Independent Contractor Agreement

RideServ,LLC

Last Updated: February 12, 2024

IMPORTANT: PLEASE REVIEW THIS AGREEMENT CAREFULLY. IN PARTICULAR, PLEASE REVIEW THE MUTUAL ARBITRATION PROVISION IN SECTION 14, 25.1, 25.2, OR 25.3, AS APPLICABLE, AS EACH REQUIRES THE PARTIES TO RESOLVE DISPUTES ON AN INDIVIDUAL BASIS, TO THE FULLEST EXTENT PERMITTED BY LAW, THROUGH FINAL AND BINDING ARBITRATION (UNLESS CONTRACTOR VALIDLY OPTS OUT OF ARBITRATION, AS PROVIDED BELOW). THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. BY ACCEPTING THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTOOD ALL OF THE TERMS, INCLUDING SECTION 14, 25.1, 25.2, OR 25.3, AS APPLICABLE, AND HAVE TAKEN THE TIME AND SOUGHT ANY ASSISTANCE NEEDED TO COMPREHEND THE CONSEQUENCES OF ACCEPTING THIS AGREEMENT.

This Independent Contractor Agreement ("Agreement") describes the rules, restrictions, and obligations that govern your provision of services through the RideServ,LLC (Meter app)Platform ("Contracted Services"), as further described in section 3 below. This Agreement is between you, an independent contractor engaged in the business of performing the Contracted Services ("Contractor"), and the relevant RideServ entity with whom you are entering this Agreement, as described in section 24 below. Contractor may enter this Agreement either as an individual sole proprietor or a corporate entity. This Agreement will become effective on the date it is accepted regardless of whether Contractor is eligible to, or ever does, perform any Contracted Services.

BY ACCESSING RIDESERV,LLC FLEET- THE METER APP SMARTPHONE APPLICATION ("METER APP"), CONTRACTOR AGREES TO BE BOUND BY (1) THIS AGREEMENT, (2) THE RIDESERV,LLC PRIVACY POLICY, (3) THE RIDESERV,LLC CONSUMER TERMS OF SERVICE, (4) THE SERVICE PROVIDER PLATFORM ACCESS POLICY, AND (5) THE E-SIGN CONSENT AGREEMENT (SECTION 22).

RECITALS

RideServ is a Ride-Hailing Transportation company that provides and services platform using web-based technology (including the Meter App) that Provides the rates of exchange during services among contractors, businesses, and consumers (together, the "RIDESERV- METER APP- GOOGLE FORMS CO-OP"). RideServ enables individuals and businesses ("Consumers") to order services from RideServ,LLC ("DRIVERS") and Contractors. Once such order is placed, the RideServ Platform notifies Contractors that a Contracted Service Opportunity (defined in section 3.1 below) is available and facilitates completion of the Contracted Services. RideServ is not a Taxicab,Driver service, or Chauffeur business.

Contractor is an independent provider of Contracted Services, authorized to conduct such services in the geographic location(s) in which they operate. Contractor possesses and/or controls all equipment and personnel necessary to perform the Contracted Services in accordance with applicable laws. Contractor desires to enter into this Agreement for the opportunity to receive Contracted Service Opportunities made available through RideServ,LLC. Contractor understands and expressly agrees that they are not an employee of RideServ or any taxicab conmpany, other business, or individual propriety and that they are performing Contracted Services on behalf of themselves and their business, not on behalf of RideServ. Contractor understands that: (i) they are free to select the times

they wish to be available on the Rideserv Platform to receive Contracted Service Opportunities; (ii) they are free to negotiate their earnings by, among other things, accepting or rejecting the Contracted Service Opportunities presented through RideServ , and can make such decisions to maximize their opportunity to profit; and (iii) they have the sole right to control the manner in which Contracted Services are performed and the means by which those Contracted Services are completed in accordance with applicable laws.

In consideration of the above, as well as the mutual promises described herein, RideServ and Contractor (collectively, "the parties") agree as follows:

1.   PURPOSE OF THE AGREEMENT

1.1.   This Agreement governs the relationship between RideServ and Contractor and establishes the parties' respective rights and obligations. In exchange for the promises contained in this Agreement, Contractor will have the opportunity to receive Contracted Service Opportunities through the RideServ Platform and Contractor agrees to perform the Contracted Services for any Contracted Service Opportunities they choose to accept. However, nothing in this Agreement requires Contractor to perform any particular volume of Contracted Services, and nothing in this Agreement guarantees Contractor will receive any volume of Contracted Service Opportunities or other business through the RideServ Platform.

1.2.   Contractor is not obligated to accept or perform any particular Contracted Service Opportunity offered through the RideServ Platform. However, once a Contracted Service Opportunity is accepted, Contractor shall be contractually bound to complete the Contracted Services in accordance with all Consumer and Merchant specifications and the terms laid out in this Agreement.

2.   CONTRACTOR'S OPERATIONS

2.1.   Contractor represents that they operate an independently established business enterprise that provides services, and that they satisfy all legal requirements and have all necessary licenses and permits necessary to perform the Contracted Services. As an independent enterprise, Contractor is solely responsible for determining how to operate their business and how to perform the Contracted Services.

2.2.   Contractor agrees that all information they provide to RideServ or through the RideServ Platform will be true and accurate and that they will promptly inform RideServ if any information requires updating.

2.3.   Contractor agrees to fully perform the Contracted Services in a timely, efficient, safe, and lawful manner. RideServ has no right to, and shall not, control the manner, method, or means Contractor uses to perform the Contracted Services. Instead, Contractor shall be solely responsible for determining the most effective, efficient, and safe manner to perform the Contracted Services, including, as applicable, determining the manner of pickup, shopping, delivery, and route selection.

2.4.   As an independent business enterprise, Contractor retains the right to perform services (whether services similar to the Contracted Services or other services) with or for other businesses and/or other consumers, and Contractor represents that they advertise and hold themselves out to the general public as a separately established business. The parties recognize that they are or may be engaged in similar arrangements with other businesses to supply services similar or identical to the Contracted Services and nothing in this Agreement prevents Contractor or RideServ from doing business with others. RideServ does not have the right to restrict Contractor from performing services for Contractor's own business, other businesses, consumers, or any other third parties at any time, even if such business directly competes with RideServ, and even during the time Contractor is logged into the RideServ Platform so long as performing such services does not otherwise violate this Agreement. Contractor's right to compete with RideServ, or perform services for businesses that compete with RideServ, will survive even after termination of this Agreement.

2.5.   Contractor is not required to purchase, lease, or rent any products, equipment, or services from RideServ as a condition of receiving Contracted Service Opportunities through the RideServ Platform or entering into this Agreement.If needed Contractor will pay $36.00 a day for company vehicle use driver must facilitate insurance policy required by state.

2.6.   Contractor agrees to immediately notify RideServ in writing at Rideservtaxico@gmail.com if Contractor's right to control the manner or method they use to perform Contracted Services differs from the terms contemplated in this section 2.

2.7.   When signing up to be a user of the RideServ Platform, Contractor's information will be used to create an account. Contractor may not create multiple Meter App accounts.

2.8.   By entering this Agreement, Contractor also agrees to be bound by the RideServ Consumer Terms of Service and that any breach of the RideServ Consumer Terms of Service will be considered a breach of this Agreement. However, to the extent that this Agreement and the RideServ Consumer Terms of Service conflict, the terms of this Agreement will take precedence.

2.9.   Contractor also acknowledges that Contractor may be offered opportunities to perform Contracted Services through the RideServ Platform by entities other than RideServ and that additional terms and conditions may apply to those opportunities. To the extent that any such terms and conditions conflict with this Agreement, unless such terms and conditions are with RideServ, LLC the terms of this Agreement will take precedence. To the extent such terms and conditions are with RideServ,LLC they will take precedence over this Agreement.

2.10.   Contractor acknowledges that when engaging with the RideServ Platform on a mobile device, data usage rates may apply.

2.11.   To prevent unauthorized access to Contractor's account and to prevent unauthorized use of Personal Information (as defined in section 5.1) and the RideServ Platform, Contractor agrees to protect and keep confidential all Personal Information and their email, phone number, password, and/or other means of

accessing their account via the RideServ Platform by implementing appropriate technical and organizational measures. Contractor acknowledges that unauthorized use of Contractor's account, email, phone number, password, or other means of accessing their account could lead to financial loss and access to Contractor's sensitive personal and account information. If Contractor discloses (or otherwise allows to be made known) their account information, user ID, password, or other means of accessing their account to any person or entity, Contractor assumes all risks and losses associated with such disclosure. If Contractor believes someone may attempt to use, or has accessed, Contractor's account without Contractor's permission, or that any other unauthorized use or security breach has occurred, Contractor agrees to immediately notify RideServ at Rideservtaxico@gmail.com

2.12.   Contractor shall at all times ensure that they use the most up-to-date version of the driver App available, have a mobile device capable of reliably running the most up-to-date version of the driver App, and not intentionally block or attempt to bypass any automatic driver App updates.

2.13.   From time to time, RideServ may invite Contractors to participate in sessions to test new features or services within or related to the RideServ Platform. Contractor shall keep confidential all information learned or obtained during such sessions and shall not disclose such information to anyone without RideServ's express written consent.

3.   CONTRACTED SERVICES

3.1.   From time to time, the RideServ Platform may notify Contractor of the opportunity to perform Contracted Services in accordance with orders placed by Consumers or Merchants through the RideServ Platform (each a "Contracted Service Opportunity"). Contractor agrees that by logging into the driver App and starting a Dash, Contractor is making themselves available to receive Contracted Service Opportunities, which Contractor may accept or reject.

