

INDEPENDENT CONTRACTOR TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS ("AGREEMENT") ARE LEGALLY BINDING BETWEEN YOU AND THE COMPANY.

PLEASE REVIEW AND READ THE TERMS AND CONDITIONS CAREFULLY.

This agreement (the "Agreement") is formed between you, the undersigned Contractor ("contractor"), an independent contractor engaged in the business of performing the services indicated by this agreement, and KARTBITES INC together with KARTBITES PVT LTD ("the Company" or "our Company"). The undersigned contractor is an independent contractor whose business is the performance of the services outlined in this agreement. Depending on their desire, the Contractor may engage in this agreement individually or in a corporate capacity. This agreement will become effective on the date it is accepted, regardless of whether you are eligible to perform the contracted services or ever do them. It will take effect immediately on using the Slurpalicious driver app via web or mobile devices.

PLEASE TAKE THE TIME TO READ THIS AGREEMENT CAREFULLY; IT IS CRUCIAL.

REVIEW THE MUTUAL ARBITRATION PROVISION SECTION, AS IT REQUIRES THE PARTIES TO RESOLVE DISPUTES ON AN INDIVIDUAL BASIS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THROUGH FINAL AND BINDING ARBITRATION. YOU MAY VALIDLY OPT OUT OF ARBITRATION, AS PROVIDED BELOW. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND THAT YOU HAVE TAKEN THE TIME AND SOUGHT ANY ASSISTANCE NECESSARY TO COMPREHEND THE CONSEQUENCES OF ACCEPTING THIS AGREEMENT.

RECITALS

Our Company runs a web-based e-commerce platform. This platform ("the Company platform" or "platform" for short) connects consumers with businesses such as restaurants, contractors, and

other companies.

Users with registered accounts on the Company software can place orders for food or other goods from various restaurants and companies. Once such orders are placed, our Company's software notifies contractors that a delivery opportunity has become available. In addition, the software that our Company owns makes it simpler for contractors to complete the delivery. The Company is neither a restaurant, nor company that delivers food, nor a firm that prepares food.

The Contractor is an independent service provider who provides delivery and other services. The Contractor is authorized to provide the services contemplated by this agreement in the location(s) where the Contractor operates. The Contractor possesses the necessary equipment and personnel to execute the delivery and any extra services contemplated by this agreement in compliance with applicable legislation. The Contractor desires to enter into this agreement to acquire the right to obtain delivery opportunities accessible via the platform managed by the Company. The Contractor understands and expressly accepts that they are not employees of our Company or any restaurant, other business, or consumer and that they are performing delivery and other services on their own and not on behalf of the Company. In addition, the Contractor acknowledges and accepts that it is not delivering these services on behalf of the Company. The Contractor is aware that (i) they are free to select the times they wish to be available on the platform to receive delivery opportunities; (ii) they are free to accept or reject the opportunities transmitted through our Company platform by consumers, and can make such decisions to maximize their opportunity to profit; and (iii) they have the exclusive right to control the manner in which deliveries are performed and the means by which those deliveries are completed. The Contractor acknowledges that they are at liberty to choose.

Our Company and Contractor (collectively referred to as "the parties") have come to the following agreement in light of the preceding and the commitments made in this document:

PURPOSE OF THE AGREEMENT

This agreement details the rights and duties of each party and serves as the governing document for our Company and Contractor's relationship. In exchange for the commitments made in this agreement, the Contractor will have the authority and responsibility to perform the "contracted

services" as specified in this contract. However, nothing in this agreement compels the Contractor to perform a particular number of contracted services during the length of this agreement, nor does anything in this agreement promise the Contractor a particular amount of business for a specified time period. During the length of this contract, the Contractor shall not be liable for any breach of this contract.

The Contractor is not required to accept or perform any "delivery opportunity" (as that term is defined in this contract) that the Company makes available. Nevertheless, once a delivery opportunity has been accepted, the Contractor shall be contractually obligated to perform the contracted services in accordance with all consumer requirements and the parameters outlined in this agreement. This duty shall take immediate effect.

CONTRACTOR'S OPERATIONS

The Contractor certifies that they operate a legally compliant business that provides delivery and other services, that they possess all licenses and permits necessary to provide any services covered by this agreement, and that they operate their business in accordance with all applicable laws. The Contractor, in their capacity as an independent Contractor or firm, is solely responsible for deciding how to operate their business and provide the contracted services.

