with respect to entering standard confidentiality agreements not impacting PD. It is the intent of PD, Client and Contractor that Contractors will be properly classified as independent contractors of PD and Client agrees (a) that Client does not in any way supervise, direct, or control Contractor's work, (b) that Client does not, in any way, supervise, direct, or control Contractor's work hours and location of work, (c) Client does not provide Contractor with training or equipment needed for any Contract, and (d) Client will not reimburse Contractor for any expenses incurred by Contractor in the performance of Services for Client. You further agree: (i) that you are not an employee of PD or Client and that PD and Client does not, in any way, supervise, direct, or control your work or Services; (ii) PD will not have any liability or obligations under or related to Service Contracts or any acts or omissions by you or other users; (iii) PD and Client have no control over you or over the Services promised or rendered by you; and (iv) you have the skills to independently perform the Services for the Client. To the extent that you are aware that Client or PD has acted or failed to act in accordance with the terms of this Article 4, you will promptly (but in no event in more than forty-eight (48) hours after becoming aware of any such act or failure to act) notify PD in writing of any such act or omission.

This Agreement does not create a partnership or agency relationship between Client and Contractor. Contractor does not have authority to enter into written or oral, whether implied or express, contracts on behalf of Client or PD. PD will not deduct any amount for withholding, unemployment, Social Security, or other taxes as it would in the case of an employee. PD (to the extent set forth in Section 3.4) and Contractor will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority, in any nation, with respect to Contractor's performance of Services.

You further acknowledge and agree that PD has no control over when and where you perform Services, what tools or equipment you use in performing the Services, what work must be performed, or what order or sequence must be followed in performing the Services. It is up to Contractor to assess each Client job post and determine for which jobs to apply, and the financial risks and rewards of accepting any Client jobs. Contractor further acknowledges and agrees that jobs are intended to be short-term, and project based, and unrelated to the regular business of PD.

Contractor shall not be eligible or entitled to participate in any employee benefit plans offered generally by PD or Client to PD's or Client's employees or others. Contractor also specifically acknowledges and agrees that Contractor is neither eligible nor entitled to participate in any plans of PD's or Client's retirement, bonus, incentive compensation, equity participation and/or other plans or programs (if/as may exist at any given time) as a result of Contractor's providing Services under the terms of this Agreement. PD and Client have no responsibility for Contractor's independent business and nothing in this Agreement reduces Contractor's responsibility to conduct his/her business responsibly.



5. CLIENT MATERIALS.

PD hereby grants to you a limited, non-exclusive sublicense to use instructions, materials, information and any other intellectual property that Client provides to you in connection with a particular Service Contract (collectively, the “**Client Materials**”), and the intellectual property rights therein, solely for the performance of the Services. Client reserves all other rights and interest in and to the Client Materials. Upon completion or termination of the Service Contract, or upon written request by Client or PD, you will immediately return all Client Materials to Client and purge all copies of Client Materials and Work Product contained in or on your premises, systems or any other equipment otherwise under your control. Within ten (10) days of Client’s or PD’s request, you will provide written certification to PD and Client that all Client Materials have been returned or purged.

6. WORK PRODUCT.

Contractor will make full and prompt disclosure to PD and Client of all inventions, discoveries, designs, developments, methods, modifications, improvements, ideas, products, processes, algorithms, databases, computer programs, formulae, techniques, know-how, trade secrets, graphics or images, and audio or visual works and other works of authorship (collectively, “**Developments**”), whether or not patentable or copyrightable, that are created, made, conceived or reduced to practice by Contractor for PD or Client during the term of the Service Contract that results from the Services (“**Work Product**”). Contractor acknowledges that, except for Pre-Existing Developments (as defined below) all work performed by Contractor is on a “work for hire” basis, and Contractor hereby irrevocably assigns and transfers, and agrees to assign and transfer, to PD and its successors and assigns all of Contractor’s right, title and interest in all Work Product except Pre-Existing Developments, and all related patents, patent applications, trademarks and trademark applications, service marks and service mark applications, copyrights and copyright applications, and other intellectual property rights in all countries and territories worldwide and under any international conventions.

