

PHOTREK WORKING PARTNER AGREEMENT

This Working Partner Agreement (this “Agreement,”) dated on 2023-11-27 (the Effective Date”) by and between [Working Partner.Company], a [Working Partner.State] (type of legal entity), having its principal place of business at [Working Partner.Address], and having its principal email address as [Working Partner.email] (the “Working Partner”) and Photrek, LLC, a Massachusetts limited liability company(LLC), having its principal place of business at 56 Burnham St, Unit 1, Watertown, Massachusetts, 02472, and having its principal email address as admin@photrek.io (“Photrek”) who agrees to be bound by this Agreement. In consideration of the mutual covenants and promises made by the parties of this Agreement, [Working Partner.Company] and Photrek, LLC (to be referred to individually herein as “Party” and collectively as, the “Parties”) agree to the following:

1. CONFIDENTIALITY

1.1 “Confidential Information” shall mean any non-public, proprietary information (whether or not patentable or copyrightable, and whether or not currently patented or copyrighted) which is owned or controlled by a Disclosing Party, whether in tangible or intangible form and including information that is derived through observation or examination of the Disclosing Party’s facilities or operations, including without limitation, the fact that any Party has entered into this Agreement or provided or obtained services from the other, trade secrets, know-how, designs, product samples, product formulations, prototypes, data, processes, formulas, methods, materials, analyses, reports, compilations, research notes, technology, manufacturing techniques, pricing, the identity of and information relating to services, equipment, procedures, customers, suppliers or employees, sales and marketing information, financial information and any other non-public business information.

1.2 Confidential Information shall not include information which (a) is or becomes generally available to the public other than as a result of a breach of this Agreement by the Receiving Party; (b) was rightfully in the Receiving Party’s possession prior to receipt from the Disclosing Party as evidenced by the Receiving Party’s contemporaneously written records; (c) is received by the Receiving Party from a third party on a non-confidential basis, unless the Receiving Party knows that the third party is bound by an obligation of confidentiality (contractual, legal, fiduciary or otherwise) to the Disclosing Party or any other party with respect to such information; or (d) is or was independently developed by the Receiving Party without reference to or reliance upon the Confidential Information received from the Disclosing Party as evidenced by the Receiving Party’s contemporaneously written records.

1.3 During the term of this Agreement, the Parties may exchange Confidential Information in furtherance of the performance of their respective duties under this Agreement. Any Party disclosing Confidential Information shall be referred to as the “Disclosing Party” and a Party receiving Confidential Information shall be referred to as the “Receiving Party.”

1.4 The Receiving Party shall protect and hold in confidence all Confidential Information of the Disclosing Party, using the same degree of care it uses to protect its own valuable information, providing it shall use no less than reasonable care. The Receiving Party shall limit its disclosure of the Confidential Information to its directors, officers, employees, Affiliates and/or subcontractors (collectively referred to herein as “Representatives”) who have a “need to know” of such Confidential Information to carry out the purpose of this Agreement, and who are subject to legally enforceable obligations in connection with such Confidential Information, which are no less restrictive than those imposed on the Receiving Party under this Agreement. The Receiving Party

also shall not attempt to copy the design, samples or prototypes, or any components thereof, of any Confidential Information for any purpose. The Receiving Party shall be responsible for any breach of this Agreement by it or its Representatives.

1.5 Notwithstanding anything to the contrary contained in this Agreement, Confidential Information may be disclosed by a Receiving Party as required by applicable law or legal process, provided the Receiving Party notifies the Disclosing Party prior to such disclosure, except where such notice is impracticable or prohibited by law, so as to afford the Disclosing Party a reasonable opportunity to object or seek an appropriate protecting order with respect to such disclosure. Notwithstanding the foregoing, Confidential Information that is disclosed pursuant to applicable law or legal process shall remain Confidential Information for all other purposes of this Agreement.

1.6 At the written request of the Disclosing Party, the Receiving Party shall return or destroy, at the Disclosing Party's option, all Confidential Information, provided, however that the Receiving Party may retain one copy of any such Confidential Information as necessary in the ordinary course of business.