3.2.   For each Contracted Service Opportunity accepted by Contractor that involves picking up one or more items ("Items") from one or more Merchants and

delivering the Items to one more Consumers (a "Ride-Hailing Service Opportunity"). Contractor agrees to (i) proceed to the applicable Merchant(s), (ii) retrieve the Item(s) in a safe and timely fashion, (iii) ensure the Ride-Hailing Service Opportunity is accurately performed according to the instructions, specifications, or guidelines of the customer, merchant, or any other party requesting the service and (iv) complete delivery of the Item(s) to the Consumer(s) in a safe and timely fashion without taking any action that would change the quality or presentation of the Item(s) and while adhering to applicable law and reasonable expectations of food safety, quality, and health standards as required by the Merchant(s) and/or applicable law. A Ride-Hailing Service Opportunity is considered complete when all Items have been delivered to the Consumer(s), or, when applicable, placed in a designated area as instructed by the Consumer(s), in addition to any other task required for completion of the Ride-Hailing Service Opportunity as specified by the Consumer(s) and/or Merchant(s). Contractor agrees to timely mark each Ride-Hailing Service Opportunity as completed in the driver App upon completion. If the Consumer is not available, Contractor agrees that the Ride-Hailing Service Opportunity will be considered complete only if Contractor both (i) makes reasonable efforts to contact the Consumer and wait a reasonable time for the Consumer to accept the Item(s) by following the applicable flow in the driver App and (ii) either leaves the Item(s) at the Consumer location or returns the Item(s) if a return is required for a given Ride-Hailing Service Opportunity (as indicated at the time the Ride-Hailing Service Opportunity is offered). Under no circumstances may Contractor take the Item(s).

3.3.   To the extent a Ride-Hailing Service Opportunity requires Contractor to select Items from a Merchant's store prior to delivery ("Shop and Deliver"), Contractor acknowledges that additional Items may be added after Contractor has accepted the Ride-Hailing Service Opportunity through the Platform. Contractor may opt out of receiving Shop and Deliver Contracted Service Opportunities by contacting RideServ Support at Rideservtaxico@gmail.com.

3.4.   Contractor understands and agrees that the parameters of each Contracted Service Opportunity are established by the Consumer and/or Merchant, not RideServ, and represent the end result desired, not the means by which Contractor is to accomplish the result. Contractor has the right to cancel a Contracted Service

when, in the exercise of Contractor's reasonable discretion and business judgment, it is appropriate to do so. Notwithstanding the foregoing, Contractor agrees to maintain both a customer rating and a completion rate found here as of the date this Agreement becomes effective. Failure to satisfy this obligation constitutes a material breach of this Agreement, and in such case RideServ shall have the right to terminate this Agreement and/or deactivate Contractor's account. Contractor shall not attempt to induce or persuade a Consumer or Merchant to cancel any Contracted Service.

3.5.   Contractor acknowledges that RideServ has discretion as to which, if any, Contracted Service Opportunities to present to Contractor, just as Contractor has the discretion whether to accept any Contracted Service Opportunity.

3.6.   Contractor warrants that Contractor is engaged in Contractor's own business, separate and apart from RideServ's business, which is to provide the RideServ Platform.

3.7.   Contractor authorizes RideServ, during the course of any Contracted Services, to communicate with Contractor, the Consumers, and the Merchants, and/or or facilitate direct communication between Contractor and the Consumers and/or Merchants, to the extent permitted by Contractor, for the purposes of assisting Contractor in their performance of the Contracted Services. Under no circumstances, however, shall RideServ be authorized to control the manner or means by which Contractor performs Contracted Services. This includes, but is not limited to, the following:

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

b. Contractor does not have a supervisor or any individual at RideServ to whom they report.

c. Contractor is not required to use any signage or other designation of RideServ on their vehicle or person at any point in their performance of the Contracted Services.

d. RideServ has no control over Contractor's personal appearance.

e. Contractor does not receive performance evaluations by RideServ.

3.8.   Contractor may use whatever payment method they choose to purchase Items to be delivered to Consumers, including but not limited to Contractor's personal credit or debit card, cash, or a physical or electronic card prepaid by RideServ. Contractor may use, for Contractor's convenience, the prepaid card solely for purchasing Items to be delivered to Consumers. If Contractor uses their personal credit or debit card or cash, Contractor shall notify RideServ by submitting a support inquiry through Rideservtaxico@gmail.com and RideServ will reimburse Contractor. Notwithstanding the above or any other provision in this Agreement, Contractor shall not use any payment method linked to SNAP or EBT funds to purchase Items to be delivered to Consumers.

3.9.   In the event Contractor fails to fully perform any Contracted Service consistent with the parameters established by the Consumer and/or Merchant, or this Agreement(a "Service Failure"), Contractor shall forfeit all or part of the agreed upon fee for that service. If Contractor disputes responsibility for a Service Failure, the dispute shall be resolved pursuant to the "Payment Disputes" provision below.

3.10.   Contractor shall comply with all applicable RideServ policies and guidelines as may be published or communicated to Contractor from time to time, including the Delivering Alcohol Guidelines and the Delivering Tobacco Guidelines.

3.11.   Contractor agrees to immediately notify RideServ in writing by submitting a Support inquiry through Rideservtaxico@gmail.com if Contractor's services or scope of work differ in any way from what is contemplated in this section 3.

4.   CONTENT

Parts of the RideServ Platform enable Contractor to provide feedback, text, photos, audio, video, information, and other content to RideServ (collectively, "Content"). By providing Content, in whatever form and through whatever means, Contractor agrees to the RideServ Content and Likeness Consent Release and grants RideServ a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable and transferable license to copy, modify, prepare derivative works of,

distribute, publish and otherwise exploit, that Content, without limitation. To the extent permitted by law, Contractor waives its moral rights (as defined under applicable law) with respect to any Content Contractor creates or contributes and Contractor unconditionally and irrevocably consents to RideServ (and all persons authorized by RideServ) (i) exercising any of the rights of an owner of copyright in the Content without attribution to Contractor as the author or by attributing ownership to another person and (ii) to using, reproducing, dealing with, modifying, doing, or omitting to do, anything which would infringe or breach Contractor's moral rights in the Content. Contractor irrevocably waives and agrees not to enforce any moral rights they may have in the Content. If Content includes personal information, RideServ's driver Privacy Policy describes how RideServ uses that personal information. Where RideServ pays for the creation of Content or facilitates its creation, RideServ may own that Content, in which case supplemental terms or disclosures will say that. Contractor is solely responsible for all Content that Contractor provides and warrants that Contractor either owns it or is authorized to grant RideServ the rights described in this Agreement. Contractor is responsible and liable if any of Contractor's Content violates or infringes the intellectual property or privacy rights of any third party. Content that is, among other things, discriminatory, obscene, harassing, deceptive, violent, or illegal is prohibited, and Content must comply with all applicable RideServ policies, including but not limited to the RideServ Social Media Guidelines. Contractor agrees that RideServ may make available services or automated tools to translate Content and that Contractor's Content may be translated using such services or tools.

5.   PRIVACY OF PERSONAL INFORMATION

5.1.   Contractor may only process personal information (as that term is defined under applicable privacy laws) obtained in connection with the Contracted Services ("Personal Information") in compliance with the terms of this Agreement and only for the limited and specified business purpose of providing the Contracted Services. Contractor shall comply with applicable privacy laws and provide the level of privacy protection for Personal Information as is required by those laws. Contractor shall not sell or share Personal Information. Contractor shall not (a) retain, use or

disclose Personal Information (i) for any purpose other than the business purpose of providing the Contracted Services or (ii) outside of the direct business relationship between RideServ and Contractor; or (b) combine Personal Information received in connection with the Contracted Services with personal information received from or on behalf of another person(s), or collected from Contractor's own interactions with individuals, unless permitted by applicable privacy laws. Contractor certifies that they understand and will comply with these requirements and restrictions.

5.2.   Contractor shall process Personal Information only for the duration of this Agreement, or until otherwise instructed by RideServ. To the extent Contractor maintains any Personal Information, Contractor shall promptly delete a particular individual's Personal Information from Contractor's records upon request by RideServ. RideServ may take any reasonable and appropriate steps to ensure that Contractor uses Personal Information in a manner consistent with RideServ's obligations under applicable privacy laws. Contractor shall promptly notify RideServ if at any time Contractor determines that they can no longer meet their obligations pertaining to Personal Information or applicable privacy laws. Upon notice to Contractor, RideServ may take any reasonable and appropriate steps to stop and remediate the unauthorized use of Personal Information. Upon RideServ's reasonable request, Contractor shall make available to RideServ all information in Contractor's possession necessary to demonstrate Contractor's compliance with its obligations under this Agreement and applicable privacy laws. RideServ shall have the right to monitor Contractor's compliance with this Agreement through any measures deemed appropriate by RideServ. Contractor shall allow for and contribute to audits, including inspections, conducted by RideServ or another auditor designated by RideServ.

6.   RELATIONSHIP OF PARTIES

6.1.   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 solely the relationship of

independent contracting parties. This is not an employment agreement, and 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 (including section 22).

6.2.   RideServ shall not have the right to, and shall not, control the manner or the method of accomplishing Contracted Services to be performed by Contractor. The parties acknowledge and agree that those provisions of the Agreement reserving ultimate authority in RideServ have been inserted solely for the safety of Consumers, Merchants, and other contractors using the RideServ Platform or to achieve compliance with federal, state, provincial, or local laws, regulations, and interpretations thereof.

