

eSkillz

Independent Contractor Agreement

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter “Agreement”) is effective as of **03/01/2024** by and between eSkillz Corporation (the “Company”), and **Movsar Bekaev** the “Independent Contractor”).

NOW, THEREFORE, the parties hereby agree as follows:

1. Compensation

Independent Contractor shall provide to eSkillz those services described in the attached Role Responsibilities, Exhibit A (the “Services”). eSkillz shall pay Independent Contractor for Services requested by eSkillz and provided to eSkillz at the rate set forth in Exhibit A. Travel time by Supplier is not compensable. The maximum amount to be paid under this Agreement shall not exceed **\$52,000.00 annually** during the term of this Agreement without the prior written approval of both parties. This sum is the maximum amount due under this Agreement for the Services during the term of this Agreement, unless agreed otherwise in writing by the parties. The parties acknowledge and agree that the compensation represents fair market value for the Services, has not been determined in a manner that considers the volume or value of any referrals or business otherwise generated between Independent Contractor and eSkillz and shall not obligate Independent Contractor to purchase, utilize, recommend, or arrange for the use of any products of eSkillz. Independent Contractor agrees to submit their hours each week using the appropriate software depending on their specific role. Independent Contractor agrees that it is responsible for the payment of any payroll and income taxes, as well as any other federal, state, or local taxes which may be levied against Independent Contractor. eSkillz will report payments as required by applicable federal, state or local tax law or regulations.

Independent Contractors are ineligible for any “benefits” that are awarded to full time eSkillz employees. The Company shall not be responsible for withholding taxes with respect to the Contractor’s compensation hereunder or otherwise for vacation pay, holiday pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, or employee benefits of any kind.

2. Relationship of Parties

Independent Contractor is an independent contractor for eSkillz. Independent Contractor shall not be considered employees of eSkillz or any of its affiliates for any purpose. Independent Contractor has the right to control the performance of the Services, as the result of the work is the primary factor bargained for in this Agreement. eSkillz will not be responsible for Independent Contractor’s acts while performing the Services, whether on eSkillz’ premises or elsewhere, and Independent Contractor will not have authority to speak for, represent, or obligate eSkillz in any way. This Agreement shall not entitle Independent Contractor, its agents, its sub-contractors, employees or workers, to participate in any benefit plan or program for employees of eSkillz, and Independent Contractor hereby waives, and indemnifies eSkillz, for, any and all rights it may have to participate in any such plans or programs.

3. Confidentiality

It is anticipated that Independent Contractor will learn confidential and/or proprietary information of eSkillz. Independent Contractor will keep confidential and not use, except in connection with the Services to be provided hereunder, all information which is provided to Independent Contractor by eSkillz for any reason and/or developed by

Independent Contractor while performing Services, including without limitation, information concerning eSkillz products, Services processes, customers, product pricing, and technical know-how, unless and until eSkillz consents to disclosure, in writing, or unless such information otherwise was previously known by Independent Contractor, as documented by Independent Contractor in writing, or becomes generally available to the public through no fault of Independent Contractor. If the Independent Contractor receives a subpoena or other process demanding eSkillz confidential information, and if Independent Contractor must comply with the demand, Independent Contractor shall inform eSkillz and allow eSkillz reasonable time to seek a protective order. The obligations of nonuse and confidentiality of such information shall survive the termination of this Agreement. Independent Contractor further represents that all information disclosed to eSkillz or used for the benefit of eSkillz by Independent Contractor does not include any confidential, trade secret, or proprietary information of others. Independent Contractor will not disclose to others, without eSkillz written consent, the fact that it is providing Services for eSkillz. Upon termination of this Agreement, Independent Contractor will return to eSkillz all copies of drawings, specifications, manuals, and other printed or reproduced material (including information stored on machine readable media) provided to Independent Contractor by eSkillz or developed by Independent Contractor during the performance of Services under this Agreement.

4. Outside Employment

Independent Contractor may hold outside jobs if the contractor meets the performance standards of their position with ESKILLZ CORP. Unless an alternative work schedule has been approved by ESKILLZ CORP, contractor will be subject to the Company's scheduling demands, regardless of any existing outside work assignments; this includes availability for overtime when necessary. ESKILLZ CORP's property, equipment, materials, trade secrets, and any other confidential information may not be used for any purposes relating to outside employment.

