

## **INDEPENDENT CONTRACTOR AGREEMENT**

This **INDEPENDENT CONTRACTOR AGREEMENT** (this “Agreement”), is made and entered into as of February 1, 2025 by and between SidePrize LLC, d/b/a PrizePicks, a Georgia limited liability company (the “Company”), and The Speedshop Ltd. Co, a New Mexico Corporation (“Contractor”).

WHEREAS, Company wishes to engage Contractor as an independent contractor for the purpose of providing the Services (defined in Section 1 below) for the benefit of Company, and Contractor desires to perform such Services pursuant to the terms of this Agreement.

THEREFORE, the parties agree as follows:

### **SECTION 1 SCOPE OF SERVICES**

**1.1 Services.** The Company hereby engages and appoints Contractor, and Contractor hereby accepts such appointment, as an independent contractor to provide the services described in Attachment 1 (the “Services”). Contractor acknowledges that Contractor will perform the Services specified herein for the Company and shall be paid by the Company for such services only as set forth in this Agreement. Contractor shall devote, during the term of this Agreement, such of Contractor’s time, energy, and skill as is necessary in the performance of the Services, but Contractor will determine when, where, and how the Services will be provided. Company shall have the right to request additional services under this Agreement and execute Work Assignments that modify or add to the services listed in Attachment 1.

**1.2 Conduct of Services.** Contractor shall use reasonable care in performing all Services and shall perform all Services in a workmanlike and professional manner.

**1.3 Method of Performing Services.** Contractor will furnish all labor and equipment necessary to perform the Services, and shall solely control the manner and method of performance; subject, however, to the terms and conditions of this Agreement. Company shall provide Contractor with access to Company’s IT, supplies, and other administrative equipment and resources, as necessary for the provision of the Services. Company shall, however, be entitled to exercise general power of supervision and control over the results of work performed by Contractor to assure satisfactory performance.

**1.4 Term.** The term of this Agreement shall start on the date written above, and shall continue until August 1, 2025. Notwithstanding the foregoing, either party may terminate the agreement prior to August 1, 2025 upon thirty (30) days prior written notice from one party to the other.

### **SECTION 2**

## FEES, EXPENSES, AND PAYMENT

2.1 Compensation. The Company shall pay Contractor compensation as described in Attachment 1.

2.2 Payment process. Contractor shall request an invite to the Company's Accounts Payable Platform, Routable, from the Company's Accounting Department ([accounting@prizepicks.com](mailto:accounting@prizepicks.com)). An invite will be sent to Contractor and Contractor will be required to sign up for the platform by confirming basic information, adding bank details, and uploading a W9. Contractor shall send invoices to [prizepicks@ap.routable-mail.com](mailto:prizepicks@ap.routable-mail.com). All invoices shall be reviewed by the Company and paid via ACH.

2.3 Expenses. Contractor shall pay its own business expenses; provided however that the Company will reimburse Contractor for reasonable documented direct expenses that are approved in writing in advance by the Company.

2.4 Benefit Programs. Contractor shall not be entitled to participate in health or disability insurance, retirement benefits, or other welfare or pension benefits (if any) to which employees of the Company may be entitled.

## SECTION 3

### RESPONSIBILITIES OF CONTRACTOR FOR TAXES, LIABILITY, INDEMNIFICATION, AND OTHER MATTERS

3.1 Taxes. As an independent contractor, Contractor shall pay and report all federal, state, and local income tax withholding, social security taxes, and unemployment insurance applicable to Contractor.

3.2 Compliance with Laws and Regulations; Indemnification by Contractor. In performing the Services, Contractor shall comply with all applicable federal, state, county, and city statutes, ordinances and regulations, including without limitation, compliance requirements to keep and maintain applicable licenses, permits, certificates and insurance coverage. Contractor agrees to defend, indemnify and hold harmless Company and its affiliates, and their respective shareholders, officers, directors, employees, agents, successors and assigns, from and against any damage, liability, loss, cost or expense (including court costs and reasonable attorneys' fees) resulting from or arising out of the failure by Contractor to comply with applicable federal, state, county, and city statutes, ordinances and regulations.

#### 3.3 Liability.

(a) The Contractor shall perform the services set out in this Agreement at his or her own risk.

(b) Except with respect to the Contractor's indemnification obligation set forth in Section

3.4 below, neither party shall be liable to the other for any special, indirect, incidental, punitive, or consequential damages arising from or related to this agreement, including bodily injury, death, loss of revenue, or profits or other benefits, and claims by any third party, even if the parties have been advised of the possibility of such damages. The foregoing limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, and other torts.

#### 3.4 Indemnification.

(a) Contractor agrees to indemnify and hold harmless the Company, its affiliates, and its respective officers, directors, agents and employees from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments ("Claims"), including attorneys' fees and costs, as and when such Claims are suffered, arising out of, or relating to, Contractor's Services under this Agreement. This provision shall survive the duration of this Agreement.