6.3.   RideServ shall report all payments made to Contractor on a calendar year basis using an appropriate IRS Form 1099, or form required under the law of Canada, New Zealand, or Australia, respectively, if the volume of payments to Contractor qualifies for such reporting. Contractor agrees to report all such payments and any cash gratuities to the appropriate federal, provincial, and local tax authorities, as required by law. Where required by law, Contractor understands and agrees to remit all required payments to the appropriate federal, provincial, and local tax authorities.

7.   PAYMENT FOR SERVICES

7.1.   Unless a different rate of pay is negotiated or Contractor is notified otherwise by RideServ in writing or except as provided herein, Contractor will receive payment for all Contracted Services fully performed in an amount consistent with RideServ's publicly provided pay model, which can be viewed here. RideServ reserves the right to adjust or withhold all or a portion of payment owed to Contractor if RideServ reasonably believes that Contractor has defrauded or abused, or attempted to defraud or abuse, the RideServ Platform. From time to time, Contractor may be offered opportunities 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 Contractor is free to accept or reject any such opportunities to be paid at different rates.

7.2.   RideServ's online payment software may permit Consumers to add a gratuity to be paid to Contractor, and Consumers can also pay a gratuity to Contractor in cash. Contractor shall retain 100% of any gratuity paid by the Consumer to RideServ, whether by cash, credit card, or other means. RideServ acknowledges it has no right to interfere with the amount of gratuity given by the Consumer to Contractor.

7.3.   For purchases that involve Consumer or Merchant payment via the RideServ Platform, RideServ will process payments made by such Consumers or Merchants and transmit applicable payment for the Contracted Services to Contractor. Contractor can view their available payment options, and their applicable terms and eligibility restrictions, here. By electing to use Fast Pay or driverDirect, Contractor agrees to be bound by all applicable terms and conditions. Contractor is responsible for verifying the accuracy of their bank account and/or debit card information to receive timely payments. RideServ is not responsible for lost or late payments due to incorrect routing and/or account information.

7.4.   By agreeing to any separate contract with a third party to process payments owed under this Agreement to Contractor, Contractor agrees that RideServ shall discharge its payment obligations to Contractor by funding the amounts payable and directing the third-party processor to pay such funded amounts to Contractor. After RideServ funds and directs payment, any failure or refusal by the third-party processor to issue payment to Contractor shall be the responsibility of Contractor to resolve.

7.5.   From time to time, RideServ may offer Contractor cash-based Contracted Service Opportunities. The order subtotal and Contractor earnings from such cash-based Contracted Service Opportunities will be deducted from Contractor's earnings balance in the RideServ Platform, and Contractor will keep the cash provided by the Consumer or Merchant. Contractor is responsible for tracking, reporting, and paying appropriate taxes on all tips received from cash-based Contracted Service Opportunities.

7.6.   Notwithstanding the terms of sections 7.1-7.3, Consumer orders placed directly with Merchants rather than through the RideServ Platform or www.RideServ.com ("Fulfillment Orders") may be subject to a different payment model. More information regarding Fulfillment Orders may be found here. Nothing prevents the parties from negotiating a different rate of pay for a Fulfillment Order, and Contractor is free to accept or reject Fulfillment Order Contracted Service Opportunities. RideServ will pass through 100% of any gratuity it receives from the Merchant's Consumer for a Fulfillment Order to Contractor. RideServ's and/or Merchants' software may not always include an option to add gratuity for Fulfillment Orders; however, Consumers can pay a gratuity to Contractor in cash.

7.7.   From time to time, RideServ may offer various promotions or referral programs. These promotional or referral programs in no way are meant to infer an employment relationship or any other type of relationship between the parties other than that which is set forth herein. Contractor agrees that they will not manipulate or abuse any such promotion or referral programs 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 pay under relevant policies; or (c) creating multiple contractor or consumer accounts. Contractor understands that engaging in this type of manipulation or abuse constitutes a material breach of this Agreement and may lead to deactivation of their account.

8.   PAYMENT DISPUTES

8.1.   Contractor's Failure. In the event there is a Service Failure, Contractor shall not be entitled to payment as described above (as determined in RideServ's reasonable discretion). Any withholding of payment shall be based upon evidence provided by the Consumer, Merchant, Contractor, and/or any other party with information relevant to the dispute. RideServ shall make the initial determination as to whether a Service Failure was the result of Contractor's action or omission. Contractor shall have the right to challenge RideServ's determination through any legal means contemplated by this Agreement; however, Contractor shall first notify RideServ in writing at Rideservtaxico@gmail.com of the challenge and provide

RideServ the opportunity to resolve the dispute. Contractor should include any documents or other information in support of their challenge.

8.2.   RideServ's Failure. In the event RideServ fails to remit payment in a timely or accurate manner, except as provided in section 7.5, Contractor shall have the right to seek proper payment by any legal means contemplated by this Agreement and, should Contractor prevail, shall be entitled to recover reasonable costs incurred in pursuing proper payment; provided, however, Contractor shall first inform RideServ in writing at Rideservtaxico@gmail.com of the failure and provide RideServ a reasonable opportunity to cure it.

9.   EQUIPMENT AND EXPENSES

9.1.   Contractor represents that they have or will lawfully acquire all equipment, including vehicles and food thermal bags, necessary to perform Contracted Services ("Equipment"), and Contractor is solely responsible for ensuring that any vehicle used to perform Contracted Services conforms to all vehicle laws pertaining to registration, safety, equipment, inspection, and operational capability.

9.2.   Contractor agrees that they are responsible for all costs and expenses arising from their performance of Contracted Services, including, but not limited to, costs related to Contractor's Personnel (defined below) and Equipment. Typical expenses may include, but are not limited to, vehicle maintenance, gas, traffic fines or penalties, parking fees, and mobile device costs and fees (including applicable text messaging or data rates determined by Contractor's carrier). Except as otherwise required by law, Contractor assumes all risk of damage or loss to their Equipment.

10.   PERSONNEL

10.1.   In order to perform any Contracted Services, Contractor must, for the safety of the RideServ Platform, pass a background check and identity verification administered by third-party vendors, subject to Contractor's lawful consent. 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 Contractor) to perform all or some of the Contracted Services (collectively, "Personnel"), provided any such Personnel meet all the requirements applicable to Contractor including, but not limited to, entering into a written contract between Contractor and such other party, accepting the terms of this Agreement, separately completing the process to receive Contracted Service Opportunities, and being eligible to provide the Contracted Services in the applicable geographic location. To the extent Contractor utilizes their own Personnel in the performance of Contracted Services, Contractor shall be solely responsible for the direction and control of all such Personnel.

10.2.   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, holiday pay, and expenses, if any, and for all required state, provincial and federal income tax withholdings, applicable goods and services taxes (GST), insurance, duties or levies, unemployment insurance contributions, and social security taxes as to Contractor and all Contractor Personnel in the performance of Contracted Services. RideServ is not an employer or joint employer of Contractor Personnel, and shall have no responsibility for any wages, benefits, expenses, or other payments due Contractor 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 RideServ, nor shall they participate in or receive any other benefits, if any, available to RideServ's employees.

10.3.   Unless mandated by law, RideServ shall have no authority to withhold state, provincial, or federal income taxes, social security taxes, unemployment insurance taxes/contributions, or any other local, state, provincial, or federal tax on behalf of Contractor or their Personnel.

10.4.   Contractor and their Personnel shall not be required to wear a uniform or other clothing of any type bearing RideServ's name or logo.

10.5.   If Contractor uses the services of any Personnel to perform the Contracted Services, Contractor's Personnel must satisfy and comply with all of the terms of this Agreement, which Contractor must make enforceable by written agreement between Contractor and such Personnel. A copy of such written agreement must be provided to RideServ at least 7 days in advance of such Personnel performing the Contracted Services, and Contractor must notify RideServ when their Personnel will be performing Contracted Services. The parties acknowledge that the sole purpose of this requirement is to ensure Contractor's compliance with the terms of this Agreement.

11.   INSURANCE

11.1.   Contractor shall at all times during the term of this Agreement maintain current insurance in amounts and of types required by law to provide the Contracted Services and cover Contractor during performance of the Contracted Services, at their own expense. Contractor acknowledges that failure to secure or maintain satisfactory insurance coverage shall be deemed a material breach of this Agreement and grounds for termination of the Agreement and the loss of Contractor's right to receive Contracted Service Opportunities.

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

11.3.   Workers' Compensation/Occupational Accident Insurance. Contractor agrees that Contractor will maintain sufficient insurance to cover any risks or claims arising out of or related to Contractor's relationship with RideServ, including workers' compensation insurance where required by law. Contractor acknowledges and understands that, unless otherwise required by law, Contractor will not be eligible for workers' compensation benefits through RideServ and is instead responsible for maintaining their own workers' compensation insurance or

occupational accident insurance. Contractor's maintenance of their own workers' compensation insurance or occupational accident insurance will not disqualify Contractor from participating in the Occupational Accident Insurance Policy for drivers, which RideServ may make available to Contractor.

11.4. Contractor's Cooperation. For the purpose of assisting with RideServ's compliance with insurance obligations, Contractor agrees to notify RideServ and/or their carrier of any purported occurrence, dispute, incident or accident ("Event") while logged into the driver App and/or any Event that took place immediately before or after logging in or out of the driver App within 48 hours of the Event, where practicable. Contractor agrees to provide any cooperation and assistance that may be requested by a representative or agent of the applicable insurance carrier in relation to any Event while Contractor is logged into the driver App, including any investigation into the moments leading up to or immediately after the subject Event.