5. Conflicts of Interest

Independent Contractor represents that it has advised eSkillz in writing prior to the date of signing this Agreement of any relationship with third parties which would present a conflict of interest with the Services, or which would prevent Independent Contractor from carrying out the terms of this Agreement. Independent Contractor agrees to advise eSkillz of any such relationships that arise during the term of this Agreement. eSkillz will have the option to terminate this Agreement without further liability to Independent Contractor, upon learning of the occurrence of any of the described events except to pay for any Services rendered. Independent Contractor shall have no recourse against eSkillz for termination under this Section. Notwithstanding the foregoing, the parties acknowledge that the Independent Contractor is self-employed and such arrangement and Services rendered shall not be considered a conflict of interest for purposes of this Agreement.

6. Relationship with Others

Without limiting Independent Contractor's obligations under Sections 4 and 6, Independent Contractor agrees not to use any information (i) obtained from eSkillz or (ii) developed for eSkillz while performing the Services, in the provision of services for any third parties.

7. Ownership of Developments

- a. Independent Contractor agrees and does hereby assign to eSkillz any and all of Independent Contractor's interest in any inventions or discoveries (which includes all written materials and other works which may be subject to copyright) and all patentable and unpatentable inventions, discoveries, and ideas (including but not limited to any computer software) which are reduced to practice, conceived, or written by Independent Contractor during the term of this Agreement and for ninety (90) days after it expires, and which are based upon any information received from eSkillz and/or developed as a result of performing the Services for eSkillz

(hereinafter “Development”). Independent Contractor agrees to hold all such Developments confidential in accordance with Section 4 of this Agreement. Independent Contractor shall disclose promptly to eSkillz each such Development and, upon eSkillz’ request and at eSkillz expense, Independent Contractor will assist eSkillz, or anyone it designates, in filing and prosecuting patent or copyright applications in any country in the world. Each copyrightable work, to the extent permitted by law, will be considered a work made for hire and the authorship and copyright of the work shall be in eSkillz’ name.

- b. Independent Contractor will execute all papers and do all things which may be necessary or advisable, in the opinion of eSkillz, to prepare, file, and prosecute such applications and to evidence the assignment in eSkillz, or its designee, of all right, title, and interest in and to such Development. eSkillz agrees to compensate Independent Contractor for any time Independent Contractor actually spends in response to a specific request for assistance by eSkillz under this Section. If for any reason Independent Contractor’s interest in such Development is subordinate to another party, or if Independent Contractor’s interest in such Development has been released to another party pursuant to a contract or governmental regulation, Independent Contractor agrees to notify eSkillz and take whatever steps eSkillz deems necessary to convert or transfer such third party’s interest in such Development to Independent Contractor for subsequent transfer to eSkillz under the terms of this Agreement. Furthermore, if for any reason eSkillz is unable to obtain Independent Contractor’s execution of any paper necessary to prepare, file, and/or prosecute such applications, Independent Contractor hereby appoints eSkillz as Independent Contractor’s attorney-in-fact exclusively for the purpose of executing any such papers as may be reasonably necessary to prepare, file, and/or prosecute such applications.
- c. Notwithstanding the foregoing, Developments expressly excludes Independent Contractor’s Pre-Existing Materials, and Independent Contractor retains all right, title, and interest in and to all Pre-Existing Materials. For the purposes of this Agreement, “Pre-Existing Materials” means, in any form or media, any software, tools, algorithms, know-how, ideas, techniques, materials, architecture, methodologies, concepts, trade secrets and other proprietary information, that were owned by Independent Contractor prior to entering into this Agreement. To the extent any Pre-Existing Materials are used in connection with the Services and/or incorporated or contained in any deliverable provided to eSkillz pursuant to this Agreement, Independent Contractor hereby grants eSkillz a non-exclusive, irrevocable, perpetual, royalty-free, worldwide license to use the Pre-Existing Materials in accordance with this Agreement.
- d. I agree to not violate the foreign Corrupt Practices Act (FCPA) nor any similar laws and regulations.

8. Representations and Warranties

Independent Contractor represents, warrants and covenants that: (i) the Services shall be performed in accordance with professional standards, shall meet the descriptions provided in Exhibit “A”, and shall be free from material errors or other defects; (ii) the Deliverables provided to eSkillz hereunder, eSkillz use of same, and the Services provided hereunder do not and will not infringe or violate any patent, copyright, trademark, trade secret or other proprietary rights of any third party; (iii) Independent Contractor has the right to provide the Services and grant eSkillz the rights granted herein, without the need for any assignments, releases, consents or approvals not yet obtained; (iv) Independent Contractor has the full power to enter into this Agreement and to perform its obligations hereunder; (v) the performance of the Services and provision of the Deliverables shall be in compliance with any and all applicable laws and regulations, including all applicable environmental, health, and/or safety laws and regulations; (vi) Independent Contractor shall obtain all required licenses, permits and registrations necessary to provide the Services; (vii) Independent Contractor shall comply with all eSkillz business policies and security requirements while working with eSkillz and (viii) eSkillz shall receive clear title to all work product and deliverables.

