



# Terms of Service Agreement

This Terms of Service Agreement (“Agreement”) is agreed to between you, as an Independent Contractor (“Contractor”), and TaskUs. “TaskUs” refers to TaskUs USA LLC, TaskUs S.A. de C.V., TaskUs India Private Limited, TaskUs Greece Single Member Private Company, TaskUs Ireland Private Limited, TaskUs Colombia SAS, Taiwan Branch, Ridiculously Good Outsourcing, Inc., or TaskUs Outsourcing Philippines, Inc., as applicable depending on each Contractor’s individual circumstances. TaskUs and Contractor shall be collectively referred to as the “Parties.”

TaskUs’s “Customers,” in various sectors and in many countries, need services for different types of projects (“Customer Projects”). The Contractor has special skills that enable him/her to perform certain Customer Projects, which he/she shall participate in remotely. This Agreement is a framework agreement by which Contractor commits to complete, for TaskUs, certain Customer Projects that Contractor, at Contractor’s sole discretion, selects and agrees to complete, using the TaskUs “Customer Platform.”

All the services provided by Contractor to TaskUs are governed by the terms and conditions set forth in this Agreement. Each Customer Project will constitute its own individual freestanding contract between the Parties—incorporating the terms of this Agreement.

By acknowledging this Agreement, Contractor confirms that he/she has read and understands the terms of the Agreement, which has been provided and originally drafted in the English language. By acknowledging this Agreement, Contractor consents to signing and acknowledging TaskUs documents electronically, and he/she agrees that his/her electronic signature will have the same legal effect as if it was signed in person and in wet ink.

## 1. The Taskus Platform

**A. Customer Project Deliverables.** Subject to the terms of this Agreement, TaskUs will grant Contractor access to the TaskUs Platform, which is currently named TaskVerse or as it may be named in future iterations (“TaskUs Platform”), so that he/she may select Customer Projects, at the stated fee of each Customer Project. Each Customer Project

will include the required deliverables, fees, due dates, and any other relevant information that may apply to the project. TaskUs may alert Contractor of other available Customer Projects through the TaskUs Platform or other means of communication (*i.e.*, email correspondence, newsletters, notices etc) as permitted by the Contractor.

**B. Contractor Discretion.** Contractor has full discretion to determine whether, when, and how often Contractor will participate in Customer Projects without any form of penalty to the Contractor. Contractor is under no obligation to perform any Customer Project that Contractor does not affirmatively select and agree to complete. Should the Contractor accept a Customer Project, Contractor shall receive Instructions and Guidelines (“Guidelines”) detailing the requirements of that Customer Project. Each Guidelines is incorporated herein by reference. Contractor agrees to complete the Customer Project in accordance with the specific Guidelines. Subject to the terms of each Guidelines, Contractor has full discretion and independence to determine when and how to perform the services required for the specific Customer Project.

## 2. Contractor Representations and Warranties

**A. Independence.** Contractor is independent from TaskUs, providing services like the Customer Projects for customers other than TaskUs—TaskUs is just one of Contractor’s customers. This Agreement is not exclusive: Contractor can perform services similar to Customer Projects for clients other than TaskUs, as long as those other arrangements do not present any conflict of interests.

**B. Autonomy.** As an independent business, subject to the terms of each Guidelines, Contractor is solely responsible for determining how to operate Contractor’s business and how, when and where to perform Customer Projects. TaskUs cannot control how Contractor performs Customer Projects.

**C. Compliance.** Contractor agrees that, prior to any payment from TaskUs, he/she shall be subject to an Office of Foreign Assets Control (“OFAC”) check in order to confirm that he/she is permitted to do business with the United States. Failure of the OFAC check will disqualify the Contractor from participating in any Customer Projects. Contractor further agrees to perform Customer Projects, complying with all applicable laws and where applicable, TaskUs’s Global Supplier Code of Conduct, which can be located at <https://www.taskus.com/global-supplier-coc/>. These policies are incorporated herein by reference. “Applicable laws” includes both laws of Contractor’s location and U.S. laws that apply to TaskUs or its Customers’ business worldwide—including the U.S. Foreign Corrupt Practices Act, which prohibits bribing government officials anywhere in the world. Contractor

agrees not to use the TaskUs Platform for any illegal purpose or purpose prohibited by this Agreement or in a way that could impair the TaskUs Platform. Contractor, during the term of this Agreement, will maintain all licenses, permits, and certificates necessary to perform Customer Projects.

