Independent Contractor Agreement

1. Consulting Relationship

1.1 Scope of Services

During the term of the Agreement, Consultant will provide consulting services to Anthropic as described in the Statement of Work (the "Services"). Consultant represents that Consultant is duly licensed (as applicable) and has the qualifications, the experience and the ability to properly perform the Services. Consultant shall use Consultant's reasonable efforts to perform the Services such that the results are satisfactory to Anthropic.

1.2 Applicability to Past Activities

This section applies only when specified in the Statement of Work.

If indicated in the SOW, Anthropic and Consultant acknowledge that Consultant may have performed work, activities, services or made efforts on behalf of or for the benefit of Anthropic, or related to the current or prospective business of Anthropic in anticipation of Consultant's involvement with Anthropic, that would have been "Services" if performed during the term of this Agreement, for a period of time prior to the Effective Date of this Agreement (the "Prior Consulting Period").

Accordingly, if and to the extent that, during the Prior Consulting Period: (i) Consultant received access to any information from or on behalf of Anthropic that would have been Confidential Information (as defined below) if Consultant received access to such information during the term of this Agreement; or (ii) Consultant (a) conceived, created, authored, invented, developed or reduced to practice any item (including any intellectual property rights with respect thereto) on behalf of or for the benefit of Anthropic, or related to the current or prospective business of Anthropic in anticipation of Consultant's involvement with Anthropic, that would have been an Invention (as defined below) if conceived, created, authored, invented,

developed or reduced to practice during the term of this Agreement; or (b) incorporated into any such item any pre-existing invention, improvement, development, concept, discovery or other proprietary information that would have been a Prior Invention (as defined below) if incorporated into such item during the term of this Agreement; then any such information shall be deemed "Confidential Information" hereunder and any such item shall be deemed an "Invention" or "Prior Invention" hereunder, and this Agreement shall apply to such activities, information or item as if disclosed, conceived, created, authored, invented, developed or reduced to practice during the term of this Agreement.

1.3 Method of Provision of Services

Consultant shall be solely responsible for determining the method, details and means of performing the Services. Consultant may not employ or engage the services of such employees, subcontractors, partners or agents to perform the Services (collectively, the "Consultant's Agents") without the prior written consent of Anthropic. Consultant shall be wholly responsible for the payment of Consultant's Agent's and their proper performance of the Services such that the results are satisfactory to Anthropic.

1.4 No Authority to Represent or Bind Anthropic

The relationship between the parties hereto shall be limited to that established by the terms of this Agreement. It is understood and agreed that Consultant is an independent contractor and shall supply their own equipment and other resources necessary for performance of their duties hereunder. Nothing contained in this Agreement shall be construed to (a) give either party the power to direct and control the day-to-day activities of the other; (b) constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; (c) cause any employees or agents of either party to be deemed to be employees or agents of the other for any purposes; or (d) create an ongoing relationship between the parties beyond the Term of the Agreement. Neither party shall have the express, implied or apparent authority to create or assume any obligation in the other party's name, or on its behalf, nor the power to bind or obligate the other party in any manner, other than as expressly set forth in this Agreement or authorized in writing by the other party.

2. Compensation

2.1 Fees

As consideration for the Services provided by Consultant and other obligations, Anthropic shall pay to Consultant the amounts specified in the Statement of Work at the times specified therein.

2.2 Expenses

Consultant shall be reimbursed for travel and reasonable expenses incurred in the performance of the Services to Anthropic, as specified in the Statement of Work.

3. Confidential Information

3.1 Definition of Confidential Information

"Confidential Information" means information disclosed by or on behalf of Anthropic to the Consultant that is identified as confidential at the time of disclosure or should reasonably be understood to be confidential or proprietary. Confidential Information excludes information that: (i) is or becomes known by the Consultant without restriction at time of receipt; (ii) is or becomes publicly available through no fault of the Consultant; (iii) is obtained by the Consultant from a third party without a breach of the third party's obligations of confidentiality; (iv) is independently developed by the Consultant without use of Confidential Information or (v) was known to Consultant prior to disclosure by or on behalf of Anthropic.

3.2 Non-disclosure of Confidential Information

Consultant may only use Confidential Information to provide Services to Anthropic under this Agreement. Consultant may not disclose or permit disclosure of any Confidential Information except as reasonably required to provide the Services. Consultant may disclose Confidential Information if required by law or court order; except that, unless prohibited by such law or order, Consultant must provide prior notice to Anthropic and reasonably cooperate with any of Anthropic's efforts to prevent or narrow the scope of disclosure. Consultant is responsible for compliance with this Agreement by their Agents. Consultant must protect Confidential Information from unauthorized use or disclosure as it does their own alike proprietary

information, but in no case less than using reasonable care. Consultant must promptly notify Anthropic of any unauthorized use or disclosure of Confidential Information.

3.3 No Rights Granted and Disclaimer

This Agreement does not grant a license to, or waive any rights in, Anthropic's intellectual property rights. All Confidential Information is provided AS IS and without any warranty, express, implied, or otherwise, regarding its accuracy or performance.