Contractor will cooperate fully with PD and Client, both during and after the term of the Service Contract, with respect to the procurement, maintenance and enforcement of intellectual property rights in, to or that claim or cover the Work Product (except Pre-Existing Developments). Contractor will sign, both during and after the term of the Service Contract, all papers, including without limitation copyright applications, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which PD or Client may deem necessary or desirable in order to protect its rights and interests in any Work Product (except Pre-Existing Developments). If PD or Client are unable, after reasonable effort, to secure Contractor’s signature on any such papers, Contractor hereby irrevocably designates and appoints each current and future officer of PD and Client as Contractor’s agent and attorney-in-fact to execute any such papers on Contractor’s behalf, and to take any and all actions as PD or Client may deem necessary or desirable in order to protect its rights and interests in any Work Product (except Pre-Existing Developments).

7. PRE-EXISTING DEVELOPMENTS IN WORK PRODUCT.

If Contractor incorporates any Development that Contractor has, alone or jointly with others, conceived, developed or reduced to practice prior to the date of the Service Contract that Contractor considers to be Contractor’s property or the property of third parties and that Contractor wishes to have excluded from the scope of the Service Contract (collectively, “**Pre-Existing Developments**”) into the Work Product, Contractor hereby grants to PD a perpetual, irrevocable, paid-up, royalty-free, nonexclusive,

worldwide right to, and right to sublicense Client to: (a) copy, distribute, display, perform, and create derivative works of the Pre-Existing Developments, in whole or in part; and (b) use or otherwise practice the Pre-Existing Developments, in whole or in part, including without limitation, the right and license to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and/or lease products or services which practice or embody, or are configured for use in practicing, the Pre-Existing Developments and the right to practice any method covered by or included in the Pre-Existing Developments. Notwithstanding the foregoing, Contractor will not incorporate, or permit to be incorporated, Pre-Existing Developments in any Work Product without PD's and Client's prior written consent.

8. CONFIDENTIAL INFORMATION.

8.1 **"Confidential Information"** means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by PD, Client or Contractor (the **"Disclosing Party"**) that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to PD, Client or Contractor (as applicable) (the **"Receiving Party"**) or which would be apparent to a reasonable person, familiar with Disclosing Party's business and the industry in which each operates, to be of a confidential or proprietary nature the maintenance of which is important to the Disclosing Party; provided, however, that the details of the Services (including the pricing and Fees pertaining thereto), reports and/or information related to or regarding the Services or Work Product, or a Disclosing Party's business plans, strategies, technology, research and development, current and prospective customers, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified, unless such information is the subject of any of the exceptions set forth in the following sentence. Information and data will not be deemed Confidential Information hereunder if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party.

8.2 The Receiving Party acknowledges that it will have access to the Disclosing Party's Confidential Information. Except as provided in our Privacy Policy, the Receiving Party agrees that it will not: (i) use any such Confidential Information in any way, for its own account or the account of any third party, except for the exercise of its rights and performance of its obligations under this Agreement or a Services Contract, as applicable; or (ii) disclose any such Confidential Information to any party, other than furnishing such Confidential Information to its (a) employees who are required to have access to the Confidential Information in connection with the exercise of Receiving Party's rights and performance of its obligations under this Agreement or a Services Contract, as applicable, and (b) professional advisers (e.g., lawyers and accountants); provided, however, that any and all such employees and advisers are bound by agreements or, in the case of professional advisers, ethical duties, to treat, hold and maintain such Confidential Information in accordance with the terms and conditions of this Services Contract Policy. The Receiving Party agrees that it will not allow any unauthorized person access to Disclosing Party's Confidential Information, and that Receiving Party will take all action reasonably necessary to protect the

confidentiality of such Confidential Information, including implementing and enforcing procedures to minimize the possibility of unauthorized use or copying of such Confidential Information. In the event that the Receiving Party is required by law to make any disclosure of any of Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection.