**D. No Customer Self-dealing.** Contractor will not divert Customer Projects, or solicit or contract directly with TaskUs customers, either for Contractor or for any third party.

**E. Skills, Qualifications, and Performance.** Contractor represents and warrants that he/she will complete all Customer Projects in a highly skilled and professional manner consistent with the highest professional standards in the industry. Contractor further represents that he/she has the necessary qualifications and expertise to perform the Customer Projects. Contractor agrees to devote best efforts, skills, and abilities to completing and performing Customer Projects in accordance with this Agreement. Contractor agrees to promptly correct any failure of the services to conform to these representations and warranties at Contractor's sole cost and expense.

### 3. Independent Contractor Relationship

**A. Structurally Independent Parties.** This Agreement is between two independent parties that are separate and distinct from one another. This Agreement creates the relationship of principal and independent contractor—not of employer and employee. The parties are not employees, agents, joint venturers or partners of each other for any purpose. Neither party will have a right to bind the other by contract or otherwise except as specifically provided in this Agreement. To the extent relevant under applicable local laws, this Agreement is a contract for services and is not an employment contract regulated by employment law. Contractor is not integrated into the TaskUs organization in any manner whatsoever.

**B. Independent Business Operations.** As an operator of an independent business, Contractor represents that he/she pays taxes as self-employed or as a business. TaskUs will not payroll Contractor as an employee, and so will not make payroll reports, withholdings or contributions to government agencies. Where applicable, Contractor represents that (1) he/she pays applicable income taxes/VAT taxes/social security/social charges as self-employed or as an independent business; (2) he/she is registered with the local country's government as an independent business; (3) he/she files local tax/VAT; and (4) he/she pays social security directly.

**C. Sole Taxable Entity In-Country.** This provision only applies in the event that the Contractor participates in a Customer Project in a country where TaskUs does not transact any other business. In such an event, all business transacted by the Contractor under this Agreement in the country where Contractor is located shall be transacted only by Contractor, in Contractor's own name—not as agent for the TaskUs. Contractor's office and premises in the country where Contractor is located are Contractor's alone—not a location of TaskUs.

#### **4. Contractor's Equipment And Staff**

**A. Equipment.** Contractor will provide (at Contractor's sole expense), well-functioning tools, equipment, supplies, and materials needed to perform Customer Projects, including adequate technical equipment (hardware and software) and internet connection, as well as office supplies and a physical location to provide such services.

#### **5. Payment Terms; Service Failures**

**A. Payment.** TaskUs will pay Contractor for all completed and undisputed Customer Projects by no later than sixty (60) days after the fees for each completed and undisputed Customer Project is calculated. Fees are calculated automatically through the TaskUs Platform based on the number of Customer Projects completed and reviewed by TaskUs and/or its clients. TaskUs reserves the right to pay a Contractor their arrears without explicit request by the Contractor to be paid.

**B. Incorporating Customer Project Payment Terms.** The Parties incorporate herein by reference all payment terms in each Customer Project that Contractor, in the future, duly accepts and agrees to complete.

**C. Full and Complete Payment.** Contractor agrees that the fees offered will be full and complete compensation for Contractor's performance of the services and shall be inclusive of any taxes. Contractor will be solely responsible for all costs and expenses associated with the Customer Project. Contractor is also solely responsible for the payment of

any taxes, fees, costs or otherwise to the appropriate tax authority in a timely manner and as prescribed by law.

**D. Service Failure.** TaskUs or its customers shall review each Customer Project and may provide Contractor with requested corrections to align with TaskUs's or its customers' expectations. Contractor agrees to promptly fulfill all corrections requested by TaskUs or its customers that are reasonably within the scope of the Customer Project for no additional fee. If such service failures cannot be resolved by Contractor, then TaskUs reserves the sole discretion to withhold payment for the Customer Project at issue. Any sums withheld pursuant to this Section shall not accrue any other charges or interest; however, depending on the circumstances involved, TaskUs reserves the right to pay Contractor for the amount withheld.

## 6. Indemnity; Insurance

**A. No Liability.** Neither party shall be liable for any indirect, incidental, special or consequential damages whatsoever arising out of or in connection with this Agreement, including lost profits, anticipated or lost revenue.