2. PERFORMANCE OF SERVICES

2.1 The Parties agree that Photrek may obtain services through the execution of a Statement of Work, which will be subject to the terms of this Agreement. Working Partner warrants that all Services provided by it will be performed in good faith, with reasonable skill, care and diligence. If any terms of a Statement of Work conflict with any terms or conditions of this Agreement, the terms of this Agreement shall govern, unless otherwise expressly stated in the applicable Statement of Work.

3. PLACEMENT OF ORDERS

3.1 All orders shall be placed using a Statement of Work that shall be signed by both Parties of this Agreement.

3.2 Should changes to requested services under a Statement of Work be required, the Parties must mutually agree in writing to such changes. Change requests should be reasonable and made with consideration of established timelines for the Services in question.

3.3 Any changes to price must be agreed upon in writing by both parties before Services are furnished.

4. PRICE AND TERMS OF PAYMENT

4.1 Photrek shall compensate Working Partner for Working Partner's provision of Services in accordance with the terms detailed in the applicable Statement of Work.

4.2 The price of Services does not include any local, state, federal, or foreign sales or use taxes, excise taxes, goods and services tax, value added tax (VAT), country-specific business or professional services tax or similar tax on international services or foreign entities providing services, consumption taxes, packaging or shipping charges. Photrek shall assume and be solely responsible for any such applicable taxes. Applicable taxes are those in force at the date of invoicing.

4.3 Payment of all invoices is due strictly within thirty (30) days of the invoice date, other than amounts being disputed in good faith which shall require written notice on or before the due date of the invoice. Such notice shall specify the nature of the dispute. Photrek agrees to pay all undisputed amounts as provided above.

4.4 Payments shall be made using Cardano ADA currency over the Cardano network unless specified differently in the Statement of Work. Pricing will be denominated in United States Dollars unless specified differently in the Statement of Work. The currency exchange will be based on an Exponential Moving Average (EMA) with settings of 9 days and smoothing of 5 days, such as that available on CoinMarketCap's TradeView charts. Any other method of payment must receive prior written agreement from Working Partner and Photrek.

5. ESTIMATED DELIVERY DATES AND TURNAROUND TIMES

5.1 Delivery dates and turnaround times stated in any Statement of Work are estimates and do not constitute a commitment by Working Partner. Nevertheless, Working Partner shall make commercially reasonable efforts to meet the estimated delivery dates and turnaround times as stated in each Statement of Work.

5.2 Unless a different delivery method is specific in writing, notice of completion of deliverables shall be sent by email or via other electronic means, where possible. Deliverables shall be made to the attention of the persons indicated by Photrek in the Statement of Work, promptly after the Service is completed.

5.3 Working Partner shall not be responsible for any delays in the timely progression of the Services to the extent that any such delay is attributable to Photrek action or inaction. During the performance of the Services, Photrek shall use commercially reasonable efforts to provide any approvals required to be given to Working Partner in a timely manner.

6. TRANSFER OF PROPERTY AND INTELLECTUAL PROPERTY RIGHTS

6.1 Working Partner agrees that the development of the Work (but excluding Working Partner Tools) is "work made for hire" within the meaning of the Copyright Act of 1976, as amended from time to time, and that the Software shall be the sole property of Photrek. "Working Partner Tools" means the materials, information, trade secrets, generic programming codes and segments, algorithms, methodologies, processes, tools, data, documents, notes, programming techniques, reusable objects, routines, formulae and templates that: (a) are developed prior to the Work and utilized by Working Partner in connection with the Work; (b) are designed to perform generalized functions not specific to the particular requirements of Photrek or the Work; (c) do not contain any of Photrek's Confidential Information or other information or items provided by Photrek; and (d) cannot reasonably be expected to provide Client an advantage over its competitors.