8.3 Contractor will not disclose to PD or Client any information that constitutes material, non-public information about any third party, information that Contractor has a duty or obligation to keep confidential (whether by agreement, law, rule, regulation, fiduciary duty, or other similar obligation or restriction), information the disclosure of which would be in violation of securities laws and/or information that is proprietary to a third party (including past or present employers or companies for which Contractor have consulted) and not owned solely by Contractor.

8.4 Except as provided in our Privacy Policy, if and when Confidential Information is no longer needed for the performance of Services for this Agreement or the relevant Service Contract, or at the Disclosing Party's written request (which may be made at any time at the Disclosing Party's sole discretion), the Receiving Party will promptly destroy or return all Confidential Information and any copies thereof of the Disclosing Party contained in or on its premises, systems, or any other equipment otherwise under its control. The Receiving Party will provide written certification to the Disclosing Party of compliance with this Section 8.4 within ten (10) days after the receipt of Disclosing Party's written request to certify.

9. YOUR ACKNOWLEDGMENT OF PD'S ROLE.

9.1 Service Contracts.

PD does not direct, has no control over, makes no representations, and does not guarantee the quality, safety or legality of Services advertised, the truth or accuracy of listings, the qualifications, background, or identities of Contractors or Clients, the ability of Contractors to deliver Services, the ability of Clients to pay for Services, or that a Client or Contractor can or will actually complete a transaction.

9.2 No Background Checks.

PD is not required to and does not verify any information given to us by Contractors or Clients, nor does PD perform background checks on Contractors or Clients. PD may provide information about a Contractor or Client, such as a strength or risk score, geographical location or third party feedback, background check or verification of identity or credentials. However, such information is based solely on data that Contractor or Client submits. PD provides such information solely for the convenience of its users and is not an introduction, endorsement or recommendation by PD, and is provided on an "AS-IS" basis by PD.

9.3 PD's Proprietary Rights.

PD and its licensors reserve all rights, title, ownership and interest in and to copyrights, trademarks, service marks, trade names, trade secrets, patents and any other rights to intellectual property, recognized in any jurisdiction, whether or not perfected, in and to the PD Platform. You may not use the

PD Platform except as necessary for the purposes of discharging your obligations or exercising your rights under this Agreement and any Service Contract entered into pursuant to this Agreement. PD reserves the right to withdraw, expand and otherwise change the PD Platform at any time in PD's sole discretion.

9.4 Third Party Websites.

The PD Platform may provide, or third parties may provide, links or other access to other sites and resources on the Internet. PD has no control over such sites and resources and PD is not responsible for and does not endorse such sites or resources. You further acknowledge and agree that PD will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the PD Platform are between you and the third party, and you agree that PD is not liable for any loss or claim that you may have against any such third party.

9.5 Social Networking Services

You may enable access to various online third party services through the PD Platform, such as social media and social networking services like LinkedIn ("**Social Networking Services**"). By logging in or directly integrating these Social Networking Services into the PD Platform, we make your online experiences richer and more personalized. To take advantage of these features and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of activating these Social Networking Services and PD's use, storage and disclosure of information related to you and your use of such services within PD, please see our Privacy Policy. However, please remember that the manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third parties, and PD will have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the PD Platform.

In addition, PD is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, PD is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. PD enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.

9.6 PD as a Limited Agent.

This Agreement and any registration for or use of this Site will not be construed as creating or implying any relationship of agency, franchise, partnership or joint venture between you and PD, except and solely to the extent expressly stated in this Agreement.

From time to time, a user may ask PD to provide a physical or manually signed copy of this Agreement or an ancillary document (for example, to enable you to withdraw payments from your foreign bank account). You hereby appoint PD as your agent for the limited purpose of executing documents that

confirm your activities on the PD Platform. PD will act on your behalf and in a clerical capacity, without in any way restricting PD's rights or expanding PD's obligations under this Agreement or any Service Contract. You hereby appoint PD as your agent to execute an Act of Acceptance or equivalent instrument on your behalf documenting payments made or to be made to Contractors or to PD, if another user so requests.