The contractor guarantees that all contracted services will be performed in a timely, efficient, safe, and legally compliant manner. Our Company shall have no right to, nor shall it exercise any control over, the manner, method, or means employed by the Contractor to provide the services. Instead, the Contractor is solely responsible for determining the most effective, efficient, and safe means of carrying out the contracted services. This includes establishing how pickup and delivery will occur and selecting the route.

The Contractor retains the ability, in its position as an independent commercial enterprise, to perform services (whether delivery services or other services) on behalf of third parties and to present itself to the general public as an independently founded business. The parties acknowledge that they are now engaged in similar arrangements with other parties or will engage in similar arrangements in the future. However, neither the Contractor nor our Company is prohibited from participating in commercial activity with third parties by this agreement. Even if

the Contractor's business is in direct rivalry with the Company, our Company has no jurisdiction to ban the Contractor from delivering services to its own business, other businesses, customers, or consumers. This is true regardless of whether or not the Contractors logged into our Company platform. Even after the termination of this agreement, the Contractor will continue to be able to provide services to companies in direct competition with our Company and to participate in direct competition with the Company. The Contractor is not required to purchase, lease, or rent any materials, equipment, or services from the Company. In any capacity prior to engaging in business with the Company, or accepting the terms of this agreement.

If the Contractor's power to manage the way or method by which they execute services deviates from the terms outlined in this section, the Contractor agrees to notify our Company immediately in writing so that we can take the appropriate action.

CONTRACTED SERVICES

From time to time, our Company platform will notify the Contractor of the opportunity to complete deliveries from restaurants or other businesses to consumers in accordance with orders placed by consumers through our Company platform or directly from restaurants or other businesses (each of these is referred to as a "delivery opportunity"). For each delivery opportunity accepted by the Contractor ("contracted service"), the Contractor agrees to retrieve the orders from restaurants or other businesses safely and on time and ensure the order is accurately filled according to the consumer, restaurant, and/or business specifications, and complete delivery orders to consumers in a safe and timely fashion. The Contractor understands and agrees that the parameters of each contracted service are established by the consumer, restaurant, and/or other business, not the Company, and represent the end result desired, not the means by which the Contractors accomplish the result. The Contractor has the right to cancel, from time to time, a contracted service when, in the exercise of the Contractor's reasonable discretion and business judgment, it is appropriate to do so. Notwithstanding the foregoing, the Contractor agrees to maintain both a customer rating and a completion rate as of the date this agreement becomes effective. Failure to satisfy this obligation constitutes a material breach of this agreement, and our Company shall have the right to terminate this agreement and/or deactivate the Contractor's account.

The Contractor acknowledges that our Company has discretion as to which, if any, delivery opportunity to offer, just as the Contractor has the discretion whether and to what extent to accept any delivery opportunity.

Contractor acknowledges that Contractor is engaged in Contractor's own business, separate and apart from the Company's business, which is to provide an online marketplace platform using web-based technology that connects contractors, restaurants, and/or other businesses, and consumers.

Contractor authorizes the Company, during the course of a contracted service, to communicate with Contractor, consumer, and/or restaurant or other business to assist Contractor or facilitate direct communication between Contractor and the consumer, restaurant, and/or business, to the extent permitted by Contractor facilitating deliveries. However, under no circumstances shall our Company be authorized to control the manner or means by which Contractor performs delivery services or other services contemplated under this agreement. This includes, but is not limited to, the following:

Our Company does not require any specific type, or quality, of Contractor's choice of transportation.

The Contractor does not have a supervisor or any individual at our Company to whom they report.

The Contractor is not required to use any signage or other designation of our Company on their vehicle or person at any point in their use of the platform to perform the contracted services.

Our Company has no control over Contractors personal appearance.

The Contractor does not receive regular performance evaluations by the Company.

Contractors may use whatever payment method they choose to purchase items to be delivered to consumers, including but not limited to the Contractor's personal credit or debit card, cash, or prepaid card. The Contractor may use, for the Contractor's convenience, the prepaid card solely for purchasing items to be delivered to consumers. If the Contractor chooses to use their personal credit or debit card or cash, the Contractor shall invoice our Company on a weekly basis, and our

Company agrees to pay all invoices within ten days of receipt.

