

KFORCE TECHNOLOGY PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”), dated 03/14/2022, is entered into between Kforce Technology (hereinafter “Kforce”), with its principal office located at 1001 E. Palm Avenue, Tampa, FL 33605, Andrew Sharp and (hereinafter “CONSULTANT”), with a current address of 212 Thompson Sq. Mountain View, CA 94043

- 1) **Employment:** Kforce employs CONSULTANT to provide services on assignment to Kforce’s client(s) (“client” may include affiliates, customers or clients of client, hereinafter collectively referred to as “CLIENT”), as described in a separate written Employee Work Assignment.
- 2) **Compensation:** Kforce shall pay CONSULTANT for services rendered on assignment to CLIENT at the rates set forth in the Employee Work Assignment. CONSULTANT is responsible for submitting, at the time and in the manner required by Kforce and/or CLIENT, complete and accurate records including all hours worked each day by CONSULTANT and/or any hours to be compensated for but which were not worked (such as PTO Allowance time) as appropriate. CONSULTANT shall not work “comp time”, and if requested to do so by CLIENT, must refuse and notify Kforce of the request. CONSULTANT shall not work overtime without prior approval from Kforce and CLIENT. CONSULTANT shall not work from home without prior written consent of Kforce and CLIENT.
- 3) **Benefits:** Full time consultants shall be entitled to enroll self (and eligible dependents) in Kforce’s applicable group insurance coverage on the terms and conditions provided for in those plans, as amended or modified from time to time.
- 4) **Expenses:** Reasonable out of pocket expenses incurred by CONSULTANT and conforming to Kforce and CLIENT expense guidelines will be reimbursed. Documentation supporting expense reimbursement requests should be submitted weekly as incurred, but in any event shall be submitted no later than 21 days after expense is incurred.
- 5) **Governmental Reporting:** CONSULTANT will complete an IRS form W-4 and Kforce shall be responsible for the withholding and depositing of payroll taxes to the IRS as provided for by law. The CONSULTANT will receive an IRS form W-2 at year end from Kforce reporting all compensation earned by CONSULTANT.
- 6) **Compliance:** It is Kforce’s policy to comply with all federal, state and local laws pertaining to employment relationships, compensation and benefits. In the event CONSULTANT believes there has been an error, omission or other discrepancy relating to same, CONSULTANT shall immediately notify Kforce so that Kforce can investigate and respond.
- 7) **Return of Information and Property:** Upon termination of this Agreement, or upon the request of Kforce, CONSULTANT shall immediately deliver to Kforce or CLIENT all data, documents, information and property acquired or held by CONSULTANT in connection with this Agreement. Computer hardware and other fragile property shall be properly packed for safe shipping by a professional shipping outlet such as UPS or Federal Express.

- 8) Ideas and Inventions: CONSULTANT agrees that all ideas, inventions, designs, discoveries, specifications, drawings, schematics, prototypes, models, and all other information and items made during CONSULTANT'S performance of the Services under this Agreement ("Work Product") will belong solely to CLIENT, and CONSULTANT will retain no rights therein. CONSULTANT further agrees to assign to CLIENT all right, title and interest to such Work Product. Upon request, CONSULTANT agrees to assist CLIENT, at CLIENT'S expense, to obtain patents or copyrights for such Work Product, including the disclosure of all pertinent information and data with respect thereto, and to execute all applications, specifications, assignments, and all other instruments and papers which CLIENT shall deem necessary to apply for and/or to assign to CLIENT, its successors and assigns, the sole and exclusive right, title and interest in such Work Product. CLIENT shall be an express third party beneficiary of the provisions of this paragraph.
- 9) Confidential Information: CONSULTANT understands and agrees that in the course of employment with Kforce, CONSULTANT will receive and become aware of information, projects, practices, customers and customer contacts, potential customers and candidates, candidates, methodologies and management philosophy relating to Kforce's business. CONSULTANT hereby acknowledges the sensitivity and confidential nature of such information, and covenants and agrees to keep all such information strictly confidential. CONSULTANT shall not at any time or in any manner, either directly or indirectly, divulge, disclose, communicate, or use confidential information obtained or learned while employed by Kforce, except as necessary, appropriate and authorized in connection with CONSULTANT'S legitimate duties of employment.