10. WARRANTY DISCLAIMER.

PD MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SERVICES, WORK PRODUCT, SITE, PD PLATFORM OR ANY ACTIVITIES OR ITEMS RELATED TO THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PD DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SECTION 14.2 STATES YOUR SOLE AND EXCLUSIVE REMEDY AGAINST PD WITH RESPECT TO ANY DEFECTS, NON-CONFORMANCES OR DISSATISFACTION.

11. LIMITATION OF LIABILITY.

IN NO EVENT WILL PD BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT COSTS OR DAMAGES, LITIGATION COSTS, REPLACEMENT COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION OR PROFIT. THE LIABILITY OF PD TO ANY USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE GREATER OF: (A) US\$2,500; AND (B) ANY FEES RETAINED BY PD WITH RESPECT TO SERVICE CONTRACTS ON WHICH YOU WERE INVOLVED AS CLIENT OR CONTRACTOR DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THESE LIMITATIONS WILL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

12. INDEMNIFICATION.

You will indemnify, defend and hold harmless Client, your College or University, and PD and its subsidiaries, affiliates, officers, employees, representatives and agents (each, an "Indemnified Party") from any and all claims, actions, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) arising from or relating to your use of the PD Platform, any Services performed or received by you, or any Service Contract entered into by you (including without limitation claims that Contractor was misclassified as an independent contractor or that PD or Client was an employer or joint employer of Contractor, as well as claims under any employment-related laws, such as those relating to employment termination, employment discrimination, harassment or retaliation, as well as any claims for overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, unemployment benefits, or any other employee benefits), any User Content, your breach or violation of these Terms of Service, or your violation of any rights of another, including any claim that the performance or receipt of Services, or any User Content or Work Product, or any use thereof, infringe, misappropriate or otherwise conflict with any intellectual property or other proprietary rights of any third party.

13. AUDIT RIGHTS.

You will (i) create and maintain records to document satisfaction of your obligations under this Agreement and any Service Contract, including without limitation your service obligations and compliance with tax laws, and (ii) provide copies of such records to PD upon request. PD, or PD's advisors or agents, will have the right, but not the obligation, to routinely, but no more frequently than annually, audit your operations and records to confirm compliance. Nothing in this provision should be construed as providing PD with the right or obligation to supervise or monitor the actual Services performed by you.

14. TERM AND TERMINATION.

14.1 Term.

The term of this Agreement commences on the date of acceptance of this Agreement and continues in effect until terminated in accordance with Section 14.2.

14.2 Termination.

Either party may terminate this Agreement at any time, with or without cause, effective immediately upon written notice to the other party (or by terminating or suspending your account), provided, that any such termination for convenience will not affect the validity of any Service Contracts that have been entered prior to termination and this Agreement will continue to apply with respect to such Service Contracts.

14.3 Consequences of Termination.

Termination of this Agreement will not relieve Contractor of the requirement to fulfill its obligations under any then-existing Service Contracts. PD will pay Contractor, in accordance with the provisions of Section 3. Upon expiration or termination of this Agreement for any reason, you shall immediately cease use of the PD Platform, except for the sole purpose of receiving Fees pursuant to Section 3.

14.4 Survival.

Sections 2 through 13, 14.4, and 15 through 17 will survive expiration or termination of this Agreement for any reason.

15. GENERAL.

15.1 Entire Agreement.

This Agreement, together with the other agreements and policies referenced herein, sets forth the entire agreement and understanding of the parties relating to its subject matter and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between them.

15.2 Compliance.

You will not violate any laws or third party rights on or related to the PD Platform. Without limiting the generality of the foregoing, you will comply with all applicable import and export control laws and third parties' proprietary rights. The Software and the transmission of applicable data (including User Content

and Work Product), if any, is subject to United States export controls. No Software may be exported or re-exported in violation of U.S. export laws. Using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the PD Platform, including as it concerns online conduct and acceptable content.