12.   COMMUNICATIONS

12.1.   By executing this Agreement, Contractor expressly agrees: (a) to accept and receive communications from or on behalf of RideServ and its corporate affiliates, Merchants, partners, or other third parties providing services to Contractor or to or on behalf of RideServ, including communications via email, SMS/text message, direct message, chat, calls, and push notifications to the contact information that Contractor provides in connection with Contractor's relationship or interaction with RideServ and/or its corporate affiliates, and (b) that SMS/text messages and calls (including pre-recorded/automated message calls) may be delivered to Contractor's phone or device including via an automatic telephone dialing system. The communications may include, without limitation, commercial or marketing messages; transactional or relationship messages (e.g., messages about Contracted Services, security, responses to communications initiated by Contractor, earnings for Contracted Services, updates to policies/legal agreements (e.g., privacy policies, terms of service)); newsletters; research; and customer support.

The communications may be sent regardless of whether Contractor has performed any Contracted Services (e.g., if Contractor has started but not completed signing up to be a Contractor). Contractor acknowledges that receiving commercial or marketing messages (e.g., emails, SMS/text messages, push-notifications) or calls is not a requirement or condition for Contractor to perform or engage in the Contracted Services. Message and data rates may apply and message frequency may vary. If there are changes to Contractor's contact information (e.g., email address, phone number), Contractor agrees to update Contractor's account to help prevent or limit RideServ inadvertently communicating with someone else.

12.2.   The opt-out options for communications are set out below. If Contractor opts-out of receiving communications via one channel (e.g., email, SMS/Text message) that opt-out will only apply to the specific channel for which the opt-out is submitted (e.g., if Contractor opts-out of receiving email communications, it will not apply to SMS/text messages that RideServ may send). Please see the following for more information:

a. For email communications that permit an opt-out (e.g., commercial/marketing messages), there is an opt-out mechanism in the messages. For certain transactional or relationship email messages (e.g., messages about Contracted Services, security, responses to communications initiated by Contractor, earnings for Contracted Services, updates to policies/legal agreements (e.g., privacy policies, terms of service)) the only opt-out option is to delete Contractor's account.

b. For SMS/text messages, Contractor can opt-out of receiving all non-transactional SMS/text messages (e.g., commercial/marketing messages) from RideServ by replying "STOP" to a message or sending "STOP" to 87424. To opt-out of transactional SMS/text messages, the only option is to delete Contractor's account. If Contractor opts-out, RideServ may send a one-time SMS/text message confirming the opt-out.

c. For phone calls, Contractor can submit a request to be added to RideServ's internal do not call list by making the request during the call or contacting RideServ Support at Rideservtaxico@gmail.com.

d. For promotional push notifications, Contractor can toggle or slide off these notifications in the driver App.

12.3.   For support or help, Contractor can contact RideServ Support at Rideservtaxico@gmail.com. For more information about RideServ's practices, contact information, and opt-out options, Contractor may review the RideServ Privacy Policy.

13.   INDEMNITY

13.1.   RideServ agrees to indemnify, protect and hold harmless Contractor from any and all claims, demands, damages, suits, losses, liabilities and causes of action arising directly from the failure of the driver App to perform as represented in writing or intellectual propertyIP infringement claims.

13.2.   Contractor agrees to indemnify, protect and hold harmless RideServ, 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 Contracted 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 Contractor's failure to comply with the terms of this Agreement. 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 RideServ or its parent, subsidiary, and/or affiliated companies.

13.3.   Contractor agrees to indemnify, protect and hold harmless RideServ, 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, provincial, 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, provincial, and local laws, with respect to Contractor and Contractor Personnel.

13.4. Contractor shall be responsible for, indemnify, and hold harmless RideServ, 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 Contractor's business, including, but not limited to, the expense and responsibility for any and all applicable insurance, local, state, provincial, or federal licenses, permits, taxes, and assessments of any and all regulatory agencies, boards or municipalities.

14. MUTUAL ARBITRATION PROVISION

14.1. Contractor and RideServ mutually agree to this Mutual Arbitration Provision, which is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA") and shall apply to any and all disputes arising out of or relating to this Agreement, including but not limited to Contractor's classification as an independent contractor, Contractor's provision of Contracted Services to Consumers, Merchants, or other individuals or businesses, the payments received by Contractor for providing services to Consumers, Merchants, or other individuals or businesses, the termination of this Agreement, and all other aspects of Contractor's relationship with RideServ, 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 RideServ.

14.2. This Mutual Arbitration Provision extends to disputes between Contractor and any RideServ affiliates, subsidiaries, successors, related entities, agents, employees, contractors, subcontractors, insurers, licensees, assignees, vendors, and suppliers (including but not limited to Persona, Checkr, Blue Star, Stripe, Payfare, and their affiliates) ("Related Third Parties") that arise out of or relate to this Agreement or the RideServ Platform. This Mutual Arbitration Provision is expressly intended to inure to the benefit of, and be enforceable by, the Related Third Parties. This Mutual Arbitration Provision also applies to claims brought by an association or organization of which Contractor or RideServ is a member, if the association's or organization's claims are asserted in a representative capacity, the association or organization seeks to redress harm allegedly suffered by Contractor or RideServ, or the claim would otherwise be covered by this Mutual Arbitration Provision if the claim were brought directly by Contractor or RideServ. The parties agree that upon learning of such claims brought by an association or organization, the parties must take all reasonable steps to move the dispute into arbitration, including, but not limited to (1) requesting that the party's association or organization resolve the dispute in arbitration under this Mutual Arbitration Provision, and (2) informing the relevant court or tribunal of the existence of this Mutual Arbitration Provision and requesting the court or tribunal to compel arbitration. This Mutual Arbitration Provision does not apply to any claims that cannot be arbitrated under applicable law, after accounting for FAA preemption.

14.3. The parties expressly agree that this Mutual Arbitration Provision shall be governed by the FAA even ifContractor and/or RideServ are otherwise exempted from the FAA. Any disputes regarding the FAA's application 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 Contractor has performed the majority of Contracted Services shall apply, or, if Contractor has not performed any Contracted Services, the state law governing arbitration agreements in the state in which Contractor's primary residence is located shall apply.

14.4. To the extent the parties have related arbitrable and non-arbitrable disputes, the arbitrable disputes shall proceed first in arbitration and the non-arbitrable disputes shall be stayed, and any applicable statutes of limitations tolled, pending completion of the arbitration.

14.5.   Informal Dispute Resolution. (This clause does not apply to a Contractor that resides in and provides the Contracted Services in Australia.) Contractor and RideServ agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. Contractor and RideServ therefore agree that, before either Contractor or RideServ demands arbitration against the other, they will offer to personally meet and confer, via telephone or videoconference, in a good-faith effort to resolve informally any claim covered by this Mutual Arbitration Provision. For sake of clarification only, the informal dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same informal telephonic dispute resolution conference, unless mutually agreed to by the parties. If Contractor is represented by counsel, Contractor's counsel may participate in the conference, but 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 RideServ that Contractor intends to initiate an informal dispute resolution conference, email driver.informal.resolution@RideServ.com, providing Contractor's name, the telephone number associated with Contractor's driver App account (if any), the email address associated with Contractor's driver App account, and a description of Contractor's claims. We may then send Contractor an Informal Dispute Resolution Conference Request form, which Contractor must fill out completely to initiate the informal dispute resolution conference. If RideServ intends to initiate an informal dispute resolution conference, RideServ shall do so by emailing the email address associated with Contractor's driver App account, and providing a description of RideServ's claims. 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. If the party receiving the informal dispute resolution notice declines to engage in an informal dispute resolution conference or fails to respond to the claimant's notice, then the claimant may initiate an arbitration 60 days after providing the notice. For sake of clarification only, if the party receiving the informal dispute resolution notice declines to engage in an informal dispute resolution conference or fails to respond to the claimant's notice, that shall not constitute a breach of, or failure to comply with, this provision.

14.6. The arbitrator shall dismiss any arbitration filed without fully and completely complying with these informal dispute resolution procedures. If an arbitration is dismissed because a party failed to comply with these informal dispute resolution procedures, the parties agree that the party that failed to comply with the informal dispute resolution procedures shall be responsible for paying any arbitration filing fees and costs incurred by the other party. 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. Likewise, if the party receiving the informal dispute resolution notice declines to engage in an informal dispute resolution conference or fails to respond to the claimant's notice, then the statute of limitations and any filing fee deadlines shall be tolled during the 60 day period between when the claimant provides notice and when the claimant is permitted to initiate the arbitration.

14.7.   If, following the informal resolution process, either Contractor or RideServ wishes to initiate arbitration, 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 (after accounting for any tolling, including the tolling provided for in the prior section). 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, (4) the amount in controversy, and (5) the personal signature of the party seeking arbitration. Any demand for arbitration by Contractor must be delivered to the counsel who represented RideServ in the informal resolution process, or if there was no such counsel, then to General Counsel, 303 2nd Street, South Tower, Suite 800, San Francisco, CA 94107.