Further, CONSULTANT shall not use or disclose any non-public information acquired as a result of this Agreement or any assignment hereunder, concerning any aspect of CLIENT'S business, except to the extent authorized and required to perform CONSULTANT'S duties hereunder. Such information, including but not limited to clinical research information, shall be deemed confidential information and kept confidential. CONSULTANT warrants and agrees that CONSULTANT will not, in the performance of any work assignment hereunder, disclose or use any trade secrets, designs, ideas, materials, information or intellectual property to which CONSULTANT does not have the free, complete, and unrestricted right to disclose or use. CONSULTANT agrees to defend, indemnify and hold Kforce harmless from any expense or liability of any kind (including reasonable attorney's fees), which Kforce may incur as a result of the breach of any provision of the paragraph.

As a CONSULTANT of Kforce, CONSULTANT may have access to personal information (e.g., social security numbers, full names, birth dates and banking information) and to protected health information of Kforce or CLIENT. CONSULTANT understands and agrees that he/she is obligated to protect and maintain the confidentiality of all such information.

During the performance of services under this Agreement, should CONSULTANT detect an unauthorized release or other compromise of Kforce or CLIENT confidential information, or detect any warning signs that identity theft of an individual may have occurred, CONSULTANT agrees to immediately report such to Kforce and to CLIENT, as appropriate. CONSULTANT further agrees to follow all Kforce and/or CLIENT policies related to the protection of confidential information, the identification and reporting of compromise of confidential information, and the detection and reporting of warning signs of potential identity theft.

CONSULTANT understands and agrees that CONSULTANT'S obligation to maintain the confidentiality of such information obtained while employed by Kforce shall continue beyond the termination of CONSULTANT'S employment. As outlined in our Commitment to Integrity, however, CONSULTANT may disclose confidential information or trade secrets to relevant

government agencies in connection with whistleblower complaints. CONSULTANT may also file documents in lawsuits that contain confidential or trade secret information as long as such information is filed under seal.

- 10) Exclusive Employment: During the term of this Agreement, CONSULTANT will not engage in other employment in the same general field as CONSULTANT'S Kforce assignment without the express written consent of Kforce.
- 11) Non-Solicitation: CONSULTANT agrees that during CONSULTANT'S employment with Kforce and for a period of one year following the termination of CONSULTANT'S employment with Kforce, whether the termination is voluntary or involuntary, CONSULTANT shall not, directly or indirectly, on CONSULTANT'S own behalf or on behalf of any other person or entity:
 - a. Solicit, undertake, engage in, or negotiate the provision of CONSULTANT'S services to, or accept employment with, any CLIENT with whom CONSULTANT had substantial business contacts through Kforce during the one year period preceding CONSULTANT'S termination, or for whom CONSULTANT provided services through Kforce at any time during the one year period preceding CONSULTANT'S termination, unless CONSULTANT first notifies Kforce in writing of CONSULTANT'S intent, and Kforce consents in writing to such activity (for purposes of this Agreement, "substantial business contacts" shall include interviews with CLIENT or the preparation of proposals to CLIENT); or
 - b. Solicit, hire, attempt to hire, contract, or attempt to contract with any employee of Kforce or otherwise encourage any employee of Kforce to terminate his/her relationship with Kforce; or
 - c. Solicit, refer, negotiate the provision of, or otherwise encourage, a third party's services to any CLIENT with whom CONSULTANT had substantial business contacts through Kforce during the one year period preceding CONSULTANT'S termination, or for whom CONSULTANT provided services through Kforce at any time during the one year period preceding CONSULTANT'S termination, unless CONSULTANT first notifies Kforce in writing of CONSULTANT'S intent and provides Kforce the "right of first refusal" to present the third party to CLIENT through Kforce (for purposes of this Agreement, "substantial business contacts" shall include interviews with CLIENT or the preparation of proposals to CLIENT).