6.2 To the extent any Work performed by Working Partner does not qualify as a "work made for hire" under applicable law, Working Partner hereby irrevocably and unconditionally assigns to Photrek, without further compensation, all of its right, title and interest in and to the Software and any and all related patents, copyrights, trademarks, and trade names in the United States and elsewhere. This assignment is conditioned upon full payment of the compensation due to Working Partner under this Agreement. To the extent any of Working Partner's rights in the Software, including without limitation any moral rights, are not capable of assignment under applicable law, Working Partner hereby irrevocably and unconditionally waives all enforcement of such rights to

the maximum extent permitted under applicable law. Working Partner will assist Photrek in obtaining and enforcing patent, copyright and other forms of legal protection for the Software in any country. Upon request, Working Partner will sign all applications, assignments, instruments and papers and perform all acts necessary or desired by Photrek to assign the Software fully and completely to Photrek and to enable Photrek, its successors, assigns and nominees, to secure and enjoy the full and exclusive benefits and advantages of the Software at no charge to Photrek; however, Photrek shall reimburse Working Partner for reasonable out-of-pocket expenses.

7. LIMITED WARRANTIES AND RESPONSIBILITIES

7.1 All Services furnished under this agreement shall be performance with a commercially reasonable degree of care. However, Photrek acknowledges that the quality of Services may be impacted by outside factors outside of the Photrek's control. As such, Photrek should independently verify the accuracy of Services and any related deliverables.

7.2 Each Party hereby agrees that either party (i) has full power and authority to enter into this Agreement and the undersigned is the duly authorized representative; (ii) agrees that this Agree is binding upon execution; and (iii) performance of this Agreement does not conflict with any other legal obligation of either Party.

8. REMEDY FOR INSUFFICIENT SERVICES

8.1 In the event that any Services are improperly or inadequately furnished by Working Partner, Photrek's sole and exclusive remedy shall be for Photrek to either: (i) request that Working Partner re-perform the improper or deficient Service(s), or (ii) request a refund of all amounts paid to Working Partner for the inadequately performed Service(s).

8.2 Objections to performance of Service(s) must be made within thirty (30) days after Photrek receives the Services.

9. FORCE MAJEURE

9.1 Neither Party shall be held liable for delays, errors, damages or other problems cause by events or circumstances which are unforeseen or beyond such Party's reasonable control.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1 Working Partner shall defend, indemnify, and hold harmless Photrek from and against those liabilities, costs, damages, suits, actions, debts, charges and expenses (including reasonable attorneys' fees, court costs, and any amounts paid in settlement, referred to as "Damages") claimed by a third party against Photrek as a direct result of Working Partner's gross negligence or willful misconduct; provided, however, that Working Partner shall have no obligation under this Section for any Damages to the extent attributable to the negligence or willful misconduct of Photrek.

10.2 Photrek shall defend, indemnify, and hold harmless Working Partner and its employees, officers, agents, representatives, successors, and assigns from and against any Damages claimed by a third party against Working Partner; provided, however, that Photrek shall not be liable for any Damages to the extent attributable to the negligence or willful misconduct of the Working Partner.

11. TERM AND TERMINATION

11.1 This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year unless otherwise terminated as permitted by this Section.

11.2 A Party may terminate this Agreement or any Statement of Work at any time for any reason so long as such Party provides a minimum of sixty (60) days prior written notice to the other Party. This Agreement and all relevant Statement of Works may be terminated by either Party effective immediately upon written notice if (i) the other Party commits a material breach of any term of this Agreement or any Statement of Work which breach is irremediable or, if such breach is remediable, such breach remains uncured thirty (30) days after written notice of such breach (or five (5) days in the case of a failure to make payment of any invoice when due) is received; or (ii) the other Party files a petition or is subject to an involuntary petition filed against it under the U.S. Bankruptcy Code, or any successor statute.

11.3 In the event that this Agreement is terminated while any Statement of Works are in force at that time, such Statement of Works shall remain in effect and subject to the terms of this Agreement. The termination of any Statement of Work shall not cause the termination of any other Statement of Work or this Agreement, which shall remain in full force and effect unless and until terminated in accordance with this Section.