In the event a contractor fails to fully perform any contracted service (a "service failure") due to the Contractor's action or omission, the Contractor shall forfeit all or part of the agreed-upon fee for that service. If the Contractor disputes responsibility for a service failure, the dispute shall be resolved pursuant to the "payment disputes" provision below.

RELATIONSHIP OF PARTIES

The parties acknowledge and agree that this agreement is between two co-equal, independent business enterprises that are separately owned and operated. The parties intend this agreement to create the relationship of principal and independent Contractor and not that of employer and employee. The parties are not employees, agents, joint venturers, or partners of each other for any purpose. Neither party shall have the right to bind the other by contract or otherwise except as specifically provided in this agreement.

Our Company shall not have the right to, and shall not, control the manner or the method of accomplishing contracted services to be performed by the Contractor. The parties acknowledge and agree that those provisions of the agreement reserving ultimate authority in our Company have been inserted solely for the safety of consumers and other contractors using our Company platform or to achieve compliance with federal, state, or local laws, regulations, and interpretations thereof.

Our Company shall report all payments made to Contractor on a calendar year basis using an appropriate IRS form if the volume of payments to Contractor qualifies. The Contractor agrees to report all such payments and any cash gratuities to the appropriate federal, state, and local taxing authorities.

PAYMENT FOR SERVICES

Unless notified otherwise by our Company in writing or except as provided herein, the Contractor will receive payment per accurate contracted service completed in an amount consistent with the publicly provided pay model, which the Contractor can view. From time to time, our Company may offer opportunities for Contractor to earn more money for performing

contracted services at specified times or in specified locations. Nothing prevents the parties from negotiating a different rate of pay, and the Contractor is free to accept or deny any such opportunities to earn different rates of pay.

The Company's online credit card software may permit consumers to add a gratuity to be paid to the Contractor, and consumers can also pay a gratuity to a contractor in cash. The Contractor shall retain 100% of any gratuity paid by the consumer, whether by cash or credit card. Our Company acknowledges it has no right to interfere with the amount of gratuity given by the consumer to the Contractor.

Our Company will process payments made by consumers and transmit them to the Contractor. Payments for all deliveries completed in a given week will be transferred via direct deposit on no less than a weekly basis unless it notifies the contract or otherwise in writing.

From time to time, our Company may offer various driver promotions or referral programs. Contractor agrees that they will not manipulate or abuse the referral programs or driver promotions by, among other things: (a) tampering with the location feature on their mobile phone; (b) collecting incentive or promotional pay when not eligible to receive such payment under relevant policies; or, (c) creating multiple drivers or consumer accounts. The Contractor understands that engaging in this type of manipulation or abuse constitutes a material breach of this agreement and may lead to the deactivation of their account.

PAYMENT DISPUTES

Contractor's failure: in the event there is a service failure, the Contractor shall not be entitled to payment as described above (as determined in the Company's reasonable discretion). Any withholding of payment shall be based upon proof provided by the consumer, restaurant, or other business, Contractor, and any other party with information relevant to the dispute. Our Company shall make the initial determination as to whether a service failure was the result of the Contractor's action/omission. The Contractor shall have the right to challenge the Company's determination through any legal means contemplated by this agreement; however, the Contractor shall notify our Company in writing of us of the challenge and provide our Company the opportunity to resolve the dispute. The Contractor should include any documents or other

information in support of their challenge.

The Company's failure: in the event our Company fails to remit payment in a timely or accurate manner; the Contractor shall have the right to seek proper payment by any legal means contemplated by this agreement and, should the Contractor prevail, shall be entitled to recover reasonable costs incurred in pursuing proper payment, provided. However, the Contractor shall first inform our Company in writing to us of the failure and provide a reasonable opportunity to cure it.

EQUIPMENT AND EXPENSES

The Contractor represents that they have or can lawfully acquire all equipment, including vehicles and hot food bags ("equipment") necessary for performing contracted services, and the Contractor is solely responsible for ensuring that the vehicle used conforms to all vehicle laws pertaining to safety, equipment, inspection, and operational capability.

The Contractor agrees that they are responsible for all costs and expenses arising from the Contractor's performance of contracted services, including, but not limited to, costs related to the Contractor's personnel (defined below) and equipment. Except as otherwise required by law, the Contractor assumes all risk of damage or loss to their equipment.