3.4 Term and Return of Confidential Information

This Confidentiality provision will remain in effect during the Term of the Agreement and, unless renewed by written agreement, will expire 5 years after the Effective Date. Upon Anthropic's written request, Consultant will promptly return or destroy all Confidential Information, except that Consultant may retain Confidential Information held in routine archive or back-up systems, which will remain subject to the confidentiality obligations in this Agreement.

4. Ownership of Inventions

4.1 Prior Inventions

"Prior Inventions" shall mean Inventions (as defined below) that, as of the Effective Date: (i) have been created by Consultant or on behalf of Consultant and/or (ii) are owned exclusively by Consultant or jointly by Consultant with others or in which Consultant has an interest. Consultant shall not use or incorporate into any of Anthropic's products, services, processes or machines any Prior Invention without Anthropic's prior written authorization.

4.2 Inventions

Consultant understands that "Inventions" means discoveries, designs, derivative works, inventions, trade secrets and/or original works of authorship, including modifications and improvements thereto, whether or not patentable, copyrightable or otherwise legally protectable. Consultant understands that "Company Inventions" means any and all Inventions that Consultant may solely or jointly author, discover, develop, conceive, or reduce to practice in connection with, or as a result of, the Services performed for Anthropic or otherwise in connection with the performance of this Agreement.

4.3 Assignment of Company Inventions

Consultant hereby assigns to Anthropic, or their designee, all of Consultant's right, title and interest throughout the world in and to any and all Company Inventions and all intellectual property rights therein. Consultant hereby waives and irrevocably quitclaims to Anthropic or their designee any and all claims, of any nature whatsoever, that Consultant now has or may hereafter have for infringement of any and all Company Inventions. If Consultant has any rights to Anthropic Inventions that cannot be assigned to Anthropic, Consultant hereby unconditionally and irrevocably grants to Anthropic during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, distribute, display, perform, prepare derivative works of and otherwise modify, make, have made, sell, offer to sell, import, practice methods, processes and procedures and otherwise use and exploit, such Company Inventions.

4.4 Maintenance of Records

Consultant shall keep and maintain adequate and current written records of all Company Inventions made or conceived by Consultant (solely or jointly with others) during the Term of the Agreement. Consultant shall deliver all such records (including any copies thereof) to Anthropic at the time of termination of the Agreement as provided for in Section 7 and Section 8.

4.5 Intellectual Property Rights

Consultant shall assist Anthropic, or their designee, at Anthropic's expense, in every proper way in securing Anthropic's, or their designee's, rights in Anthropic Inventions. Consultant's obligation to assist Anthropic shall continue during and at all times after the end of the Relationship and until the expiration of the last such intellectual property right to expire in any country of the world.

4.6 Use of AI Technology

Consultant agrees to comply with all Anthropic policies and practices concerning the use of AI Technology (as may be in place and be updated from time to time) as provided in writing by Anthropic to Consultant and will disclose to Anthropic any instances where AI Technologies

were used in the development of any Company Inventions that Anthropic intends to register with any governmental authority.

5. Indemnification

Consultant shall indemnify and hold harmless Anthropic and their affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Consultant or Consultant's Agents (ii) any breach by the Consultant or Consultant's Agents, of any of the covenants contained in this Agreement, (iii) any failure of Consultant to perform the Services in accordance with all applicable laws, rules and regulations, or (iv) any violation or claimed violation of a third party's rights resulting in whole or in part from Anthropic's use of the Inventions or other deliverables created or provided by Consultant under this Agreement.

6. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO EACH OTHER TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER THE PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL THE PARTIES' LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS OWED BY ANTHROPIC TO CONSULTANT UNDER THIS AGREEMENT FOR THE SERVICES, DELIVERABLES OR INVENTIONS GIVING RISE TO SUCH LIABILITY.

7. Term and Termination

7.1 Term

Provided this Agreement is signed by both Parties, the term of the Agreement shall commence as of the Effective Date specified in the Statement of Work and ends upon completion of the Consulting Period specified in the Statement of Work. At the completion of the Initial Term, this Agreement shall be renewed only by mutual written agreement of the Parties. The Initial Term and any subsequent renewal period in which this Agreement is in effect shall be referred to collectively as the "Term."

7.2 Termination

During the Term of this Agreement, either party may terminate upon 30 days written notice to the other party specifying the effective date of the termination. However, should either party default in the performance of this Agreement or materially breach any of its obligations under this Agreement, the non breaching party may terminate this Agreement immediately by providing written notice to the other party setting forth the basis for the termination of the Agreement. Either party may, but shall not be required, to provide the other Party with notice and a reasonable opportunity to cure any material breach of the Agreement prior to terminated the Agreement.

7.3 Payment Upon Termination

Upon expiration or termination of this Agreement, Anthropic shall remain responsible for payment of any amount due to Consultant pursuant to this Agreement for work completed by Consultant before the expiration or termination date and for reimbursement of any expenses incurred before the expiration or termination date.