**B. Indemnification.** Contractor will indemnify, protect and hold harmless TaskUs from any claim, demand, damages, lawsuit, loss, liability or cause of action arising directly or indirectly from Contractor's actions or omissions arising from Contractor's commitment to or performance of a Customer Project, including personal injury or death to anyone, or liability for civil or criminal conduct—or any liability arising from Contractor's breach of this Agreement. Contractor's indemnification obligation may include the cost to defend TaskUs. This indemnification commitment means Contractor will indemnify TaskUs for taxes, VAT tax, social security or payroll obligations, arising out of a breach of Contractor obligations or representations in Section 3 (above). Additionally, Contractor will (to the extent permitted by applicable law), at his/her own expense, indemnify, defend and hold TaskUs, its affiliates and their respective directors, officers and employees harmless each from a determination by any court, arbitrator, taxing authority, government entity, agency, ministry or adjudicating body that the relationship between TaskUs and Contractor, is not an independent contractor relationship, including any and all damages, expenses, liabilities, costs, penalties, losses and claims as a result of enforcing the indemnification provisions set out in this Section.

**C. Insurance.** Contractor has, and will maintain during the term of this Agreement, adequate insurance cover to meet all his/her obligations under this Agreement.

## **7. Confidentiality; Intellectual Property Assignment**

**A. Confidential Information.** In performing this Agreement, the Parties or a TaskUs customer might disclose confidential or proprietary information (“Confidential Information”). Confidential Information includes, but is not limited to, the following: data regarding the identity and contact information of TaskUs customers; any information related to TaskUs customers such as information about the customer’s business, product plans, strategic partnerships; software, financial, marketing, strategies, and other business information; and any rating procedures, rules, and guidelines, systems, and processes, and all related training and documentation. Confidential Information does not include information known to the contractor, without any obligation of confidentiality, prior to receiving the same information from TaskUs; information that is or becomes publicly available; or information that the Contractor obtained from a source other than TaskUs, without any obligation of confidentiality.

**B. Use of Confidential Information.** Contractor understands that Confidential Information constitutes a valuable and unique asset to TaskUs. As such, he/she shall hold in confidence—and will not disclose or, except in performing Customer Projects, use—any Confidential Information. Contractor further represents that he/she shall not use Confidential Information for his/her own benefit or the benefit of another third party. Specifically, Contractor shall not disclose any Confidential Information, including the identity of any of TaskUs clients, in social media or on the Contractor’s website, and Contractor shall not duplicate any images or text provided to Contractor, other than as strictly needed to complete the Customer Project. Contractor shall also not disclose or distribute any Confidential Information to any third party without TaskUs’s prior written consent.

**C. Protection of Confidential Information.** Contractor represents that he/she will protect Confidential Information from any unauthorized use or disclosure, including implementing all reasonable security measures needed to protect the Confidential Information. Contractor will notify TaskUs immediately if he/she becomes aware of any unauthorized disclosure or use of any Confidential Information, including any personal data received by Contractor in the course of performing the Customer Project.

**D. Subpoenas/Court Disclosures.** Contractor may disclose Confidential Information pursuant to a valid order issued by a court or government agency; provided that,

Contractor gives TaskUs at least ten (10) business days prior written notice of such obligation and the opportunity to oppose such disclosure or obtain a protective order or the equivalent.

**E. Return/Destruction of Confidential Information.** Upon TaskUs's request, Contractor shall promptly return or delete/destroy all Confidential Information (and all copies, electronic or paper) within seven (7) days after the business need for Contractor having that information ceases. Contractor shall certify to TaskUs the completion of this obligation in writing.

**F. Injunctive Relief.** Contractor acknowledges that any breach of his/her obligations under this Agreement will result in irreparable harm to TaskUs. In the event of an actual or threatened breach of this Agreement, TaskUs will be entitled to immediate injunctive relief in addition to any other legal relief available to it.

