

This Lattice Certified FHR Program Participation Agreement (the "Participation Agreement") constitutes an agreement entered into between Degree, Inc. (d/b/a Lattice) ("Lattice"), a Delaware corporation located at 360 Spear Street, Floor 4, San Francisco, CA 94105, and the individual, entity, or organization applying to participate in the Lattice Certified Fractional Human Resources ("FHR") Program (the "Program") and that indicates their acceptance of this Participation Agreement as a condition of participating in the Program ("Participant").

By submitting an application to participate in the Program (a "Participant Application"), regardless of whether the Participant Application is submitted by the Participant or their proxy, Participant represents that Participant is at least 18 years old or older at the time of submission of the Participant Application, and that Participant has read and understands this Participation Agreement, and agrees to the terms of this Participation Agreement in a legally binding manner. If Participant is not authorized to enter this Participation Agreement, or if Participant does not agree with the terms and conditions set forth herein, Participant must not accept this Participation Agreement and may not participate in the Program.

This Participation Agreement is effective upon submission of the Participant Application (the "Effective Date") and if Participant is accepted into the Program will remain in effect until termination or expiration in accordance with this Participation Agreement, unless Participant subsequently enters into a separate agreement with Lattice under the Program that supersedes some or all of the provisions of this Participation Agreement. By submitting a Participant Application, Participant represents and warrants that Participant is not prohibited or conflicted from, and has the authority to, enter into and form a binding contract with Lattice, and agrees to be subject to, abide and be bound by, this Participation Agreement if the Participant Application is accepted by Lattice for Participant to participate in the Program. In the event of a direct conflict between this Participation Agreement and any other written agreement entered into between Lattice and Participant, solely with respect to the subject matter of the Program, this Participation Agreement will govern unless or until terminated or superseded by a subsequent agreement.

For the avoidance of doubt, acceptance into the Program is at Lattice's sole discretion, and Lattice is under no obligation to respond to, accept, or approve a Participant Application, and submission of a Participant Application does not guarantee that Participant will be selected or approved as a Participant in the Program.

In consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lattice and Participant agree as follows:

Confidential Information. As used in this Participation Agreement, "Confidential Information" means any information disclosed by Lattice to Participant, or that is made available to Participant in relation to the Program or their Participation Application, including, without limitation, business, technical, financial, and marketing information, that is in written, oral, or any other form, that Lattice designates as being confidential or that, under the circumstances surrounding disclosure, should be clear that it is confidential. "Confidential Information" does not include information that: (i) is in the public domain at the time it was disclosed or subsequently comes into the public domain through no fault of Participant; (ii) Participant can demonstrate was already known to the Participant before receipt from or disclosure by Lattice; (iii) Participant can demonstrate was independently developed by the Participant without use of Confidential Information; or (iv) becomes known to the Participant, on a non-confidential basis, from a source other than Lattice without breach of this Participation Agreement by Participant.

Nondisclosure and Use. Participant shall retain in confidence any Confidential Information received from Lattice. Except with the prior written consent of Lattice, Participant shall not disclose such Confidential Information to any other person or use such Confidential Information for any purpose other than as necessary or permitted under this Participation Agreement or the Program. Confidential Information may be disclosed only to employees, consultants, or clients of the Participant who have a need to know such information strictly in relation to the Program, provided that such persons are made aware of this Participation Agreement and either (i) agree to observe the terms of this Participation Agreement or (ii) are bound by obligations of confidentiality to the Participant of at least as high a standard as those imposed on the Participant under this Participation Agreement. The Participant shall use the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information.

Participant Acknowledgement. Participant acknowledges and agrees that if Participant is accepted into the Program, the subject matter of this Participation Agreement does not contemplate a referral relationship, and its terms and conditions do not promise, guarantee, or otherwise obligate Lattice to pay to Participant a referral fee or any other compensation. Participant further understands and agrees that any such referral fee or similar compensation terms between Participant and Lattice will be governed by, and require Participant's acceptance of, a subsequent agreement under the Program, a condition of which will be Lattice's acceptance of Participant into the Program.

Term, Termination, and Survival. The term of this Participation Agreement will commence on the Effective Date and continue for a period of one year, unless it is superseded by a subsequent agreement related to the Program, or sooner terminated in accordance with the terms set forth herein. Either party has the right to terminate this Participation Agreement at any time, effective immediately, for any reason or no reason, on written notice (e-mail sufficient) to the other party. Following any termination or expiration of this Participation Agreement, the rights and obligations of the parties in this Participation Agreement which, by their nature, should survive termination or expiration of this Participation Agreement, will survive any such termination or expiration of this Participation Agreement.