(b) Contractor agrees to defend against any and all Claims arising out of, or relating to, Contractor's Services under this Agreement, unless expressly stated otherwise by the Company in writing.

(c) Contractor shall indemnify and hold harmless the Company, its affiliates, and its respective officers, directors, agents and employees from any claims brought or liabilities imposed against the Company by Contractor or by any other party (including private parties, governmental bodies and courts) including claims related to Workers' Compensation, wage and hour laws, discrimination, employment taxes and benefits, whether or not related to Contractor's status as an independent contractor. Indemnification shall include any and all losses, including costs and attorney fees.

(d) Company shall give Contractor prompt written notice of Claims for which Company seeks indemnification or defense under this Section 3.4 and shall provide Contractor with documentation and reasonable assistance in relationship to such Claims.

#### 3.5 Other Duties and Responsibilities.

(a) Contractor is not authorized to conduct business under the name of or for the account of the Company, or upon its behalf to enter into any contracts, obligations or understandings with others except to the extent that such are first approved by the Company in writing.

(b) Contractor shall not conduct any activity or carry out any responsibility under this Agreement through subagents without the Company's prior written consent.

(c) Contractor will surrender all Company property at the end of the Term of this Agreement.

**3.6 Additional Agreements.** Contractor further agrees to enter into any additional or amended agreements as may be necessary to further document and establish the relationship of the parties as that of independent contractors, and not of employer-employee.

3.7 Intentionally Omitted.

## SECTION 4

### MISCELLANEOUS

**4.1 Confidential Information.** Contractor will not disclose, use, copy, or otherwise disseminate any of the Company's Confidential Information (as defined by Georgia law) during its performance under this Agreement or for a period of two (2) years after the termination of this Agreement. Contractor will immediately return all Confidential Information when this Agreement is terminated. To the extent permitted by Georgia law, Confidential Information of the Company includes, but is not limited to: trade secrets; identity of the Company's customers, customer contact persons, customer contact lists, goods and services used by customers; information related to any of the Company's agreements with customers or other third parties; application, operating system, database, communications and other computer software; route and object codes, flowcharts, application programming interfaces, algorithms, coding sheets, routings, sub-routines, compilers, assemblers, design concepts and related documentation and manuals, and methodologies used in the design, development and implementation of hardware, firmware, and software products; information relating to proposals or offers received or made by the Company; information pertaining to the equipment and processing technology, manufacturing, and systems used by the Company to provide goods or services; the Company's financial statements and other financial information; the Company's employee and contractor data; the Company's pricing information; research and development plans and results; and all other information specifically designated as confidential or not routinely disclosed by the Company to the public.

**4.2 Defend Trade Secrets Act.** The U.S. Defend Trade Secrets Act ("DTSA") states:

An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that—(A) is made—(i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Accordingly, Contractor shall have the right to disclose in confidence trade secrets to U.S., State, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. Contractor shall also have the right to disclose trade secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with the DTSA or create liability for disclosures of trade secrets that are allowed by the DTSA.

**4.3 Inventions.** The term "Inventions" means any invention, improvement, discovery, product, service, domain name, website, trademark, service mark or other idea or creative concept (whether patentable or not, trademarkable or not, and including those which may be subject to copyright protection) generated, conceived, or reduced to practice by Contractor alone or in conjunction with others, during or after working hours, during the Term. Contractor agrees to promptly and fully disclose to the Company in writing all Inventions; and all such Inventions

shall be the Company's exclusive property and are hereby assigned to the Company, except if the Invention does not relate to the Company's existing or reasonably foreseeable business interests, the Company may, in its sole discretion, release or license the Invention to Contractor upon written request. Contractor will, at the Company's expense, give all assistance the Company reasonably requires to perfect, protect, and use the Company's rights to Inventions. In particular, but without limitation, Contractor will sign all documents, do all things and supply all information that the Company may request to obtain patent, trademark, or copyright protection for any Invention anywhere in the world. The obligations of this Section do not apply to an invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on Contractor's own time, and (a) which does not relate (i) directly to the business of the Company or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) which does not result from any work performed by Contractor for the Company.

**4.4 Copyrights.** Contractor acknowledges that any work of authorship that Contractor prepares individually or with others pursuant to this Agreement is a "work made for hire" under U.S. copyright laws and that, accordingly, the Company exclusively owns all copyright rights in such works of authorship. Should any work of authorship that Contractor prepares pursuant to this Agreement be found not to be a "work made for hire" under U.S. copyright laws, Contractor hereby assigns all of Contractor's right, title and interest in and to the work to the Company. To the extent that title to any such work may not be assigned to the Company, the Contractor hereby grants to the Company a worldwide, exclusive, perpetual, irrevocable, fully paid-up, royalty-free, unlimited, transferable, sublicensable license, without right of accounting, in any such work.