7.4 Survival

Sections 3-6, 7.3, and 10 shall survive termination or expiration of this Agreement in accordance with their terms.

8. Taxes; Indemnification

Consultant shall have full responsibility for all applicable taxes for all compensation paid to Consultant or Consultant's Agents under this Agreement, including any withholding requirements that apply to any such taxes, and for compliance with all applicable labor and employment requirements with respect to Consultant's self-employment, sole proprietorship or other form of business organization, and with respect to Consultant's Agents, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements. Consultant agrees to indemnify, defend and hold Anthropic harmless from any liability for, or assessment of, any claims or penalties or interest with respect to such taxes, labor or employment requirements, including any liability for, or assessment of, taxes imposed on Anthropic by the relevant taxing authorities with respect to any compensation paid to Consultant or Consultant's Agents or any liability related to the withholding of such taxes.

9. Consulting or Other Services for Competitors

Consultant agrees that during the Term of this Agreement and for a period of either six months or the number of days in which this Agreement was in effect, whichever is shorter, following the termination of this Agreement, Consultant shall not provide Services or engage in similarly scoped work for any other frontier AI model company, including but not limited to OpenAI L.L.C., Alphabet Inc., Meta Platforms, Inc., and X.AI Corp or any of their affiliates, subsidiaries, divisions, successors and assigns ("Competitors"). Consultant shall not engage in an employment relationship with any Competitors during the Term of this Agreement.

10. Compliance

10.1 Code of Conduct

Consultant agrees to abide by the Company's Global Vendor Code of Conduct currently in effect, available at [link to be added].

10.2 Government Ethics and Conflicts of Interest

Consultant will comply with all federal, state, and local laws regulating governmental ethics and conflicts of interest, including laws regulating gifts, campaign contributions, post-employment restrictions, financial disclosure, and "pay-to-play" restrictions.

10.3 Lobbying Compliance

Consultant shall comply with all registration and reporting requirements under all applicable lobbying disclosure laws. Consultant shall bear sole responsibility for its own compliance with all such laws. Consultant shall notify Anthropic in advance of filing an initial lobbying registration in connection with this Agreement. Consultant also agrees to notify Anthropic of any changes to registration or reporting requirements during the term of this engagement. If applicable, Consultant shall provide to Anthropic all information necessary to complete Anthropic's required reports no later than 10 days before each such report is due.

10.4 Government Inquiry

Consultant agrees to provide all documents and services, including personal services, necessary to assist Anthropic in connection with any audit, inquiry or investigation of Anthropic by any government agency or in connection with any matter relating to compliance by Anthropic with federal or state lobbying laws and/or regulations, relating to Consultant's services under this engagement.

10.5 Conflicts with this Agreement

Consultant represents and warrants that neither Consultant nor any of Consultant's Agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Consultant represents and warrants that Consultant's performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Consultant in confidence or in trust prior to commencement of this Agreement. Consultant represents and warrants that Consultant has the right to disclose and/or or use all ideas, processes, techniques and other information, if any, which Consultant has gained from third parties or in the performance of services for third parties, and which Consultant discloses to Anthropic or uses in the course of performance of this Agreement, without liability to such third parties. Notwithstanding the foregoing, Consultant shall not bundle with or incorporate into any deliverables provided to Anthropic hereunder any third

party products, ideas, processes, or other techniques, without the express, written prior approval of Anthropic. Consultant represents and warrants that Consultant has not granted and will not grant any rights or licenses to any intellectual property or technology that would conflict with Consultant's obligations under this Agreement. Consultant will not infringe upon any copyright, patent, trade secret or other property right of any former employer, client or third party in the performance of the Services.

11. Miscellaneous

11.1 Governing Law

The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state where Consultant resides while performing the Services, without giving effect to principles of conflicts of law.

11.2 Entire Agreement

This Agreement (including the Statement of Work which incorporates these terms by reference) sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

11.3 Amendments and Waivers

No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by all parties to this Agreement.

11.4 Successors and Assigns

Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. Anthropic may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of Anthropic.

11.5 Notices

Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email with confirmation of receipt, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth in the Statement of Work, as subsequently modified by written notice.

11.6 Severability

If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected.

11.7 Remedies

The parties acknowledges that violation of this Agreement by either party may cause the other party irreparable harm, and therefore that either party will be entitled to seek extraordinary relief in court, including, but not limited to equitable relief, in addition to and without prejudice to any other rights or remedies that the parties may have for a breach of this Agreement.

11.8 Voluntary Execution

Consultant certifies and acknowledges that Consultant has carefully read all of the provisions of this Agreement, that Consultant understands and has voluntarily accepted such provisions, and that Consultant will fully and faithfully comply with such provisions.

11.9 Construction

This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto. The captions and headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

11.10 Counterparts

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile or scanned copy will have the same force and effect as execution of an original, and a facsimile or scanned signature will be deemed an original and valid signature.