**G. Intellectual Property Assignment.** TaskUs or its customers will own all rights, title and interest (including patent rights, copyright rights, trade secret rights, mask work rights, trademark rights, sui generis database rights and all other rights of any sort throughout the world) relating to any inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Contractor in connection with Customer Projects or any Confidential Information (as defined above) (collectively, "Inventions") and Contractor will promptly disclose and provide all Inventions to TaskUs or the respective customer. Contractor, here, makes and agrees to make all assignments necessary to accomplish this ownership. Contractor will further assist TaskUs or a customer, at TaskUs's or its customer's expense, to further evidence, record and perfect these assignments, and to perfect, obtain, maintain, enforce and defend any rights assigned. Contractor, here, irrevocably designates and appoints TaskUs or a customer and its agents as attorneys-in-fact to act for and on Contractor's behalf to execute and file any document, and to do all other lawfully permitted acts, to further the foregoing with the same legal force and effect as if executed by Contractor.

**H. Intellectual Property Use.** Other than in connection with Contractor's performance of a Customer Project, Contractor agrees to not use TaskUs or customer trademarks, logos or slogans, or other intellectual property, for any commercial purposes, without prior written consent.

## **8. Privacy And Personal Data**

**A. Contractor's Personal Data.** TaskUs will use and share any personal data provided by Contractor solely in accordance with the terms of its Privacy Notice - Community Platform ("Privacy Notice"). TaskUs's Privacy Notice includes information about how to contact TaskUs with any questions or concerns regarding use of personal data.

**B. Others' Personal Data.** Contractor acknowledges that some of the content that Contractor may receive or create in connection with a Customer Project may include personal data, and acknowledges that personal data is and shall remain the exclusive property of TaskUs. Contractor will treat all such personal data as Confidential Information as described in Section 7 above. In addition, Contractor will use, process, and disclose any such personal data only as specifically directed by TaskUs.

## 9. Term and Termination

**A. Term.** This Agreement shall be effective as of the date Contractor accessed the TaskUs Platform and will continue until terminated as set forth below.

**B. Termination.** Either party may terminate this Agreement at any time, in that party's sole discretion, upon notice to the other party, with or without cause. Upon termination, all rights and access granted to Contractor will terminate; and Contractor will immediately cease all use of the TaskUs Platform and all content and services associated thereto.

**C. Payment After Termination.** After termination, TaskUs will pay Contractor all unpaid and undisputed amounts due for Customer Projects completed before termination.

**D. Survival.** Notwithstanding termination, Sections 3, 6, 7, and 10 of this Agreement, and any remedies for breach, will survive termination.

**E. Return of Equipment and Information.** Upon termination of this Agreement, Contractor will immediately return to TaskUs or (as applicable) any customers any documents or other property of TaskUs or customers in Contractor's possession, including any Confidential Information not destroyed or deleted pursuant to Section 7(E).

## 10. Governing Law and Dispute Resolution



**A. Choice of Law and Venue Selection.** This Agreement will be governed by and construed consistent with the laws of the state of Texas without regard to any conflicts of law provisions. Any claim relating to this Agreement will be brought exclusively in San Antonio, Texas and each party consents to that jurisdiction.

**B. Exclusive Use of Arbitration (For US Contractors only).** Contractor and TaskUs mutually agree to resolve any disputes exclusively through final and binding arbitration instead of filing a lawsuit in court. This arbitration provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) and will apply to any and all claims arising out of or relating to any of the Customer Projects, the requirements, this Agreement, the nature of the relationship between Contractor and TaskUs (including its affiliates and/or customers) and all other aspects of Contractor's relationship with TaskUs whether arising under federal, state or local statutory or common law. The arbitrator will have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration provision, other than the sections below relating to the Class Action Waiver or Representative Action Waiver. Contractor acknowledges this means such disputes will not be resolved by a court or jury trial.

- i. Class Action Waiver. Contractor and TaskUs mutually agree that by agreeing to arbitrate any dispute, each waives its right to have any dispute or claim brought, heard or arbitrated as a class action or collective action and that the arbitrator will not have any authority to hear or arbitrate any class or collective action ("Class Action Waiver").
- ii. Representative Action Waiver. Contractor and TaskUs mutually agree that by agreeing to arbitrate, each waives its right to have any dispute or claim brought, heard or arbitrated as a representative action and that the arbitrator will not have any authority to arbitrate a representative action ("Representative Action Waiver").
- iii. Process.