**4.5 Non-Solicitation of Employees.** During the Term and for one year thereafter (the "Restricted Period"), Contractor shall not directly or indirectly solicit, induce, recruit, encourage, take away, or hire (or attempt any of the foregoing actions) or otherwise cause (or attempt to cause) any officer, representative, agent, director, employee or independent contractor of the Company to leave his or her employment or engagement with the Company for employment with any other entity or person, or otherwise interfere with or disrupt (or attempt to disrupt) the employment or service relationship between any such individual and the Company.

**4.6 Non-Solicitation of Customers.** During the Restricted Period, Contractor shall not, directly or by assisting others, take any action to solicit, divert, take away, contact, call upon, communicate with, or attempt to solicit, divert, take away, contact, call upon, or communicate with any customers of the Company, including actively sought prospective customers, for the purposes of inducing or attempting to induce or divert their business away from the Company. The term "Material Contact" means the contact between Contractor and each customer (a) with whom or which Contractor dealt on behalf of the Company, (b) whose dealings with the Company were coordinated or supervised by Contractor; (c) about whom Contractor obtained Confidential Information in the ordinary course of business as a result of Contractor's association with the Company; or (d) who receives products or services authorized by the Company, the sale or provision of which results or resulted in compensation, commissions, or earnings for Contractor during the Term.

**4.7 Governing Law and Forum.** This Agreement will be governed by the laws of the state of Georgia, without regard to choice of law principles. Contractor hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the state and federal courts of Georgia for

purposes of any suit, action or other proceeding arising out of this Agreement.

**4.8 Relationship Between the Parties.** The relationship between the parties shall be that of independent contractors, and not of employer-employee. In all public records, in its relationship with others, and in any documents, Contractor shall clearly indicate the independent ownership of Contractor's business and that operations of said business are separate and apart from the operations of Company's business. Contractor will not be treated as an employee of Company for purposes of state or federal anti-discrimination laws, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, nor Income Tax Withholding. Contractor is responsible for the payment of estimated income and self-employment taxes. Contractor further agrees to indemnify and hold harmless Company for any liability with the Internal Revenue Service or any state tax agency, as well as local laws and regulations regarding the payment of such taxes on income from self-employment and wages paid to its employees.

**4.9 Notice.** All notices given under this Agreement shall be sufficient if in writing and delivered by hand delivery or certified or overnight mail, postage prepaid, to the other party at the address set forth in the introductory paragraph to this Agreement.

**4.10 Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by the party sought to be bound.

**4.11 No Assignment.** This Agreement is not assignable and may not be subcontracted without the prior written consent of the Company; provided, however, the Company may assign this Agreement to a subsidiary or affiliate owned fifty percent (50%) or more by the Company or by the owners of the Company or in connection with a merger or sale of all or substantially all of the Company's assets. Any attempt by Contractor to assign or subcontract the whole or any portion of this Agreement, shall be voidable at any time at the Company's option and, even if not voided by the Company after notice, shall not relieve Contractor from any of the obligations which this Agreement imposes upon Contractor.

**4.12 Severability and Modification.** It is not the intent of any party hereto to violate any public policy of any jurisdiction in which this Agreement may be enforced. If any provision of this Agreement or the application of any provision hereof to any person or circumstances is held invalid, unenforceable or otherwise illegal, the remainder of this Agreement and the application of such provision to any other person or circumstances shall not be affected, and the provision so held to be invalid, unenforceable or otherwise illegal shall be reformed to the extent (and only to the extent) necessary to make it valid, enforceable and legal. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**4.13 Waiver.** Any waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of the subsequent breach of a party of

any other provision hereof. A waiver of any of the terms or conditions herein shall not be construed as a general waiver by Company, and Company shall be free to reinstate any such term or condition, with notice to Contractor.

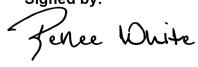
4.14 Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

4.15 Counterparts. This Agreement may be executed in counterparts, including electronic signatures, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

INTENDING TO BE BOUND, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

**COMPANY:**

Signed by:



Renee White

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By: SidePrize LLC, d/b/a PrizePicks

Name: Renee white

Title: Chief People Officer

**CONTRACTOR:**

Signed by:



Nathan Berkoper

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NAME: Nathan Berkoper 1/20/2025

Owner, The Speedshop Ltd Co

## **ATTACHMENT 1**

### **SERVICES & COMPENSATION**

Services. Pursuant to this engagement, Contractor will perform certain Services on Company's behalf, which may include, but are not limited to: Ruby on Rails performance consulting. The Contractor shall perform Services on the Company's behalf from February 1, 2025 to August 1, 2025, unless either the Contractor or the Company agree to terminate this engagement earlier than August 1, 2025 in accordance with Section 1.4.

Compensation. Contractor will perform the services agreed upon by the Parties and will charge \$3,000 per month [which shall include fees and normal operating expenses in the performance of the above services].