PERSONNEL

In order to perform any contracted services, the Contractor must, for the safety of consumers on our Company platform, pass a background check administered by a third-party vendor, subject to the Contractor's lawful consent. The Contractor is not required to perform any contracted services personally, but may, to the extent permitted by law and subject to the terms of this agreement, hire or engage others (as employees or subcontractors of the Contractor) to perform all or some of the contracted services, provided any such employees or subcontractors meet all the requirements applicable to Contractor including, but not limited to, accepting the terms of this agreement, separately completing the process to receive delivery opportunities, and being eligible to provide the contracted services in the geographic location. To the extent the Contractor furnishes its own employees or subcontractors (collectively "personnel"), the Contractor shall be solely responsible for the direction and control of the personnel it uses to

perform all contracted services.

The Contractor assumes full and sole responsibility for the payment of all amounts due to their personnel for work performed in relation to this agreement, including all wages, benefits, and expenses, if any, and for all required state and federal income tax withholdings, unemployment insurance contributions, and social security taxes as to Contractor and all personnel employed by Contractor in the performance of contracted services under this agreement. Our Company shall have no responsibility for any wages, benefits, expenses, or other payments due to Contractor's personnel, nor for income tax withholding, social security, unemployment insurance contributions, or other payroll taxes relating to Contractor or their personnel. Neither Contractor nor their personnel shall receive any wages, including vacation pay or holiday pay, from the Company, nor shall they participate in or receive any other benefits, if any, available to the Company's employees.

The Contractor and their personnel shall not be required to wear a uniform or other clothing of any type bearing the Company's name or logo.

If the Contractor uses the services of any person to perform the contracted services, the Contractor's personnel must satisfy and comply with all of the terms of this agreement, which the Contractor must make enforceable by written agreement between the Contractor and such personnel. A copy of such a written agreement must be provided to our Company at least seven days in advance of such personnel performing the contracted services, and the Contractor must notify our Company when their personnel will be performing contracted services. The parties acknowledge that the sole purpose of this requirement is to ensure the Contractor's compliance with the terms of this agreement.

INSURANCE

The Contractor agrees, as a condition of doing business with the Company, that during the term of this agreement, the Contractor will maintain current insurance, in amounts and of types required by law to provide the contracted services, at their own expense. The Contractor acknowledges that failure to secure or maintain satisfactory insurance coverage shall be deemed a material breach of this agreement and shall result in the termination of the agreement and the

loss of the Contractor's Right to receive delivery opportunities.

Notification of coverage: The Contractor agrees to deliver to the Company, upon request, current certificates of insurance as proof of coverage. The Contractor agrees to provide updated certificates each time the contractor purchases, renews, or alters the Contractor's insurance coverage. The Contractor agrees to give our Company at least thirty (30) days prior written notice before cancellation of any insurance policy required by this agreement.

Workers' compensation/occupational accident insurance: The Contractor agrees that the Contractor will maintain sufficient insurance to cover any risks or claims arising out of or related to the Contractor's Relationship with the Company, including workers' compensation insurance where required by law. The Contractor acknowledges and understands that the Contractor will not be eligible for workers' compensation benefits through our Company and is instead responsible for maintaining Contractors' own workers' compensation insurance or occupational accident insurance. The Contractor's maintenance of the Contractor's own workers' compensation insurance or occupational accident insurance will not disqualify the Contractor from participating in the occupational accident insurance policy for drivers, which our Company may make available to the Contractor.

INDEMNITY

Our Company agrees to indemnify, protect and hold harmless the Contractor from any and all claims, demands, damages, suits, losses, liabilities, and causes of action arising directly from the Company's actions offering and facilitating the contracted services to the Contractor.

The Contractor agrees to indemnify, protect and hold harmless the Company, including all parent, subsidiary, and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees, from any and all claims, demands, damages, suits, losses, liabilities and causes of action arising directly or indirectly from, as a result of or in connection with, the actions of Contractor and/or their personnel arising from the performance of delivery services under this agreement, including personal injury or death to any person (including to Contractor and/or their personnel), as well as any liability arising from Contractors failure to comply with the terms of this agreement. The

Contractor's obligations hereunder shall include the cost of defense, including attorneys' fees, as well as the payment of any final judgment rendered against or settlement agreed upon by our Company or its parent, subsidiary, and/or affiliated companies.