11.4 Upon termination of any Statement of Work, Photrek shall pay the Working Partner within thirty (30) days following the effective date of termination, any and all amounts due and owing for Services performed and documented expenses incurred up to the effective date of termination.

11.5 Upon termination of this Agreement as permitted by this Section, neither Party shall have any further obligations except for (i) obligations accruing prior to the date of termination, and (ii) obligations, promises, or covenants set forth herein or in any unterminated Statement of Work that by their nature are meant to extend beyond the Term. The provisions of this Section together with any other section which is necessary for the interpretation or enforcement of this Agreement shall survive the expiry or termination of this Agreement howsoever arising.

12. NON-EXCLUSIVITY

12.1 Subject to the terms and conditions of this Agreement, Photrek appoints Working Partner, and Working Partner hereby accepts such appointment as Photrek's non-exclusive service provider. This Agreement shall not in any way prevent Photrek from seeking the same or similar services from another provider.

13. GOVERNING LAW

13.1 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions. It is the intention of the Parties that in the event disputes should arise over the interpretation and application of this Agreement, the Parties will first attempt to settle such disputes by negotiation and consultation between senior executives of the respective Parties.

14. MISCELLANEOUS

14.1 Independent Contractor

It is understood and agreed that the Working Partner shall perform its duties as an Independent Contractor and not as an agent, employee, or joint venture of Photrek. Neither Party shall have the authority to bind or commit the other Party in any manner whatsoever and shall not, at any time, hold itself out to third parties as having authority to enter into or incur any commitments, expenses, liabilities or obligations of any nature on behalf of the other Party except as permitted in this Agreement, a Statement of Work, or other document expressly providing such authority.

14.2 Working Partner with Portable Benefits

As a Working Partner, Photrek agrees to provide the following portable benefits:

- 14.2.1) Eligible to participate in a Photrek Circle that encompasses the Working Partners current Statement of Work with the consent of the existing Circle members. See the Photrek Sociocratic Operating Agreement for details of how the circles are conducted and their purpose in defining Photrek policy.
- 14.2.2) Eligible for selection as a delegate to the parent circle with the consent of the circle and the parent circle.
- 14.2.3) Eligible for variable pay in addition to the agreed upon payments defined by the Statement of Work. The variable pay depends on availability of management reserves once all of Photrek's customer requirements have been met. The amount of the variable pay is determined by the responsible Photrek Circle and will typically not exceed 5%.
- 14.2.4) (Optional for individuals not represented by a company) Some indirect expenses that support Photrek internal rather than Photrek customer requirements may be compensated. If this option is agreed to, then a) a separate Statement of Work for these activities is required, b) payment is at the discretion of the available funds as determined by the responsible Photrek Circle, and c) this cost must be included as part of an overhead expense in a Photrek customer contract for the Working Partner.
- 14.2.5) (Optional for individuals not represented by a company) Some portable benefits, such as but not exclusively educational or health expenses, may be compensated. If this option is agreed to, then a) a separate Statement of Work must detail this portable benefit, b) payment is at the discretion of the available funds as determined by the responsible Photrek Circle, c) a charge for benefits must be included in Photrek customer contract for the Working Partner, and d) Working Partner must agree to be responsible for any local taxes for such benefit.

14.3 Amendment

No provision of this agreement or related Statement of Works may be amended, modified, discharged, or terminated, except by an express written agreement that identifies, with particularity, the amended, modified, added, discharged or terminated provision and is signed by an authorized representative of each of the Parties.

14.4 Notices

Any notice required or permitted to be given under this Agreement by either Party shall be in writing and shall be deemed given on the date received if delivered personally, electronically or by reputable overnight delivery service, or *three (3)* days after the date postmarked if sent by registered or certified mail, return receipt requested, postage prepaid to the addresses stated on the first page of this Agreement.

14.5 Waiver

A waiver of any term, provision or condition of this Agreement or Statement of Work shall be effective only if it is in writing and no waiver, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver or estoppel of any such term, provision or condition or any other term of this Agreement or a Statement of Work. No failure or delay by either Party in exercising any right or remedy under this Agreement shall constitute a waiver of such right, nor shall it prevent or restrict its further exercise.