9. Indemnification; Limitation of Liability

a. Indemnity

- i. Independent Contractor shall indemnify, defend and hold harmless eSkillz and eSkillz' subsidiaries, affiliated companies, successors and assigns, and their respective officers, directors, employees and agents, from and against any and all losses, liabilities, damages, expenses and costs (including, without limitation, reasonable attorneys' fees, experts' fees and court costs), arising from any claim, action, suit or proceeding made or brought by any third party to the extent arising out of or related to (i) a breach by Independent Contractor of any representation, warranty or covenant hereunder, (ii) Independent Contractor's negligent or intentional misconduct or (iii) any injury occurring to the property or person of Independent Contractor as a result of Independent Contractor's performance of Services under this Agreement, provided that said injury has not occurred because of the gross negligence or intentional misconduct of eSkillz.
- ii. eSkillz shall promptly notify Independent Contractor in writing of any action, claim or liability in respect to which eSkillz' indemnitee intends to claim such indemnification. eSkillz shall cooperate with Independent Contractor and its legal representatives in the investigation and defense of any action, claim or liability covered by this indemnification. eSkillz shall have the right, but not the obligation to be represented by counsel of its own selection at its own expense. Independent Contractor may not settle any indemnified claim without the prequior written approval of eSkillz, which approval shall not be unreasonably withheld or delayed.

- b. **Limitation of Liability.** Notwithstanding anything to the contrary in this agreement, except with respect to a breach of the confidentiality obligations under article 3 hereof, neither party shall be liable to the other party for any consequential, incidental indirect, special or punitive damages concerning the subject matter hereof, including for loss of profits, or loss of opportunity or use of any kind, suffered by the other party or its affiliates, whether in contract, tort or otherwise.

10. Publicity

The parties agree that no press releases, literature, advertising, publicity, or written statements in connection with work under this Agreement having or containing any reference to eSkillz shall be made by Independent Contractor and/or Independent Contractor subcontractors without the prior written consent of eSkillz. Independent Contractor and/or Independent Contractor subcontractors shall remove any references to eSkillz made in any publicity, advertising or other public statements or documents prior to the effective date of this Agreement.

11. Term & Termination

- a. **Term.** This Agreement shall remain in full force and effect until either party provides notice to the other in writing that this Agreement is being canceled for any, or no, reason (The "Term"). This Agreement shall also immediately terminate in the event Independent Contractor dies or becomes incapacitated. In the even this Agreement is terminated by either party, it is understood and agreed that the Independent Contractor will complete the assignment Independent Contractor is currently working on at the time of termination unless instructed not to do so by the Company.
- b. **Termination for Convenience.** eSkillz may terminate this Agreement at any time for any reason or no reason at all by giving notice to Independent Contractor.
- c. **Termination for Breach.** In the event of a material default by either party in the performance of its obligations hereunder, and if the defaulting party fails to cure that material default within Thirty (30) calendar days after the defaulted party provides written notice, the defaulted party may terminate this Agreement by giving Five (5)

calendar days' prior written notice to the defaulting party.

- d. **Obligations upon Termination.** Should eSkillz terminate this Agreement for convenience under this Section, the parties agree that Independent Contractor shall have no recourse against eSkillz except for any compensation Independent Contractor may be entitled to under Section 2 for any time spent by Independent Contractor in providing Services through the date of termination and for reimbursing authorized travel expenses.

12. Travel Policy

Reimbursable expenses may include transportation, hotels, meals if traveling, hotel internet charges, and any necessary copies or postage. All travel and expenses require prior approval by eSkillz designee. All travel will be processed through HR. eSkillz shall reimburse Independent Contractor within Forty-Five (45) calendar days after receipt by eSkillz of copies of receipts or other appropriate evidence of expenditures by Independent Contractor at the request of eSkillz in rendering services hereunder.

13. Interference with Employment Relationship

Independent Contractor agrees that it will not solicit or attempt to solicit eSkillz employees, interfere with recruiting, hiring, or retention of eSkillz employees, interfere with any contractual, economic, or prospective economic relationship between eSkillz and its employee(s), or disclose confidential information relating to eSkillz employees.