No Warranty. Participant acknowledges and expressly agrees that any data or other information provided to or used by Participant in relation to the Program, is provided "as-is" and the use of which is at Participant's sole risk without warranty of any kind, and that Lattice specifically disclaims all other warranties of any kind, whether express, implied, or statutory, including but not limited to implied warranties of merchantability, accuracy, compliance with applicable law, fitness for a particular purpose, and non-infringement, to the maximum extent permitted by applicable law. Participant understands and agrees that Lattice is not liable for any claims arising from or related to the Participant Application, or Participant's acceptance into or participation in the Program, whether directly or indirectly, and that neither the Program nor the Participant Application are subject to any service level agreement or any warranties of any kind.

Promotional Rights. If Participant is accepted into the Program, Lattice shall have the right to: publicly promote Participant's participation in the Program in a manner of Lattice's choosing, which may include use of Participant's biography and likeness to promote the Program. Lattice may, but will not be required to, seek Participant's approval for Lattice's use of the Participant's biography or likeness as contemplated hereunder. Lattice will promote the Program in Lattice's sole discretion, and does not provide any promises or warranties that any promotion or publicity expected or desired by Participant will be generated. Participant may promote the Program only in accordance with Lattice's instructions or prior written approval, and at all times subject to this Participation Agreement or superseding agreement related to the Program, provided that such promotional initiatives and any cost associated therewith will be the sole responsibility of the Participant. In addition, nothing in this Participation Agreement grants Participant any authority to bind or commit Lattice in any manner, and in the absence of such permission granted under a subsequent or superseding agreement, Participant will not represent to any person that it is an agent of Lattice or is otherwise authorized to bind Lattice to any transaction.

Relationship. As between Lattice and Participant, Participant understands and agrees that Participant is an independent contractor and that Participant is not Lattice's employee, worker, partner, or agent. If applicable, Participant shall be solely responsible for the payment of their income tax and insurance and Participant is not entitled to the provision of any employee benefits from Lattice nor will Lattice be required to pay any sick pay, holiday pay, or insurance on behalf of Participant. Participant at all times remains responsible for the payment of any and all taxes of any kind resulting from the services Participant performs in relation to a Program. Participant agrees to indemnify and keep Lattice fully indemnified against all costs (including legal costs), claims, demands, deductions, contributions, assessment, expenses, penalties, fines, interest, and liabilities arising out of or in connection with (i) any claim, finding, or determination that Participant is an employee, worker, or agent of Lattice (including Lattice's costs of terminating any employment or alleged employment), (ii) any claim, finding, or determination by the relevant tax or regulatory authorities that Lattice is obliged to make tax or insurance (or equivalent) contributions or social security contributions on the basis that Participant is, or deemed to be, an employee, worker, or agent of Lattice, and/or (iii) any breach by Participant of the warranty above.

Limitation of Liability. Participant understands and agrees that Lattice and its shareholders, officers, directors, employees, agents, independent contractors and representatives (the "Lattice Parties") will not be liable for, and Participant assumes all such risk and expressly releases the Lattice Parties from, any direct, indirect, consequential, punitive, special, or any other damages, losses, suits, claims, causes of action, liabilities, expenses, costs, and attorneys' fees incurred arising from or in relation to the Participant Application, Participant's acceptance or participation in the Program, or otherwise in connection with the Program or this Participation Agreement. Participant further agrees to indemnify, defend, and hold harmless the Lattice Parties from any and all losses, damages,

finances, suits, claims, causes of action, liabilities, expenses, costs, and attorneys' fees incurred arising from or in relation to the Participant Application, Participant's acceptance or participation in the Program, or otherwise in connection with the Program or this Participation Agreement.

Assignment. Participant acknowledges and agrees that Participant has no right to assign, transfer, delegate, or subcontract any of Participant's rights or obligations under this Participation Agreement without the prior written consent of Lattice. Any purported assignment, transfer, delegation, or subcontract in violation of this Section shall be null and void. No attempted assignment, transfer, delegation, or subcontract will relieve Participant of any of Participant's obligations hereunder. Lattice may at any time assign, transfer, delegate, or subcontract any or all of its rights or obligations under this Participation Agreement without Participant's prior written consent.

General. Except where Participant subsequently enters into a separate agreement with Lattice that supersedes some or all of the provisions of this Participation Agreement, this Participation Agreement constitute the entire agreement between Participant and Lattice. Each party agrees that they do not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Participation Agreement. The rights and liabilities of the parties hereto are binding on, and shall inure to benefit of, the parties and their respective successors and permitted assigns. Any variation to the provisions of this Participation Agreement will have no effect unless expressly agreed in writing and signed by a duly authorized representative of Lattice. This Participation Agreement and all matters arising out of or relating to this Participation Agreement or a Program, whether in contract, tort, by statute or otherwise, are governed by and construed in accordance with the laws of the State of California, without giving effect to the conflict of law provisions, and the parties agree to submit to the exclusive jurisdiction of the state and federal courts located in San Francisco, California. Participant hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Participation Agreement or the Program.