15.3 Notices; Consent to Electronic Notice.

You consent to the use of: (a) electronic means to complete this Agreement and to deliver any notices pursuant to this Agreement; and (b) electronic records to store information related to this Agreement or your use of the PD Platform. Notices hereunder will be invalid unless made in writing and given: (i) by PD via email (in each case to the email address that you provide); (ii) a posting on the Site; or (iii) by you via email to support@ParkerDewey.com or to such other addresses as PD may specify in writing. The date of receipt will be deemed the date on which such notice is transmitted.

15.4 Modifications.

No modification or amendment to this Agreement will be binding upon PD unless in a written instrument signed by a duly authorized representative of PD. For the purposes of this Section 15.4, a written instrument will expressly exclude electronic communications such as email and electronic notices but will include facsimiles.

15.5 No Waiver.

The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and will in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative of each party.

15.6 Assignability.

You may not assign this Agreement, or any of its rights or obligations hereunder, without PD's prior written consent in the form of a written instrument signed by a duly authorized representative of PD. PD may freely assign this Agreement without your consent. Any attempted assignment or transfer in violation of this Section will be null and void *ab initio*. Subject to the foregoing restrictions, this Agreement will inure to the benefit of the successors and permitted assigns of the parties.

15.7 Severability.

If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability, and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

15.8 Choice of Law.

This Agreement and any controversy, dispute or claim arising out of or relating to this Agreement, including but not limited to a Service Contract, will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.9 Mediation/Arbitration Agreement.

The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this mediation/arbitration agreement, shall be submitted exclusively first to JAMS or its successor for mandatory mediation. If all such disputes, claims or controversies are not finally resolved within sixty (60) days of submission to mediation, then all such unresolved disputes, claims or controversies shall be submitted to JAMS or its successor for final and binding mandatory arbitration in Chicago, Illinois before one arbitrator under JAMS Comprehensive Arbitration Rules & Procedures, effective July 1, 2014, or any later amendment thereof (the JAMS Rules, including the JAMS Streamlined Arbitration Rules and Procedures, shall apply depending on the amount in controversy). Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the conclusion of the mediation or at any time following sixty (60) days from the date of filing the written request for mediation, whichever occurs first ("Earliest Initiation Date"). At no time prior to the Earliest Initiation Date shall either party initiate an arbitration related to this Agreement except to pursue injunctive relief or a provisional remedy in a court of applicable jurisdiction that is authorized by law or by JAMS Rules or by agreement of the parties. However, this limitation is inapplicable to a party if the other party refuses to comply with the requirements for mediation set forth herein. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled until 15 days after the Earliest Initiation Date. The parties will take such action, if any, required to effectuate such tolling. Under this Agreement, each party may bring claims against the other only in that party's individual capacity and not as a plaintiff or class member in any purported class, collective, or representative proceeding, and in no event may the arbitrator consolidate more than one person's claims, or otherwise preside over any form of a class, collective, or representative proceeding. Judgment on the Award of the arbitrator may be entered in any court of competent jurisdiction. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. Nothing in this clause shall preclude the parties from applying to a court of competent jurisdiction: i) for temporary, preliminarily or permanent injunctive relief to enjoin activities that may result in irreparable injury or harm; or ii) for provisional remedies in aid of arbitration.

15.10 Prevailing Language.

The English language version of this Agreement will be controlling in all respects and will prevail in case of any inconsistencies with translated versions, if any.

16. YOUR PRIVACY.

At PD, we respect the privacy of our users. For details please see our Privacy Policy. By using the PD Platform, you consent to our collection and use of personal data as outlined therein.

17. NOTICE FOR CALIFORNIA USERS.

Under California Civil Code Section 1789.3, users of the PD Platform from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at Parker Dewey LLC at 312-767-8601.

In witness hereof, the parties hereto agree to the foregoing terms by signing below.

Contractor:

Parker Dewey LLC:

Signature: _____

Signature: Jeffrey Moss

Name: _____

Name: Jeffrey Moss

Date: _____

Title: Managing member