CONSULTANT agrees to notify Kforce of any open positions, job orders, or outsourced projects of which CONSULTANT becomes aware at any time during the CONSULTANT'S services through Kforce. CONSULTANT may be entitled to a referral fee bonus, and is encouraged to ask Kforce about whether such is available and the details thereof.

- 12) Other Documentation: As a condition of CONSULTANT'S employment hereunder, CONSULTANT may be required to sign additional assignment-specific documentation, such as confidentiality agreements, intellectual property assignments, property custody forms, and workplace conduct and safety rules. CONSULTANT will allow Kforce to use CONSULTANT's name, image or likeness in business-related marketing materials and will receive no special compensation in return.
- 13) No Authority to Contract: CONSULTANT shall have no authority to bind Kforce, or assume, enter into, or act on behalf of Kforce, for any obligation, agreement, or act, except to the extent CONSULTANT is expressly authorized in writing by Kforce. In addition, CONSULTANT understands and agrees that CONSULTANT is prohibited from negotiating, renegotiating, or agreeing to any terms, or alteration of terms, regarding the provision of services to Kforce's

CLIENT, the hours worked by CONSULTANT, the length of any assignment, the compensation paid to Kforce, or any other aspect of the relationship between Kforce and its CLIENT. CONSULTANT agrees and understands that CONSULTANT will refer any questions regarding the relationship between Kforce and its clients to CONSULTANT'S designated Kforce supervisor or the appropriate Kforce representative.

- 14) Warranty: CONSULTANT represents and warrants that CONSULTANT'S performance of the duties hereunder will not conflict with, breach, or otherwise impair any previously existing agreement of understanding, whether oral or written, into which CONSULTANT may have entered with other parties, including employment, confidentiality, or non-competition agreements.

- 15) Employment Relationship, Waiver of Other Benefits: CONSULTANT agrees that he/she is an employee of Kforce. Accordingly, Kforce shall withhold and deposit payroll taxes as required by law, and shall supply CONSULTANT with required statutory benefits, such as worker's compensation and unemployment compensation coverage. In addition, CONSULTANT may be eligible for other benefits under applicable Kforce benefit plans, according to their terms and conditions. **In consideration of this Agreement and the employment opportunity contained herein, and to the maximum extent permitted by law, CONSULTANT hereby fully and freely waives any and all rights to seek, receive, or participate in CLIENT'S health, life, and disability benefits, bonuses, incentive plans or awards, retirement or pension benefits, stock plans, and all other plans or benefits offered by CLIENT.**

- 16) Termination: This Agreement or any Employee Work Assignment hereunder may be terminated immediately by Kforce if CONSULTANT shall fail to diligently or satisfactorily perform the usual and customary duties of CONSULTANT's assignment, or such other duties as may be assigned from time to time. In addition, if CLIENT terminates its work order with Kforce for CONSULTANT'S services, this Agreement or any Employee Work Assignments may be terminated immediately by Kforce. Kforce may terminate this Agreement or any Employee Work Assignment hereunder without cause, and for any reason, at any time. CONSULTANT may terminate this Agreement or any Employee Work Assignment hereunder by providing two weeks written notice to Kforce. In the event of termination, CONSULTANT shall be entitled to receive only such compensation as CONSULTANT has accrued through the date of termination.

- 17) Dispute Resolution: Except as may be prohibited by DFARS 252.2006, "Restrictions on the Use of Mandatory Arbitration Agreements," any dispute, controversy or claim arising out of or relating to this Agreement, CONSULTANT'S employment, or the termination of CONSULTANT'S employment, shall be settled by binding arbitration administered exclusively by the American Arbitration Association ("AAA") under its Employment Arbitration Rules. This Agreement is intended to benefit and bind certain third party non-signatories. The interpretation and enforcement of this provision shall be governed exclusively by the Federal Arbitration Act. The arbitration will be held in the city in which the Kforce office CONSULTANT is assigned is located or if CONSULTANT is a remote employee, the city in which the Kforce office CONSULTANT is geographically closest to is located. Judgment on the award rendered by the arbitrator may be entered in any court with jurisdiction. Notwithstanding, either party shall be entitled to seek a restraining order or preliminary injunctive relief and all other forms of relief, inclusive of attorney's fees and damages in any court of competent jurisdiction to prevent violation or continuation of any violation under Sections 7 - 11 of this Agreement.

