

ADDENDUM 1

This Addendum to the Nowsta Labor Market – Staffing Provider Terms and Conditions (these "**Terms and Conditions**"), dated as of the effective date (the "**Effective Date**") set forth on the order form attached or linked to these Terms and Conditions (the "**Order Form**"), are between Nowsta, Inc., a Delaware incorporated company with offices located at 20 Jay Street, Brooklyn, New York 11201 ("**Nowsta**"), and the contractor identified on the Order Form (the "**Contractor**") (each a "**Party**" and together the "**Parties**"). This Addendum is to address insurance requirements and indemnification specific to providing services to the SoFi Stadium ("**Nowsta Client**"), with offices located at 3599 Century Blvd., Inglewood, CA 90303.

Agreement

1. Insurance.

1.1. Policies; Amounts. At all times during the Term, Contractor shall carry and maintain in force all of the following insurance policies and amounts through companies satisfactory to Nowsta Client:

1.1.1 Workers' Compensation. Workers' Compensation insurance as required by applicable statutes and Employer Liability in a minimum amount of \$500,000 per accident/employee;

1.1.2 Comprehensive General Liability. Comprehensive General Liability insurance endorsed to include, but not be limited to both real and personal property, personal injury, products and completed operations, and contractual liability in a minimum amount of \$1,000,000.00 per occurrence, \$2,000,000 general policy aggregate; shall name Nowsta Client and its affiliates, employees, representatives, directors and officers as additional insureds under the above policies; and such insurance shall be primary and not contributory with Nowsta Client's insurance;

1.1.3 Automobile Liability. Automobile Liability insurance covering all owned, non-owned, hired and rented vehicles, with a combined single limit of \$1,000,000 per occurrence, including bodily injury and/or property damage; and shall name Nowsta Client and its affiliates, employees, representatives, directors and officers as additional insureds under the above policy.

1.1.4 Employment Practices Liability. Employment Practices Liability insurance with minimum limits of \$2,000,000 per claim and in the aggregate;

1.1.5 Employee Dishonesty/Blanket Crime Insurance. Employee Dishonesty/Blanket Crime Insurance covering loss or damage to Nowsta Client's property caused by Contractor Employees, with minimum limits of \$1,000,000 per occurrence.

1.2. Change or Cancellation; Notice to Nowsta Client. Each policy set forth above shall provide that it may not be canceled or changed without at least thirty (30) days' prior written notice to Nowsta Client.

1.3. Certificate of Insurance. Contractor shall furnish to Nowsta Client a Certificate of Insurance evidencing such coverage prior to the commencement of services hereunder and shall continue to provide Nowsta Client with subsequent Certificates of Insurance evidencing uninterrupted compliance with this insurance requirement until the termination of this Agreement. The Comprehensive General Liability insurance certificate shall specifically state: "SoFi Stadium and its affiliates, employees, representatives, directors and officers are named as additional insureds under the General Liability and Commercial Automobile policies; such insurance shall be primary and not contributory with SoFi Stadium."

1.4. Waiver of Right of Subrogation. Contractor shall waive, and cause its insurance carrier to waive, any right of subrogation to be asserted against Nowsta Client with respect to workers' compensation, general liability and commercial automobile coverage that are not the result of gross negligence, recklessness or willful conduct on the part of Nowsta Client.

2. Indemnification.

2.1. Indemnities. Contractor will defend, indemnify and hold harmless Nowsta Client and Nowsta Client's managers, members, principals, officers, directors, shareholders, employees, agents, contractors, sub-contractors, successors and assigns and any affiliated or subsidiary companies, corporations, partnerships, firms, entities or trusts, as may now or hereafter be constituted, and any other entity of any nature which these named entities maintain the majority of ownership or financial or management control (collectively, the "**Nowsta Client**") from and against any and all liabilities, claims, judgments, losses, orders, awards, damages, expenses, reasonable costs, fines, penalties, costs of defense, and reasonable attorneys' fees to the extent they arise directly or indirectly from or in connection with:

- (i) The failure of Contractor or any of its officers, employees (including Contractor Employees on assignment), agents, contractors and/or representatives (collectively, "**Contractor Parties**") to comply with applicable laws, rules, regulations, or orders.
- (ii) Any negligent act or omission or intentional misconduct on the part of any Contractor Parties;
- (iii) Breach of any representation, warranty or obligation of Contractor contained in this Agreement; or
- (iv) Any claim asserted against Nowsta Client by any Contractor Employee or, in the event of death, by their personal representatives, including for workers' compensation benefits or personal injury claims for job-related bodily injury or death, employment-related claims (including but not limited to wage-and-hour claims; discrimination, harassment, or retaliation claims; or other contract, tort, or equitable claims), or any other claims relating to any Contractor Employee's performance of services on behalf of Contractor hereunder.

Such Liabilities shall include, but not be limited to, those which are attributable to personal injury, sickness, disease or death; and/or result from injury to or destruction of real or personal property including loss of use thereof, theft, misuse or misappropriation.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to sign this Agreement on their behalf. Each individual signing below on behalf of a Party personally represents that he or she has been duly authorized to sign this Agreement on behalf of the Party.

Nowsta, Inc.

Signed: Rachel Mayes

Name: Rachel Mayes

Title: Head of Sales

Contractor

Signed: Heather Dailey

Name: Heather Dailey

Title: Director of Sales