The Contractor agrees to indemnify, protect and hold harmless the Company, including all parent, subsidiary, and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees, from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to all payroll taxes, self-employment taxes, workers compensation premiums, and any contributions imposed or required under federal, state and local laws, with respect to Contractor and Contractors personnel.

The Contractor shall be responsible for, indemnify and hold harmless the Company, including all parent, subsidiary, and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees, from all costs of Contractors business, including, but not limited to, the expense and responsibility for any and all applicable insurance, local, state or federal licenses, permits, taxes, and assessments of any and all regulatory agencies, boards or municipalities.

MUTUAL ARBITRATION PROVISION

Contractor and our Company mutually agree to this mutual arbitration provision, which is governed by the federal arbitration act ("faa") and shall apply to any and all disputes arising out of or relating to this agreement, Contractors classification as an independent contractor, Contractors provision of contracted services to consumers, restaurants, or other businesses, the payments received by Contractor for providing services to consumers, restaurants, or other businesses, the termination of this agreement, and all other aspects of Contractors relationship with the Company, past, present or future, whether arising under federal, state or local statutory and/or common law, including without limitation harassment, discrimination or retaliation claims and claims arising under or related to the civil rights act of 1964 (or its state or local equivalents), americans with disabilities act (or its state or local equivalents), age discrimination in employment act (or its state or local equivalents), family medical leave act (or its state or local equivalents), federal credit reporting act (or its state or local equivalents), telephone consumer

protection act (or its state or local equivalents), or fair labor standards act (or its state or local equivalents), state and local wage and hour laws, state and local statutes or regulations addressing the same or similar subject matters, and all other federal, state or local claims arising out of or relating to Contractor's relationship or the termination of that relationship with the Company. The parties expressly agree that this agreement shall be governed by the faa even in the event contractor and/or our Company are otherwise exempted from the faa. Any disputes in this regard shall be resolved exclusively by an arbitrator. If for any reason, the faa does not apply, the state law governing arbitration agreements in the state in which the Contractor operates shall apply.

The Contractor and our Company agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. The Contractor and our Company, therefore, agree that, before either Contractor or our Company demands arbitration against the other, we will personally meet and confer, via telephone or videoconference, in a good-faith effort to resolve informally any claim covered by this mutual arbitration agreement. If the Contractor is represented by counsel, the Contractor's counsel may participate in the conference, but the Contractor shall also fully participate in the conference. The party initiating the claim must give notice to the other party in writing of their intent to initiate an informal dispute resolution conference, which shall occur within 60 days after the other party receives such notice unless an extension is mutually agreed upon by the parties. To notify our Company that the Contractor intends to initiate an informal dispute resolution conference, please email or message us using the contact information listed on our website. Please provide the Contractor's name, the telephone number associated with the Contractor's driver account (if any), the email address associated with the Contractor's driver account, and a description of the Contractor's claim. In the interval between the party receiving such notice and the informal dispute resolution conference, the parties shall be free to attempt to resolve the initiating party's claims. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

If following the informal resolution process, either Contractor or our Company wishes to initiate arbitration, and the initiating party must notify the other party in writing via certified mail, return

receipt requested, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include (1) the name and address of the party seeking arbitration, (2) a statement of the legal and factual basis of the claim, (3) a description of the remedy sought, and (4) the amount in controversy. Any demand for arbitration by the Contractor must be delivered to the counsel who represented our Company in the informal resolution process, or if there was no such counsel, to the general counsel address listed on our website.

Arbitration class action waiver. Contractor and our Company mutually agree that by entering into this agreement to arbitrate, both waive their right to have any dispute or claim brought, heard, or arbitrated as, or to participate in, a class action, collective action, and/or representative action—including but not limited to actions brought pursuant to the private attorney general act ("PAGA"), California labor code section 2699 et seq., and any request seeking a public injunction—and an arbitrator shall not have any authority to hear or arbitrate any class, collective or representative action, or to award relief to anyone but the individual in arbitration ("arbitration class action waiver"). Notwithstanding any other clause contained in this agreement or the CPR rules, as defined below, any claim that all or part of this arbitration class action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the arbitration class action waiver is unenforceable, the class, collective, and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the arbitration class action waiver that is enforceable shall be enforced in arbitration. All other disputes with respect to whether this mutual arbitration provision is unenforceable, unconscionable, applicable, valid, void, or voidable, and all disputes regarding the payment of arbitrator or arbitration-organization fees, including the timing of such payments and remedies for nonpayment, shall be determined exclusively by an arbitrator, and not by any court. For the sake of clarification only, nothing in this paragraph shall be construed to prohibit settlements on a class-wide, collective, and/or representative basis.