14.8.   Arbitration Class Action Waiver. Contractor and RideServ 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, consolidated action, and/or representative action ("Arbitration Class Action Waiver"). If applicable law (after taking into account FAA preemption) allows parties to waive their right to bring claims pursuant to the Private Attorney General Act ("PAGA"), California Labor Code section 2699 et seq., or the right to seek a public injunction, then the parties mutually agree to waive their right to bring PAGA claims and claims for public injunctive relief under this Arbitration Class Action Waiver. Contractor and RideServ agree that all disputes and claims shall be resolved in arbitration on an individual basis only (i.e., whether Contractor has been personally aggrieved or subject to any violations of law), and that any such proceeding may not be used to resolve the claims or rights of other individuals (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law). Further, any dispute or claim belonging to a party, for the benefit of a party, or seeking relief owed to a party brought by anyone (including but not limited to claims by government entities or officials for restitution) shall be resolved in arbitration on an individual basis only. If any provision, portion, or application of this Arbitration Class Action Waiver is found to be unenforceable or unlawful for any reason, (1) the unenforceable provision, portion, or application shall be severed from this agreement; (2) severance of the unenforceable provision, portion, or application shall have no impact on the Mutual Arbitration Provision (including the provision, portion, or application of the Arbitration Class Action Waiver that remains valid) or the parties' attempt to arbitrate any remaining claims on an individual basis under the Mutual Arbitration Provision (including the provision, portion, or application of the Arbitration Class Action Waiver that remains valid); and (3) the class, collective, consolidated, or representative action brought on behalf of other individuals must be litigated in a civil court of competent jurisdiction and not in arbitration (but stayed pending the completion of arbitration of any arbitrable disputes per paragraph 14.4 above). The parties intend that this agreement achieve the same result as in Viking River Cruises, Inc. v. Moriana, 142 S. Ct. 1906, 1925 (2022)—i.e., that individual PAGA claims be decided in individual arbitration and that, to the extent the Arbitration Class Action Waiver is invalid in whole or in part, non-individual PAGA claims subsequently be decided by a court of competent

jurisdiction (to the extent the plaintiff has standing to maintain such a claim). Nothing in this paragraph shall be construed to prohibit settlements on a class-wide, collective, and/or representative basis.

14.9 Notwithstanding any other clause contained in this Agreement or the NAM Rules, as defined below, any claim that all or part of the 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. 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.

14.10.   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 RideServ or any Consumer or Merchant and that any disputes in this regard shall be subject to arbitration as provided in this Agreement.

14.11.   Any arbitration shall be governed by the National Arbitration and Mediation ("NAM") Comprehensive Rules and Procedures and, when applicable, the NAM Supplemental Rules for Mass Arbitration Filings (together, the "NAM Rules"), except as follows:

a. The arbitration shall be heard by one arbitrator (the "Arbitrator") selected in accordance with the NAM Rules. The Arbitrator shall be an attorney with experience in the law underlying the dispute. Nothing in this Agreement or the NAM Rules is intended to override or displace any statutory rights to disqualify an arbitrator.

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

c. NAM's fee schedule will apply with the following exceptions. Unless applicable law provides otherwise, RideServ and Contractor shall equally share filing fees and other similar and usual administrative costs, as are common to both court and administrative proceedings, but Contractor's 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. If required by applicable law, RideServ shall pay any costs uniquely associated with arbitration, such as payment of the fees of the Arbitrator, as well as room rental.

d. The Arbitrator may issue orders (including subpoenas to third parties, to the extent permitted by law) 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. For example, the parties agree that the Apex Doctrine shall apply and therefore preclude depositions of either party's current or former high-level officers absent a showing that the officer has unique, personal knowledge of discoverable information and less burdensome discovery methods have been exhausted.

e. 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 applicable state or federal substantive law, or both, as is applicable.

f.   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.

g. The Arbitrator's decision or award shall be in writing and shall include findings of fact and conclusions of law.

h. 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.

i. The award shall be binding only among the parties to the arbitration and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. The Arbitrator's decision is final and binding on Contractor and RideServ.

j. Either Contractor or RideServ 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.

14.12. Mass Filing and Bellwether Protocols (please read this section carefully). If, at any time, 25 or more similar demands for arbitration are asserted against either party or their related parties by the same or coordinated counsel or entities ("Mass Filing"), the additional protocols set forth below shall apply:

a. NAM's Supplemental Rules for Mass Arbitration Filings shall apply if the parties' dispute is deemed by NAM, in its sole discretion pursuant to the NAM Rules and this Mutual Arbitration Provision, to be part of a Mass Filing.

b. Within five (5) business days of being notified by NAM that arbitration demand(s) have been filed, any party may file a Request for Appointment of a Procedural Arbitrator with NAM to determine (i) whether a particular demand(s) is/are part of the Mass Filing as defined by the NAM Rules, procedures or requirements based on that determination and/or (ii) if a demand(s) is/are categorized as part of the Mass Filing, whether the particular demand(s) was/were filed in accordance with the terms and conditions of this Mutual Arbitration Provision, including in accordance with the informal dispute resolution procedures described above.

c. Any Mass Filing shall be subject to a bellwether proceeding intended to reach a fair and speedy resolution of all claims included in the Mass Filing. In any Mass Filing, NAM shall randomly select 4 demands for arbitration to proceed, and then claimants and respondents shall each select 3 demands for arbitration to proceed, for a total of 10 arbitrations (the "Bellwether Arbitrations"). While the Bellwether Arbitrations are adjudicated, all other demands for arbitration that are part of the

Mass Filing shall be held in abeyance and stayed, and no party shall be responsible for paying any administrator or arbitrator fees (other than NAM's initial filing/administrative fees, and Procedural Arbitrator fees, if applicable) while the Bellwether Arbitrations are adjudicated. Any applicable statute of limitations regarding those demands shall remain tolled beginning when the Mass Filing claimant first provided the other party with notice of its intent to initiate an informal dispute resolution conference, as defined above.

d. The parties shall work in good faith with the arbitrator to complete each Bellwether Arbitration within 120 days of its initial pre-hearing conference.

e. Following the resolution of all of the Bellwether Arbitrations, the parties shall engage in a global mediation of all remaining demands for arbitration comprising the Mass Filing. The mediation shall be administered by NAM.

f.   If the parties are unable to resolve the remaining demands for arbitration comprising the Mass Filing within 30 days following the mediation, the remaining demands for arbitration comprising the Mass Filing shall be administered by NAM on an individual basis pursuant to the NAM Rules.

g. The parties agree that these bellwether proceeding protocols are designed to achieve an overall faster, more efficient, and less costly mechanism for resolving Mass Filings, including the claims of Contractors who are not selected for a Bellwether Arbitration.

h. If any part of this Paragraph 7 is found to be unenforceable, then the parties agree that that part shall be severed, and the remaining parts shall be enforced.

14.13.   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. 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. RideServ will not retaliate against Contractor for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under section 7 of the National Labor Relations Act. Disputes between the parties that, after taking into account FAA preemption, may not be subject to predispute 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.

14.14.   The NAM Rules may be found at www.namadr.com/ or by searching for "NAM Comprehensive Rules and Procedures" and "NAM Supplemental Rules for Mass Arbitration Filings" using a service such as www.google.com or by asking RideServ's General Counsel to provide a copy (by submitting a written request to General Counsel, 303 2nd Street, Suite 800, San Francisco, CA, 94107).

14.15.   Contractor's Right to Opt Out of Mutual Arbitration Provision. Arbitration is not a mandatory condition of Contractor's contractual relationship with RideServ, and therefore each new Contractor may submit a statement notifying RideServ that Contractor wishes to opt out and not be subject to this Mutual Arbitration Provision. If you are an existing Contractor and have agreed to a prior version of this Agreement with RideServ without opting out of the Mutual Arbitration Provision contained therein, you do not have an opportunity to opt out of this Mutual Arbitration Provision. If you are an existing Contractor and have validly opted out of the Mutual Arbitration Provision in a prior version of the Agreement, that opt out will not be effective for disputes arising under this Agreement; if you want to opt out of arbitration for claims arising under this Agreement, you must submit a new opt out to RideServ. In order to opt out, a new Contractor (or an existing Contractor that validly opted out of arbitration in a prior version of the Agreement) must notify RideServ in writing of Contractor's intention to opt out by sending a letter, by First Class Mail, to General Counsel, 303 2nd Street, South Tower, Suite 800, San Francisco, CA 94107. Any attempt to opt out by email will be ineffective. The letter must state Contractor's intention to opt out. In order to be effective, Contractor's opt-out letter must be postmarked within 30 days of the effective date of this Agreement. The letter must be signed by Contractor themselves, and not by any agent or representative of Contractor. The letter may opt out, at most, only one

Contractor, and letters that purport to opt out multiple Contractors will not be effective as to any. No Contractor (or their agent or representative) may effectuate an opt out on behalf of other Contractors. If Contractor opts out as provided in this paragraph, Contractor will not be subject to any adverse action from RideServ as a consequence of that decision and they may pursue available legal remedies without regard to this Mutual Arbitration Provision. If Contractor does not opt out within 30 days of the effective date of this Agreement, Contractor and RideServ shall be deemed to have agreed to this Mutual Arbitration Provision. Contractor has the right to consult with counsel of Contractor's choice concerning this Mutual Arbitration Provision (or any other provision of this Agreement).

14.16.   Except as specified in the prior paragraph, this Mutual Arbitration Provision supersedes any and all prior arbitration agreements between Contractor and RideServ 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.

15.   LITIGATION CLASS ACTION WAIVER

(This clause does not apply to a Contractor that resides in and provides the Contracted Services in Australia.) To the extent allowed by applicable law, separate and apart from the Mutual Arbitration Provision found in section 14, 25.1, 25.2, or 25.3, as applicable, Contractor and RideServ agree 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 the parties agree 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 or RideServ acts or proposes to act in a representative capacity ("Litigation Class Action Waiver"). Contractor and RideServ further agree 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. For sake of clarification only, nothing in this section shall be construed to prohibit settlements on a class-wide, collective, and/or representative basis.