14.6 Severability

If a final judicial determination is made that any provision of this Agreement is an unenforceable restriction against either Party, the provisions hereof will be rendered void only to the extent that such judicial determination finds such provisions unenforceable; and, to the extent possible, such unenforceable provisions shall be deemed replaced by provisions that are valid and enforceable and that come closest to expressing the intention of such invalid or unenforceable provisions, effective as of the Effective Date. A judicial determination that any provision of this Agreement is unenforceable will not render the entire Agreement unenforceable, but rather this Agreement will continue in full force and effect absent any unenforceable provision to the maximum extent permitted by law.

14.7 Entire Agreement

This Agreement and any applicable Statement of Work sets forth the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements, representations, understandings, and commitments with respect thereto.

Signature:

Signature:

Date:

Date:

[Working Partner FirstName] [Working Partner
LastName]
[Working Partner Title]
[Working Partner Company]
[Working Partner email]

Kenric Nelson
President
Photrek, LLC
kenric.nelson@photrek.io
admin@photrek.io

Sample Statement Of Work No. [Document.RefNumber]

THIS STATEMENT OF WORK (SOW) is entered into by and between Photrek and [Working Partner.Company] (“Service Provider”) pursuant to the parties’ Master Agreement dated [date].

Description of Services and/or Deliverables

Service Provider will provide resources in support of the project. The period of performance is outlined in the Term/Schedule section below.

Term/Schedule

One resource will perform work as outlined below:

Functional Role	Est. Start Date	Est. Period of Performance
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Photrek may extend the period of performance upon two weeks advance notification in writing. In the case of an extension request to the period of performance, Service Provider may have to substitute the engagement of assigned personnel with another candidate with similar qualifications if the assigned personnel is unavailable. In such an event, Photrek will have the ability to interview the candidate prior to placement.

Deliverables

The Designer will be available to perform design services, such as:

- Develop Design Plans that will direct the overall content and approach for the project
- Provide design input to Photrek’s project manager to help develop efficient work processes and schedules
- Work with the business owners and subject matter experts to develop content for training programs
- Develop design prototypes and templates which can be implemented by other designers
- Review materials developed by other designers to ensure consistent standards and approaches
- Participate in design planning and review meetings
- Develop reusable design strategies and templates that can be applied to programs across the organization
- Provide input for post-training tracking and evaluation

Assumptions

- The Photrek primary contact will work with the Service Provider project manager to identify priorities, assign tasks and develop work estimates to ensure that the hours are applied appropriately.
- Service Provider will enforce for actual hours expended per month.

- Additional staff will be contracted separately on a project-by-project basis.
- All materials developed under this SOW are the property of Photrek.
- Travel cost (if any) will be billed to Photrek at cost. Other Direct Costs (ODCs) will be invoiced at cost plus administrative burden.
- Service Provider will be available to work a minimum of 40 hours per week.

Price and Payment Schedule

The total Time and Materials (T&M) maximum amount or “not to exceed” (NTE) amount is \$10,000 plus re-approved travel expenses and ODCs. The below table lists the labor categories, rates, and estimates used to calculate the T&M costs for the effort.

Name	Price	QTY	Subtotal
			Subtotal
			Total

All travel, lodging, and entertainment expenses must be pre-approved by Photrek in writing, and will be in addition to the above-stated NTE amount. At its option, Photrek will book all travel and related expenses. Service Provider’s rates and prices do not include sales tax, and if such tax is applicable, it will be invoiced as a separate line item.

Invoice Schedule

Service Provider will invoice Photrek on a monthly basis for actual hours expended.

In addition to the above, ODCs and pre-approved travel expenses will be billed as incurred. Invoices shall be emailed to the following address: admin@photrek.io Attention: [Project Manager]

Agreed and Accepted:

Signature	Signature
mm/dd/yyyy	mm/dd/yyyy
[Working Partner FirstName] [Working Partner LastName]	Kenric Nelson Photrek, LLC

[Working Partner Company]
[Working Partner Title]

President