Contractor agrees and acknowledges that entering into this mutual arbitration provision does not change Contractor's status as an independent contractor in fact and in law, that Contractor is not an employee of our Company or its customers, and that any disputes in this regard shall be

subject to arbitration as provided in this agreement.

Any arbitration shall be governed by the CPR administered arbitration rules and, when applicable, the CPR employment-related mass-claims protocol (together with the "CPR rules") of the international institute for conflict prevention & resolution, except as follows:

The arbitration shall be heard by one arbitrator (the "arbitrator") selected in accordance with the CPR rules. The arbitrator shall be an attorney with experience in the law underlying the dispute.

If the parties cannot otherwise agree on a location for the arbitration, the arbitration shall take place within 45 miles of the Contractor's residence as of the effective date of this agreement.

The CPR fee schedule will apply with the following exceptions. Unless applicable law provides otherwise, in the event that our Company and Contractor have agreed to this mutual arbitration provision, our Company and Contractor shall equally share filing fees and other similar and usual administrative costs, as are common to both court and administrative proceedings, but Contractors share of such fees, and costs will not exceed the filing fee to file the case in a court of competent jurisdiction embracing the location of the arbitration. Our Company shall pay any costs uniquely associated with the arbitration, such as payment of the fees of the arbitrator, as well as room rental.

The arbitrator may issue orders (including subpoenas to third parties) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes.

Except as provided in the arbitration class action waiver, the arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The arbitrator shall apply the state or substantive federal law, or both, as is applicable.

The arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the federal rules of civil procedure governing such motions.

The arbitrator's decision or award shall be in writing with findings of fact and conclusions of law.

The arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information. Subject to the discretion of the arbitrator or agreement of the parties, any person having a direct interest in the arbitration may attend the arbitration hearing. The arbitrator may exclude any non-party from any part of the hearing.

Either Contractor or our Company may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief, the arbitration provided in this paragraph may be rendered ineffectual.

Nothing in this mutual arbitration provision prevents you from making a report to or filing a claim or charge with the equal employment opportunity commission, U.S. Department of Labor, U.S. Securities and exchange commission, national labor relations board, or office of federal contract compliance programs. Nothing in this mutual arbitration provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this mutual arbitration provision. This mutual arbitration provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this mutual arbitration provision. Nothing in this mutual arbitration provision prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. Our Company will not retaliate against the Contractor for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under the national labor relations act. Disputes between the parties that may not be subject to a pre-dispute arbitration agreement, including as provided by an act of congress or lawful, enforceable executive order, are excluded from the coverage of this mutual arbitration provision.

Contractor's right to opt-out of the mutual arbitration provision. Arbitration is not a mandatory condition of the Contractor's contractual relationship with the Company, and therefore Contractor may submit a statement notifying our Company that the Contractor wishes to opt out and not be subject to this mutual arbitration provision. In order to opt out, the Contractor must notify our Company in writing of the Contractor's intention to opt-out by sending a letter, by first class mail, to the general counsel address listed on our website. Any attempt to opt out by email

or other digital means will be ineffective. The letter must state the Contractor's intention to opt-out. In order to be effective, the Contractor opt-out letter must be postmarked within 30 days of the effective date of this agreement. The letter must be signed by the Contractor and not by any agent or representative of the Contractor. The letter may opt out, at most, only one Contractor, and letters that purport to opt out multiple contractors will not be effective to any. No contractor (or their agent or representative) may effectuate an opt-out on behalf of other contractors. If, at the time of the Contractor's Receipt of this agreement, the Contractor was bound by an existing arbitration agreement with the Company, that arbitration agreement will continue to apply to any pending litigation, even if the Contractor opts out of this arbitration agreement. If the Contractor opts out as provided in this paragraph, the Contractor will not be subject to any adverse action from our Company as a consequence of that decision, and they may pursue available legal remedies without regard to this mutual arbitration provision. If the Contractor does not opt out within 30 days of the effective date of this agreement, the Contractor and our Company shall be deemed to have agreed to this mutual arbitration provision. The Contractor has the right to consult with counsel of Contractor's choice concerning this mutual arbitration provision (or any other provision of this agreement).