16.   PROPRIETARY RIGHTS AND LICENSES

16.1.   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 nature in the RideServ Platform, together with the underlying software code and any and all rights in, or derived from, the RideServ Platform, are proprietary and owned either directly by RideServ or by RideServ's licensors and are protected by applicable intellectual property and other laws. Contractor agrees that they will not use such proprietary information, materials, or intellectual property rights in any way whatsoever except for by use of the RideServ Platform to perform the Contracted Services in compliance with the terms of this Agreement. No portion of the RideServ Platform may be reproduced in any form or by any means, except as expressly permitted in the terms of this Agreement. Contractor agrees not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the RideServ Platform or any intellectual property rights therein in any manner, and Contractor shall not exploit the RideServ Platform or any intellectual property rights therein in any unauthorized way whatsoever.

16.2.   RideServ hereby grants Contractor a non-exclusive, non-transferable, non-sublicensable, revocable license to use the RideServ Platform solely for their lawful use to perform the Contracted Services in accordance with these terms of this Agreement. RideServ retains all rights, title, and interest in and to the RideServ Platform and its other intellectual property rights therein. Any such license shall terminate upon termination of this Agreement.

16.3.   Contractor acknowledges and agrees that any questions, comments, suggestions, ideas, feedback or other information ("Submissions") provided by Contractor to RideServ regarding the RideServ Platform are provided freely and shall become the sole property of RideServ. RideServ shall own exclusive rights of such Submissions, including all intellectual property rights 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 Contractor.

17.   LEGAL PROCESSES AFFECTING DASHER APP ACCOUNTS

17.1.   If legal action such as a garnishment, levy or other state, provincial, or federal legal process ("Legal Process") is brought against Contractor's driver App account, RideServ will not contest on Contractor's behalf any such Legal Process and may take action to comply with such Legal Process as RideServ determines to be appropriate in the circumstances without liability to Contractor. Contractor agrees that RideServ may honor Legal Process that is served personally, by mail, email or facsimile transmission at any RideServ facility or at the office of any agent authorized by appointment or by law to receive service on behalf of RideServ, even if such service is insufficient under law.

17.2.   If Legal Process is brought against Contractor's driver App account, RideServ may prohibit Contractor from utilizing payment options other than weekly direct deposits (e.g., prohibiting use of Fast Pay, driverDirect or other payment alternatives that RideServ may offer to Contractor). Contractor shall be liable to RideServ for any amounts received by Contractor through payment options other than weekly direct deposit that otherwise would have been withheld pursuant to such Legal Process, and RideServ may recoup or offset such amounts from any obligation owed by RideServ to Contractor.

17.3.   Contractor acknowledges that Legal Process against Contractor's driver App account may result in delays in payments to Contractor. RideServ shall not be liable to Contractor on account of any losses resulting from such delay.

18.   TERMINATION OF AGREEMENT

18.1.   Contractor may terminate this Agreement at any time, for any reason or no reason, upon written notice to RideServ, provided that, in order to allow RideServ reasonable time to process such termination, Contractor's notice will not be effective until the earlier of (i) seven (7) days following RideServ's receipt of said notice or (ii) deactivation of Contractor's driver App account. RideServ may terminate this Agreement and deactivate Contractor's driver App account only for the reasons set forth in the RideServ Service Provider Platform Access Policy which Contractor expressly agrees to, or for a material breach of this Agreement. Notwithstanding the foregoing, RideServ reserves the right to temporarily remove access to the RideServ Platform for the purposes of timely investigation where fraud or abuse is suspected, including circumvention of compliance with Legal Process, or when deemed necessary by RideServ to protect the safety and security of RideServ users.

18.2.   Notwithstanding any other provision in this Agreement, RideServ reserves the right to modify the Service Provider Platform Access Policy if, in RideServ's good faith and reasonable discretion, it is necessary to do so for the safe and/or effective operation of the RideServ Platform. RideServ shall provide notice of any material changes to Contractor via email. Changes to the Service Provider Platform Access Policy shall be effective and binding on the parties upon Contractor's continued use of the RideServ Platform following RideServ's email notice of such modifications. Nothing will prevent Contractor from attempting to negotiate an exemption from any modification to the Service Provider Platform Access Policy.

18.3.   Contractor's and RideServ's obligations and rights arising under the Mutual Arbitration Provision of this Agreement (in section 14, 25.1, 25.2, or 25.3, as applicable) shall survive termination of this Agreement.

19.   MODIFICATION

RideServ may modify this Agreement at any time. When RideServ makes material changes to this Agreement, it will post the revised Agreement on the RideServ Platform and update the "Last Updated" date at the top of the Agreement. RideServ will also provide Contractor with notice of any material changes before the revised Agreement becomes effective. If Contractor disagrees with the revised Agreement, Contractor may terminate the Agreement as provided herein. If Contractor does not terminate the Agreement before the date the revised Agreement becomes effective, Contractor's continued access to or use of the RideServ Platform will constitute acceptance of the revised Agreement. RideServ may modify information on any website hyperlinked from this Agreement from time to time, and such modifications shall be effective upon posting. Continued use of the RideServ Platform after any such changes shall constitute Contractor's consent to such changes.

20.   ENTIRE AGREEMENT, TRANSFERABILITY, AND WAIVER

20.1.   This Agreement shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and shall not be modified, altered, changed or amended in any respect, unless in writing and signed by both parties, or unless RideServ modifies the Agreement pursuant to section 19. Before accepting any modifications, alterations, changes or amendments, Contractor shall have the right to discuss any proposed changes with RideServ and consider whether to continue their contractual relationship with RideServ. This Agreement supersedes any prior contract between the parties. To the extent RideServ's consumer-facing Terms and Conditions Agreement (or updated consumer-facing Terms and Conditions Agreement, if applicable) is inconsistent or conflicts with this Agreement, this Agreement controls. However, the decision to opt-out of the Mutual Arbitration Provision in this Agreement (in section 14, 25.1, 25.2, or 25.3, as applicable) does not affect the enforceability of any arbitration agreement in the consumer-facing Terms and Conditions Agreement to which Contractor may be bound (and vice versa). This Agreement may not be assigned by either party without written consent of the other and shall be binding upon the parties hereto, including their heirs and successors, provided, however, that RideServ may assign its rights and obligations under this Agreement to an

affiliate of RideServ or any successor(s) to its business and/or purchaser of substantially all of its stock or assets. References in this Agreement to RideServ shall be deemed to include such successor(s).

20.2. The failure of RideServ or Contractor in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option herein, shall not be construed as a waiver or relinquishment of such term or option and such term or option shall continue in full force and effect.

21. THIRD-PARTY SERVICES

21.1. From time to time, Contractor may receive services from third parties while using the RideServ Platform. Contractor understands that these services are subject to the terms and conditions of each such third-party provider. Contractor agrees that RideServ is not responsible and may not be held liable for these services or the actions or omissions of any third-party provider.

21.2. ADT Services: This Agreement incorporates by reference the ADT Services Agreement. By using the services in the SafeDash Toolkit on the RideServ Platform, where available, Contractor agrees that ADT's terms of service will apply to this usage. Contractor further agrees that in the event of a conflict between the terms of the ADT Services Agreement and this Agreement, the terms of this Agreement shall control with respect to RideServ and Contractor's agreements with RideServ herein. The dispute resolution and Mutual Arbitration Provisions in section 14, 25.1, 25.2, or 25.3, as applicable, shall apply instead of any terms in the ADT Services Agreement for all purposes except with respect to claims that are solely against ADT.

21.3. Stripe Services: This Agreement incorporates by reference the Stripe Services Agreement. By receiving payment from or through the RideServ Platform via Stripe, Contractor agrees to be bound by the Stripe Services Agreement. Contractor further agrees that in the event of a conflict between the terms of the Stripe Services Agreement and this Agreement, the terms of this Agreement shall control with respect to RideServ and Contractor's agreements with RideServ herein.

The dispute resolution and Mutual Arbitration Provisions in section 14, 25.1, 25.2, or 25.3, as applicable, shall apply instead of any terms in the Stripe Services Agreement for all purposes except with respect to claims that are solely against Stripe.

21.4.   Google Maps: While using the driver App to perform Contracted Services, Contractor may have the ability to use Google Maps in-app navigation services. If Contractor does so, Contractor agree that Google may collect Contractor's location data when the driver App is running in order to provide and improve Google's services, that such data may also be shared with RideServ in order to improve its operations, and that Google's terms and privacy policy will apply to this usage. Contractor can also use any other navigation app outside the RideServ Platform or none at all.

22.   E-SIGN CONSENT AGREEMENT

This RideServ E-Sign Consent Agreement ("E-Sign Agreement") allows us to provide you with electronic versions of notices, disclosures and other communications in connection with the services we offer and agreements we enter into with you. In this E-Sign Agreement, the words "you" and "your" mean any person giving consent to our use of electronic Disclosures and signatures as described below. The words "RideServ," "we," "us," and "our," mean RideServ, Inc. its affiliates, successors, assigns, and any designated third-party service providers acting on their behalf.

22.1.   Scope of E-Sign Agreement. This E-Sign Agreement applies to all agreements, policies, terms, notices, authorizations, receipts, confirmations, statements, account histories, disclosures and any other communication (each, a "Disclosure") that we are required by law to provide to you in connection with any products, services, transactions, or agreements we offer or enter into with you now or in the future (collectively, the "Services").