Should a court or arbitrator determine that arbitration pursuant to this Agreement is unavailable for any reason, CONSULTANT and Kforce waive any right to a jury and instead agree and stipulate that the claim(s) at issue will be heard only by a judge, to the maximum extent permitted by law.

CONSULTANT understands and agrees that CONSULTANT may not bring, participate, or join any claim or dispute in a class, collective, representative, joint or group action. Any disputes regarding the enforceability or scope of this provision shall be decided by a court of competent jurisdiction rather than by an arbitrator. Should a court determine that this prohibition on class, collective, representative, joint, or group actions is invalid for any reason, the parties waive any right to arbitration of the class, collective, representative, joint, or group action and instead agree and stipulate that such claims will be heard only by a judge and not an arbitrator or jury, to the maximum extent permitted by law. The parties agree that if a party brings an action that includes both claims subject to arbitration under this Agreement and claims that by law are not subject to arbitration, all claims that by law are not subject to arbitration shall be stayed until the claims subject to arbitration are fully arbitrated. In such a situation, the arbitrator's decision shall be dispositive and entitled to full force and effect in any separate lawsuit on claims that by law are not subject to arbitration.

CONSULTANT acknowledges and agrees that this mutual agreement to arbitrate may not be modified or rescinded except in writing by both CONSULTANT and Kforce. CONSULTANT further agrees that CONSULTANT is not relying on any promises or representations by Kforce that are not contained in this Agreement.

BY SIGNING THIS AGREEMENT, CONSULTANT ACKNOWLEDGES THAT CONSULTANT HAS RECEIVED AND READ OR HAD AN OPPORTUNITY TO READ THIS ARBITRATION PROVISION IN FULL. CONSULTANT UNDERSTANDS THAT CONSULTANT IS VOLUNTARILY SUBMITTING TO BINDING ARBITRATION, WHICH REQUIRES THAT DISPUTES INVOLVING MATTERS SUBJECT TO ARBITRATION WILL BE RESOLVED THROUGH ARBITRATION ON AN INDIVIDUAL BASIS AND NOT BY A JUDGE OR JURY IN COURT.

- 18) Successors and Assignment: This Agreement shall inure to the benefit of Kforce and its affiliated companies, subsidiaries, successors and assigns, current and future, including but not limited to any successor by merger, consolidation, purchase of assets, purchase of stock or otherwise. This Agreement may be assigned by Kforce. This Agreement may not be assigned by CONSULTANT.
- 19) Waiver and Severability A waiver of any breach of this Agreement is effective only if in writing and signed by the party against whom the waiver is sought to be enforced. The waiver of any breach does not constitute a waiver of any subsequent breach. If any provision, or any portion thereof, of this Agreement is held to be invalid, illegal, or unenforceable, in whole or in part, such invalidity shall not affect any otherwise valid provision and all other valid provisions shall remain in full force an effect.
- 20) Complete Agreement, Right to Enter Into Agreement, and Counterparts: CONSULTANT agrees and understands that this Agreement supersedes any and all prior Agreements, negotiations, or understandings between Kforce and CONSULTANT, and that this Agreement is the complete Agreement between Kforce and CONSULTANT concerning the subject matter hereof. CONSULTANT warrants and represents that CONSULTANT has read this Agreement and understands the terms contained herein; that CONSULTANT has the legal right to enter into this Agreement; and that CONSULTANT does so willingly and without duress. CONSULTANT further

warrants and represents that CONSULTANT is not bound by any other agreement, contract or duty that would prevent or impede CONSULTANT from devoting CONSULTANT'S best efforts to Kforce. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement entered into by both parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one document.

The terms of this Professional Services Agreement are agreed to by:

Kforce Technology:

Kforce Representative Signature

Date: 03/14/2022

CONSULTANT:

Consultant Signature

Date: 03/14/2022