Except as specified in the prior paragraph, this mutual arbitration provision supersedes any and all prior arbitration agreements between the Contractor and our Company and is the full and complete agreement relating to the formal resolution of disputes covered by this mutual arbitration provision. In the event any portion of this mutual arbitration provision is deemed unenforceable, the remainder of this mutual arbitration provision will be enforceable. The award issued by the arbitrator may be entered in any court of competent jurisdiction.

LITIGATION CLASS ACTION WAIVER

To the extent allowed by applicable law, separate and apart from the mutual arbitration provision, Contractor agrees that any proceeding to litigate in court any dispute arising out of or relating to this agreement, whether because Contractor opted out of the mutual arbitration provision or any other reason, will be conducted solely on an individual basis, and Contractor agrees not to seek to have any controversy, claim or dispute heard as a class action, a representative action, a collective action, a private attorney general action, or in any proceeding

in which contractor acts or proposes to act in a representative capacity ("litigation class action waiver"). The Contractor further agrees that no proceeding will be joined, consolidated, or combined with another proceeding without the prior written consent of all parties to any such proceeding. If a court of competent jurisdiction determines that all or part of this litigation class action waiver is unenforceable, unconscionable, void, or voidable, the remainder of this agreement shall remain in full force and effect.

PROPRIETARY RIGHTS AND LICENSES

All copyright, database rights, trademarks (whether registered or unregistered), design rights (whether registered or unregistered), patent applications, patents, and other intellectual property rights of any kind in our Company platform, as well as the underlying software code and any and all rights in, or derived from our Company platform are proprietary and owned either directly by our Company or by the Company's licensors.

The Contractor recognizes and agrees that they will not use any of the proprietary information, materials, or intellectual property rights in any way other than by utilizing our Company platform to perform the contracted service in accordance with the terms of this agreement. No portion of our Company platform may be copied in any way unless expressly permitted to do so by the terms of this agreement. The Contractor acknowledges and agrees that it will not modify, rent, lease, loan, sell, distribute, or create derivative works based on our Company platform or any intellectual property rights therein, nor will it exploit our Company platform or any intellectual property rights therein in any unauthorized manner.

Our Company hereby grants the Contractor a non-exclusive license to use our Company platform for the sole purpose of lawfully performing the contracted services in accordance with the terms of this agreement. This license is revocable, non-transferable, and non-sublicensable. This license may be revoked at any moment at the discretion of the Company. The Company will not surrender any of its rights, titles, or interests in the Company. Platform or any of the other intellectual property rights it holds in relation to the platform. Any license shall terminate upon expiration or termination of this agreement.

The Contractor acknowledges and agrees that any questions, comments, suggestions, ideas,

feedback, or other information ("submissions") provided by the Contractor to our Company regarding our Company platform are provided voluntarily and shall become the Company's exclusive property. Contractor acknowledges and agrees that any questions, comments, suggestions, ideas, feedback, or other information ("submissions") provided by Contractor to our Company regarding our Company shall own exclusive rights to such submissions, including all intellectual property rights contained therein, and shall be entitled to the unrestricted use and dissemination of these submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to the provider of the submissions. Our Company shall have the right to use and distribute these submissions for any purpose, commercial or otherwise, without the Contractor's permission.

TERMINATION OF AGREEMENT

This agreement may be terminated by the Contractor upon seven (7) days of written notice. Our Company may terminate this agreement and deactivate the Contractor's driver account only for the reasons outlined in our Company's driver deactivation policy, which the Contractor expressly agrees to, or a breach of material terms of this agreement. Our Company may also terminate this agreement and deactivate the Contractor's driver account for any other reason it deems fit. The Company reserves the right, notwithstanding any other provision of this agreement, to amend the deactivation policy if, in our Company's good faith and reasonable opinion, doing so is required for the safe and/or efficient functioning of our Company platform. The Company maintains the right to amend the deactivation policy, notwithstanding any other aspect of this agreement. The Company is obligated to notify the Contractor through email of any such modifications. Any changes to the deactivation policy shall become effective and enforceable upon the Contractor's ongoing usage of our Company platform following our Company's email notification of such adjustments. These modifications are effective immediately. There is nothing preventing the Contractor from attempting to negotiate an exception to any potential revisions to the deactivation policy.