- 1. Notice.** If either party wishes to initiate arbitration, the initiating party must file a written notice of intent to arbitrate with the Judicial Arbitration and Mediation Services ("JAMS") or its successor, or if neither then exists, the American Arbitration Association ("AAA"). In addition, the complaining party must give written notice to the other party, either by personal delivery or certified mail, return receipt requested. A notification of arbitration should include: the complaining party's name, home address, detailed nature of the claims or disputes, specific facts upon which the claims are based, and the remedy requested. A notice of arbitration to TaskUs, or its

officers, directors, employees, or agents shall be sent to TaskUs, 1650 Independence Dr, Suite 101, New Braunfels, TX 78132, Attn: Head of Legal. Any notice of arbitration initiated by TaskUs shall be sent to the Contractor's last known residence address. A notice of intent to arbitrate must be filed within the statute of limitations applicable to the claims asserted.

**2. Procedural Requirements.** Confidential arbitration shall be conducted before a single arbitrator in San Antonio, Texas pursuant to the JAMS employment rules, procedures and policies in effect as of the date of this Agreement (the "Rules"), to the extent that the rules and requirements of the arbitration are not already covered by the terms of this Agreement. A copy of the Rules is available on the JAMS website at <http://www.jamsadr.com/rules-employment-arbitration>. The arbitrator will apply the state or federal substantive law, as applicable. The arbitrator may issue orders (including subpoenas to third parties) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes. The arbitrator may hear motions and will apply the standards of the Federal Rules of Civil Procedure governing such motions. Except as provided in the Class Action Waiver and Representative Action Waiver, the arbitrator may award only remedies that would otherwise be available in a court of law. The arbitrator shall issue a written opinion which includes the factual and legal basis for any decision or award within thirty (30) days from the date the arbitration hearing concludes or the post-hearing briefs (if requested) are filed, whichever is later. The parties agree that the decision of the arbitrator shall be final and binding on all parties and shall be the exclusive remedy of the parties. The arbitrator shall issue a written and signed statement of the basis of the decision, including findings of fact and conclusions of law, and the applicable standard of review. TaskUs shall bear the cost of the arbitrator's fees and other costs unique to arbitration in compliance with applicable law. Any dispute as to the costs shall be heard by the arbitrator. Each party understands and agrees that, at such party's expense, such party has the right to hire an attorney to represent such party in the arbitration. Each further party understands that such party is responsible for paying the fees of any witnesses testifying at such

party's request, just as such party would be required to do when litigating a lawsuit in court. The arbitrator may permit the prevailing party to recover attorney's fees and costs to the extent permitted and/or required by applicable law. Notwithstanding the foregoing, it is not the intent of this Agreement that the arbitrator have the right to determine if a dispute is subject to arbitration. The issue of whether or not a dispute is arbitrable is to be determined by a court of competent jurisdiction. Further, notwithstanding the foregoing, either party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief as needed to protect such party's rights.

## 11. Miscellaneous

**A. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement has no third party beneficiaries other than Company's customers, who may enforce the terms of this Agreement or any applicable requirements directly. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of any of its rights.

**B. Modification.** TaskUs reserves the right, at any time, to modify the TaskUs Platform, with or without notice to Contractor, by making those modifications available on the TaskUs Platform. TaskUs also reserves the right, at any time, to modify this Agreement. TaskUs will inform Contractor of any changes to the Agreement by posting those changes on the TaskUs Platform or by providing Contractor with notice through the TaskUs Platform. Contractor is encouraged to periodically review this Agreement and check for any updates from time to time. Any modifications will be effective immediately upon posting on the TaskUs Platform or delivery of such notice through the TaskUs Platform. Contractor may terminate this Agreement as set forth above if he/she objects to any such modifications. However, Contractor will be deemed to have agreed to any and all modifications through his/her continued use of the TaskUs Platform.

**C. Advice of Counsel.** Contractor has the right to consult with private counsel of his/her choice with respect to any aspect of, or any claim that may be subject to, this Agreement, including the above arbitration provision.

**D. Assignment.** TaskUs may assign this Agreement to any successor in interest. Otherwise, this Agreement is not assignable by either party.

**E. Savings Clause.** If any term, provision, covenant or condition of this Agreement is ever held invalid, unenforceable or void, the rest this Agreement remains in full force and effect.

**F. Prevailing Language.** The parties have expressly requested that this contract be drafted in the English language. If this Agreement is translated into a language other than English for any purpose, the English version shall prevail in the event of any differences, questions or disputes concerning the meaning, form, validity or interpretation of this Agreement.