22.2.   Consent to Receive Disclosures Electronically. By consenting to this E-Sign Agreement, you agree to the following:

a. RideServ may provide any or all Disclosures to you electronically in any manner, including, but not limited to, via our website, any RideServ app, a hyperlink provided on the RideServ website or app, a push notification, an email to the email address you provided to us, or a text message to the mobile telephone number you provided to us.

b. RideServ may, but is not required to, notify you via email, text message or push notification when aDisclosure is available. The Disclosures will be provided to you in a format that can either be retained, printed or downloaded for your records.

c. Your electronic signature has the same effect as if you signed in ink.

d. Disclosures we provide to you electronically will have the same meaning and effect as if provided in paper form, regardless of whether you actually view those Disclosures.

e. RideServ reserves the right to decide whether to provide a Disclosure electronically and whether to request your electronic signature for any Disclosure.

f.   You have reviewed this E-Sign Agreement and verified that you can print or save a copy of it with your records.

22.3.   System Requirements. You acknowledge and agree that, in order to view and/or retain copies of the Disclosures, you will need the following hardware and software:

a. A personal computer or other access device (such as a mobile phone) that is capable of accessing the internet (e.g., you must have a modem and available phone line, a cable internet connection or some other means of access to the internet, and you must have an active account with an internet service provider). Your access to this page verifies that your system meets these requirements.

b. You must have an Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a minimum web browser version of either Microsoft® Internet Explorer version 9, Mozilla Firefox 21, Google Chrome 27+,or Safari on Mac OS X 10.8 and your system must have 128-bit SSL encryption

software. Your access to this page verifies that your browser and encryption software meet these requirements.

c. A current version of a PDF reader.

d. An active email address.

We will notify you if our hardware or software requirements change and whether any change creates a material risk that you would not be able to access or retain your electronic Disclosures. By continuing to use the Services after receiving any notice of a hardware or software requirements change you are reaffirming your consent to electronic Disclosures.

22.4.   Revocation of Electronic Record Consent. You may revoke your consent to the use of electronic Disclosures by emailing RideServ at privacy@RideServ.com with "Revoke Electronic Record Consent" in the subject line. The legal effectiveness, validity and/or enforceability of electronic Disclosures we sent before your consent will not be affected by your revocation. If you revoke your consent, RideServ may close or limit access to your RideServ account and any or all Services.

22.5.   Paper Copies. You agree that RideServ may modify or change the methods of issuing Disclosures as described herein, and that RideServ may send you Disclosures in paper form at its option. You can obtain a paper copy of an electronic Disclosure at no charge if you request one within a reasonable time after we first provided the electronic Disclosure to you. To request a paper copy of a Disclosure, contact driver Support at Rideservtaxico@gmail.com.

22.6.   Updating Your Information. It is your responsibility to provide RideServ with a true and accurate primary email address, phone number, and other contact information. It is also your responsibility to notify RideServ of any changes to your primary email address, phone number, or any other contact information so that RideServ can communicate with you electronically. To update your information, contact driver Support at Rideservtaxico@gmail.com.

22.7.   Acceptance. By accepting this E-Sign Agreement, you agree that you have read and consent to the terms set forth herein. In doing so, you are also confirming

that you meet the system requirements described above, that you have demonstrated your ability to receive, retain, and view electronic Disclosures. If you do not provide your consent to this E-Sign Agreement, we may immediately close or limit access to your RideServ account and any or all Services.

23.   MISCELLANEOUS

23.1.   Captions Section Headings. Captions and section headings appearing in this Agreement are for convenience only and do not in any way limit, amplify, modify, or otherwise affect the terms and provisions of this Agreement.

23.2.   Severability Clause. Except as specifically provided in section 14, if any part of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect.

23.3.   Governing Law. Except for the Mutual Arbitration Provision in section 14, 25.1, 25.2, or 25.3, as applicable, which, with respect to section 14, is governed by the Federal Arbitration Act, the choice of law for interpretation of this Agreement, and the right of the parties hereunder, as well as substantive interpretation of claims asserted pursuant to section 14, 25.1, 25.2, or 25.3, as applicable, shall be the rules of law of the state, territory, or province in which Contractor has performed the majority of Contracted Services, or, if Contractor has not performed any Contracted Services, the rules of law of the state, territory, or province in which Contractor's primary residence is located.

23.4.   Forum Selection. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both Contractor and RideServ agree that such litigation will be conducted exclusively in the state, territory, or province in which Contractor has performed the majority of Contracted Services, or, if Contractor has not performed any Contracted Services, the state, territory, or province in which Contractor's primary residence is located. This provision applies to any and all claims or disputes arising out of or relating to the subject matter of this Agreement; the RideServ Platform or services; any Contracted Services or activities incidental to Contracted Services; payments related to this Agreement;

and communications by either of the parties or between the parties related to any of the foregoing. This includes, without limitation, contract claims, tort claims, statutory claims, claims for unfair competition, and claims brought under labor or employment law.

23.5. Notice and Opportunity to Cure. Contractor agrees to notify RideServ in writing at Rideservtaxico@gmail.com of any breach or perceived breach of this Agreement, of any claim arising out of or related to this Agreement, or of any claim that Contractor's services or scope of work differ in any way from what is contemplated in this Agreement, including but not limited to the terms in sections 2 (Contractor's Operations) and 3 (Contracted Services), or if the relationship of the parties differs from the terms contemplated in section VI (Relationship of Parties).

24.   DOORDASH CONTRACTING ENTITY

The RideServ entity with whom you are entering this Agreement is as follows:

a. If your primary residence is in Canada, you are contracting with RideServ Technologies Canada, Inc. and all references to "RideServ" in this Agreement refer to that entity.

b. If your primary residence is in Australia, "RideServ" means RideServ Technologies Australia Pty Ltd. and all references to "RideServ" in this Agreement refer to that entity.

c. If your primary residence is in New Zealand, "RideServ" means RideServ Technologies New Zealand and all references to "RideServ" in this Agreement refer to that entity.

d. If your primary residence is in Puerto Rico, "RideServ" means RideServ Technologies Puerto Rico, LLC and all references to "RideServ" in this Agreement refer to that entity.

e. If your primary residence is anywhere other than Canada, Australia, New Zealand, or Puerto Rico, "RideServ" means RideServ, Inc. and all references to "RideServ" in this Agreement refer to that entity.

25.   LOCATION-SPECIFIC PROVISIONS

If the Contracted Services are performed in any of the following locations, the following additional terms apply. To the extent that any of the terms in this section 25 conflict with other terms elsewhere in this Agreement, the terms of this section 25 shall take precedence and control:

25.1.   Canada. If the Contracted Services are performed in Canada:

a. Section 9, above, shall include the following: Contractor agrees that it shall have no right of approval and no claim to additional compensation or benefit, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) with respect to RideServ's use of the Content as provided herein.

b. In lieu of section 14 above, the following Mutual Arbitration Provision shall apply:

1. Contractor and RideServ mutually agree to this arbitration agreement, which is governed by the applicable arbitration statute in the province in which Contractor performs the majority of the services covered by this Agreement (the "Applicable Provincial Arbitration Statute") and shall apply to any and all claims arising out of or relating to this Agreement, Contractor's classification as an independent contractor, Contractor's provision of Contracted Services to Consumers, Merchants, or other individuals or businesses, the payments received by Contractor for providing services to Consumers, Merchants, or other individuals or businesses, the termination of this Agreement, and all other aspects of Contractor's relationship with RideServ, past, present or future, whether arising under federal, provincial or local statutory and/or common law, including without limitation harassment, discrimination or retaliation claims and human rights claims, claims relating to wage and hour laws, provincial and local statutes or regulations addressing the same or similar subject matters, and all other federal, provincial or local claims arising out of

or relating to Contractor's relationship or the termination of that relationship with RideServ. This Mutual Arbitration Provision extends to disputes between Contractor and any RideServ affiliates, subsidiaries, successors, agents, and employees that arise out of or relate to this Agreement. The parties expressly agree that this Agreement shall be governed by the Applicable Provincial Arbitration Statute even in the event Contractor and/or RideServ are otherwise exempted from the Applicable Provincial Arbitration Statute. Any disputes in this regard shall be resolved exclusively by an arbitrator, except as explicitly set out below in section 25.1.b.9.

2. This Mutual Arbitration Provision is governed by the ADR Institute of Canada, Inc. ADRIC Arbitration Rules ("ADRIC Rules"), as applicable, in all respects except as otherwise expressly agreed herein. Before a party may begin an arbitration proceeding, that party must send notice of an intent to initiate arbitration. If this notice is being sent to RideServ, it must be sent by email to General Counsel, at canada-arbitration@RideServ.com. Arbitration demands filed with ADRIC shall be submitted in accordance with the ADRIC Rules (https://adric.ca/case-administration-services/) and must include: (i) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration; (ii) a statement of the legal claims being asserted and the factual bases of those claims; (iii) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy (any request for injunctive relief or attorneys' fees shall not count toward the calculation of the amount in controversy unless such injunctive relief seeks the payment of money); and (iv) the signature of the party seeking arbitration.

3. Contractor and RideServ agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. Contractor and RideServ therefore agree that, before either Contractor or RideServ 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 Provision. For sake of clarification only, the informal dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration; multiple individuals initiating claims cannot participate in the same

informal telephonic dispute resolution conference, unless mutually agreed to by the parties. If Contractor is represented by counsel, Contractor's counsel may participate in the conference, but Contractor shall also be present throughout, and 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 RideServ that Contractor intends to initiate an informal dispute resolution conference, email driver.informal.resolution@RideServ.com, providing Contractor's name, the telephone number associated with Contractor's driver account (if any), the email address associated with Contractor's driver account, and a description of Contractor's claims. We will then send you an Informal Dispute Resolution Conference Request form, which you must fill out completely to initiate the informal dispute resolution conference. If RideServ intends to initiate an informal dispute resolution conference, RideServ shall do so by emailing the email address associated with Contractor's driver account, and providing a description of RideServ's claims. 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, and the arbitrator shall dismiss any arbitration filed without fully and completely complying with these informal dispute resolution procedures. If an arbitration is dismissed because a party failed to comply with these informal dispute resolution procedures, the parties agree that the party that failed to comply with the informal dispute resolution procedures shall be responsible for paying any arbitration filing fees and costs incurred by the other party. 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.