The duties and rights of the Contractor and our Company deriving from this agreement's mutual arbitration provision shall survive the termination of this agreement. Regardless of any other

provision in this agreement, the deactivation policy may be updated at any time; any such revisions will become effective and binding upon our Company's email notification to the Contractor.

MODIFICATION

This agreement is subject to change at any moment at the discretion of the Company. When our Company makes changes to this agreement that are considered to be material, it will update the "last updated" date at the top of the agreement and post the amended version of the agreement on our Company platform or relevant product website. Additionally, we will provide the Contractor with notification of any major modifications that will take place prior to the date that the amended agreement will become effective. If the Contractor does not agree with the terms of the updated agreement, the Contractor has the right to immediately cancel the agreement in accordance with the provisions set forth in this document. The Contractor's continuing access to or use of our Company platform will be construed as acceptance of the amended agreement if the Contractor does not terminate the agreement prior to the date that the revised agreement becomes effective. Any information that is found on a website that has a hyperlink leading to this agreement may be subject to change at any time by the Company, and any such changes will become effective immediately upon posting. The Contractor's continued use of our Company platform after any such changes shall be construed as consent to such changes.

ENTIRE AGREEMENT, TRANSFERABILITY, AND WAIVER

This agreement is the complete agreement and understanding between the parties with respect to its subject matter, and it may not be modified, altered, changed, or amended in any way unless the modification, alteration, change, or amendment is made in writing and signed by both parties. Before accepting any modifications, adjustments, revisions, or amendments, the Contractor has the right to negotiate any suggested modifications with the Company. Before accepting any modifications, revisions, changes, or amendments, the Contractor shall also have the right to evaluate whether or not to maintain its contractual connection with the Company. This agreement supersedes and nullifies all prior agreements between the parties. This agreement supersedes the consumer-facing terms and conditions agreement of our Company (or the updated consumer-facing terms and conditions agreement, if applicable) to the extent that the

consumer-facing terms and conditions agreement of our Company is inconsistent with or in conflict with this agreement. However, the Contractor's decision to opt-out of the mutual arbitration provision in this clause has no impact on the enforceability of any arbitration provision contained in the consumer-facing terms and conditions agreement to which the Contractor may be bound (and vice versa). This agreement binds the parties, including their heirs and successors, with the exception that our Company may assign its rights and responsibilities under this agreement to an affiliate of our Company or any successor(s) to its Company and/or purchaser of substantially all of its stock or assets. Neither party may assign this agreement without the prior written agreement of the other party. In this agreement, any references to the Company. Include their respective successors (s).

The failure of our Company or Contractor to insist on strict performance of the terms of this agreement or to exercise any option contained herein shall not be construed as a waiver or relinquishment of such term or option, and such term or option shall remain in full force and effect notwithstanding the failure of either party to insist on strict performance of the terms of this agreement in any instance.

MISCELLANEOUS

Captions: the terms and contents of this agreement are not in any way limited, amplified, modified, or otherwise affected by the captions that appear throughout this agreement. These captions are merely included for your convenience.

Severability clause: except as specifically stipulated, if any part of this agreement is ruled unconstitutional or unenforceable, the remainder of this agreement shall remain in full force and effect.

Governing law: with the exception of the mutual arbitration provision that was discussed above, which is governed by the federal arbitration act, the rules of law of the state in which the Contractor performs the majority of the services covered by this agreement shall be used as the choice of law for interpreting this agreement and the rights of the parties hereunder, as well as the substantive interpretation of claims asserted pursuant. This is because the federal arbitration act governs the interpretation of mutual arbitration.

Notice and opportunity to cure: The Contractor agrees to notify our Company in writing of any breach or perceived breach of this agreement, of any claim arising out of or related to this agreement (relationship of parties).

As a contractor utilizing our Company driver application, the Contractor may have access to google maps in-app navigation capabilities when performing contracted services. Google has teamed with our Company to make this possible. If the Contractor does so, the Contractor agrees that google may collect the Contractor's location data while the driver app is running in order to provide and improve google's services and that such data may be shared with our Company in order to improve its operations, and that google's terms and policies regarding privacy will apply to this usage. If the Contractor permits google to collect the Contractor's Location data while the driver app is operating, Contractor consents to such collection. The Contractor may utilize any navigation software, including but not limited to our Company driver app, or none.