14. Force Majeure

The obligations of either party to perform under this Agreement shall be excused during each period of delay caused by matters (not including lack of funds or other financial causes) such as strikes, utility interruptions, Independent Contractor delays, shortages of raw materials, government orders, acts of God or other circumstances that are reasonably beyond the control of the party obligated to perform (each a "Force Majeure Event"). Each party shall use commercially reasonable efforts to recommence performance as soon as reasonably practicable. If Independent Contractor is unable to perform its obligations hereunder due to a Force Majeure Event for a period of more than Thirty (30) calendar days, eSkillz may terminate this Agreement in its reasonable discretion and at no additional charge by delivering a written notice of termination to Independent Contractor. Such termination shall be effective as of the date of the Independent Contractor's receipt of such notice of termination or such later date as specified in such notice.

15. Assignment

Neither party shall have the right to assign this Agreement or any of the rights or obligations hereunder without the prior written consent of the other party, except that eSkillz may assign this Agreement to an affiliate or a subsidiary or a successor to that area of its business to which this Agreement is related. No assignment by the Independent Contractor of this Agreement, or any sums due under it, will be binding on eSkillz without eSkillz prior written consent.

16. Notices

Except as otherwise noted herein, any notices permitted or required hereunder shall be deemed effective if made in writing and sent, postage prepaid, as follows:

If to eSkillz: eSkillz Corporation
1717 Pennsylvania Avenue NW, Suite 1025
Washington, D.C. 20006
Attention: Kristina Lemons

With a copy to: eSkillz Corporation
2988 Alexander Rd
Laguna Beach, California 92651

If to Independent Contractor: Movsar Bekaev
353/3, MyVia Bahce
Izmir, Turkey 35000

17. General

- a. **Entire Agreement.** The parties agree that this Agreement constitutes the entire agreement between the parties respecting the subject matter of this Agreement and agree there are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, expressed or implied, between them, other than as set forth herein.
- b. **Amendment.** This Agreement may not be amended or modified orally or in any other manner except by an agreement in writing signed by authorized representatives of both parties.
- c. **Disputes.** In the event of any dispute arising under the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, in addition to such other relief as may be awarded by a court or arbitrator.
- d. **Remedies Not Exclusive.** All remedies or rights of a party under this Agreement shall be in addition to all other remedies and rights available to that party at law or in equity, including specific performance for any threat or actual breach by a party.
- e. **Conflicting Language.** The Parties agree that if any conflicting language exists or shall exist between this Agreement and a Role Responsibilities; the language in the Agreement shall prevail unless the Role Responsibilities are executed by both parties and specifically states that it is intended to supersede this Agreement.
- f. **Applicable Law.** This Agreement shall be construed according to the laws of Maryland without regard to its choice of law principles.
- g. **Severability.** If any of the provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall nevertheless be effective, the intent being to fully effectuate this Agreement possible.
- h. **Waiver.** A delay or omission by either party to exercise any right under this Agreement shall not be construed to be a waiver of such right. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement.
- i. **No Third-Party Beneficiaries.** This Agreement is intended solely for the mutual benefit of the parties hereto and there is no intention, expressed or otherwise, to create any rights or interests for any other party or person other than the parties.
- j. **Federal & State Healthcare Programs.** Each party represents that it is not debarred, suspended, excluded or otherwise ineligible to participate in any federal or state healthcare program. Should either party become debarred, suspended, excluded or otherwise ineligible to participate in any federal or state healthcare program,

the other party shall have the right to immediately terminate this Agreement.

- k. **Counterparts.** This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument.
- l. **Authority to Execute.** The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement on behalf of the party that they purport to represent.
- m. **Electronic Signatures.** Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

eSkillz Corporation

Signature
Name
Title
Date

DocuSigned by:
Kristina Lemons
KRISTINA LEMONS
Director, HRMS
2/21/2024

Independent Contractor

Signature
Name
Date

DocuSigned by:
Monsar Bekarev
Monsar Bekarev
2/21/2024

EXHIBIT A | ROLE RESPONSIBILITIES

During the term of this Agreement, Independent Contractor agrees to perform services as may be assigned by the Company in the manner and means that are best to complete the services in a timely and cost-efficient manner and that comply with the terms and conditions of this Agreement. Independent Contractor agrees to perform services for the Company and shall otherwise fulfill his/her obligations under this Agreement faithfully, diligently, and to the best of Independent Contractor’s ability in a competent, professional, and efficient manner and shall comply with the Company’s policies and procedures.

18. Role Responsibilities

- 1. Responsibilities for projects will be outlined by the leader/supervisor of the department. Expectations and task delivery timelines will be communicated frequently. Please refer to job/project summaries and descriptions if applicable for more information.