4. Notwithstanding anything to the contrary in the ADRIC Rules, the arbitration shall be heard by a single Arbitrator (selected in accordance with the ADRIC Rules), who shall be a lawyer or former judge. The seat of the arbitration shall be the capital city of the province in which Contractor performs the majority of the services covered by this Agreement as of the effective date of this Agreement.

However, at Contractor's request, the arbitration hearing may take place at a location that is within 45 kilometers of Contractor's primary residence as of the effective date of this Agreement. The parties agree that the arbitration may proceed virtually, and the arbitrator has the discretion to order a virtual arbitration at the request of either party. Unless applicable law provides otherwise, Contractor and RideServ shall jointly pay (i.e., pay equal shares) the applicable filing fees and other similar and usual administrative costs, as are common to both court and administrative proceedings. RideServ shall pay any additional costs uniquely associated with arbitration, such as payment of the costs of ADRIC and the Arbitrator, as well as room rental or technical assistance required to support a virtual arbitration. The current fee schedule under the ADRIC Rules is available at the following link: https://adric.ca/case-administration-services/. If ADRIC is not available to arbitrate, the parties will mutually select an alternative arbitral forum.

5. In the Notice of Request to Arbitrate, the requesting party shall name three individuals whom the requesting party is prepared to appoint as Arbitrator. Within 10 days of the receipt of the Notice of Request to Arbitrate, the responding party shall respond by email agreeing to the appointment of one of the three individuals named by the requesting party or providing the requesting party with a list of three other proposed arbitrators. Within 10 days of receipt of the responding party's list, the party requesting arbitration shall respond by email agreeing to the appointment of one of such individuals, or provide a further list of three proposed arbitrators. The parties shall continue to exchange lists of three proposed arbitrators in this fashion until the Arbitrator is appointed. If the arbitrator is not appointed within 30 days of the date of the Notice of Request to Arbitrate, either Party may provide copies of the exchanged lists to ADR Institute of Canada, Inc. which shall appoint the Arbitrator by selecting an Arbitrator from the lists exchanged between the parties.

6. The Arbitrator, and not any federal or provincial court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Mutual Arbitration Provision including, but not limited to any claim that all or any part of this Mutual Arbitration Provision is void or voidable. 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. The arbitration will

decide the rights and liabilities, if any, of Contractor and RideServ. Except as expressly agreed by the parties or as otherwise expressly provided herein, the arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The parties agree that the Arbitrator's powers include the following:

i. The Arbitrator may issue orders (including subpoenas to third parties) allowing the parties to conduct discovery (including oral 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.

ii. 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 substantive law of the province in which Contractor performs the majority of the services covered by this Agreement and the laws of Canada applicable in that province, as applicable.

iii. The Arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the applicable rules of civil procedure governing such motions in the province in which Contractor performs the majority of the services covered by this Agreement.

iv. The Arbitrator's decision or award shall be in writing with findings of fact and conclusions of law. Contractor and RideServ agree that the arbitration and any corresponding rulings or decisions shall be kept strictly confidential.

v. 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.

vi. Either Contractor or RideServ 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.

7. The award shall be binding only among the parties to the arbitration and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. The Arbitrator's decision is final and binding on Contractor and RideServ.

8. Arbitration Class Action Waiver. Contractor and RideServ 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, 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 ADRIC 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 (i) the dispute is filed as a class, collective, or representative action and (ii) 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 shall be determined exclusively by an arbitrator, and not by any court.

9. 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 RideServ or its customers and that any disputes in this regard shall be subject to arbitration as provided in this agreement.

10. Notwithstanding anything to the contrary in this Mutual Arbitration Provision, nothing in this Mutual Arbitration Provision prevents Contractor from making a report to or filing a claim, application or charge with the applicable governmental or administrative agency or tribunal, including, as applicable, the applicable Ministry of Labour, human rights commission or tribunal, and labour relations board (cumulatively, "administrative agencies") if the terms of applicable legislation entitle Contractor to do so and preclude exclusive pre-dispute recourse to arbitration. This Mutual Arbitration Provision also does not prevent federal, provincial or local 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, if the terms of applicable legislation preclude exclusive pre-dispute recourse to arbitration. Nothing in this Mutual Arbitration Provision prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable legislation before bringing a claim in arbitration. RideServ will not retaliate against Contractor for filing a claim with an administrative agency. Disputes between the parties that may not be subject to pre-dispute arbitration agreement, including as provided by applicable legislation, are excluded from the coverage of this Mutual Arbitration Provision.

11. New Contractor's Right to Opt Out of Mutual Arbitration Provision. Arbitration is not a mandatory condition of Contractor's contractual relationship with RideServ, and therefore each new Contractor may submit a statement notifying RideServ that Contractor wishes to opt out and not be subject to this Mutual Arbitration Provision. Existing Contractors who have agreed to a prior version of this Agreement with RideServ without opting out of the Mutual Arbitration Provision contained therein do not have an opportunity to opt out of this Mutual Arbitration Provision. If you are an existing Contractor and have validly opted out of the Mutual Arbitration Provision in a prior version of the Agreement, that opt out will not be effective for disputes arising under this Agreement; if you want to opt out of arbitration for claims arising under this Agreement, you must submit a new opt out to RideServIn order to opt out, a new Contractor (or an existing Contractor that validly opted out of arbitration in a prior version of the Agreement) must notify RideServ in writing of Contractor's intention to opt out by sending a letter, by First Class Mail, to RideServ, Inc., Re: Opt Out, 176 Yonge St, Toronto, ON M5B 1M4. Any attempt to opt out by email will

be ineffective. The letter must state Contractor's intention to opt out. In order to be effective, Contractor's opt out letter must be postmarked within 30 days of the effective date of this Agreement. The letter must be signed by Contractor himself/herself, and not by any agent or representative of Contractor. The letter may opt out, at most, only one Contractor, and letters that purport to opt out multiple Contractors will not be effective as to any. No Contractor (or his or her agent or representative) may effectuate an opt out on behalf of other Contractors. If Contractor opts out as provided in this paragraph, Contractor will not be subject to any adverse action from RideServ as a consequence of that decision and he/she may pursue available legal remedies without regard to this Mutual Arbitration Provision. If Contractor does not opt out within 30 days of the effective date of this Agreement, Contractor and RideServ shall be deemed to have agreed to this Mutual Arbitration Provision. Contractor has the right to consult with counsel of Contractor's choice concerning this Mutual Arbitration Provision (or any other provision of this Agreement).

12. Except as specified in the prior paragraph, this Mutual Arbitration Provision supersedes any and all prior arbitration agreements between Contractor and RideServ 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.

25.2.   Australia. If the Contracted Services are performed in Australia:

a. Section 4, above, shall include the following: Where RideServ pays for the creation of Content or facilitates its creation, RideServ may own that Content, in which case supplemental terms or disclosures will say that. "Applicable law," as used in section 4, includes the Copyright Act 1968 (Cth).

b. Section 10, above, shall include the following:

1. Contractor assumes full and sole responsibility for the payment of all amounts due to its Personnel for work performed in relation to this Agreement, including (but not limited to) all remuneration, wages, benefits salary, allowances, overtime,

penalty rates, expenses, if any, superannuation and for all required Taxes (as defined below) as to Contractor and all Personnel employed by Contractor in the performance of Contracted Services under this Agreement. RideServ is not an employer or joint employer of Contractor's Personnel, and shall have no responsibility for any salary, allowances, overtime, penalty rates, wages, benefits, expenses, superannuation or other payments due Contractor's Personnel, nor for any Taxes, superannuation or workers compensation insurance relating to Contractor or its Personnel. Neither Contractor nor its Personnel shall receive any wages, or any other employment related entitlement from RideServ, nor shall they participate in or receive any other benefits, if any, available to RideServ's employees.

2. "Taxes" means any tax, levy, charge, franchise, impost, duty, fee, rate, deduction, or withholding, which is assessed, levied, imposed or collected by any government agency or department and includes capital gains tax, fringe benefits tax, income tax, value added tax, goods and services tax, sales or use tax, training guarantee levy, profits tax, undistributed profits tax, payroll or employment tax, group tax, PAYG or PAYG withholding tax, excise, municipal rates, and any interest, fine, penalty, charge, fee or any other amount imposed on or in respect of any of the terms above.

c. In lieu of section 14 above, the following Mutual Arbitration Provision shall apply:

1. If any claims, disputes or controversies arise between Contractor and RideServ (or any of its related entities) out of, in relation to or in connection (directly or indirectly) with this Agreement ("Claims"), Contractor and RideServ agree that they must first seek in good faith to use reasonable endeavors resolve the Claim amicably.

2. Contractor and RideServ mutually agree that, subject to section 25.2.c.1. above, any Claim shall be referred to arbitration in accordance with this section 25.2.c. For the avoidance of doubt, this arbitration clause shall apply to any and all Claims arising out of or relating to this Agreement, Contractor's classification as an independent contractor, Contractor's provision of Contracted Services to Consumers, Merchants, or other individuals or businesses, the payments received

by Contractor for providing services to Consumers, Merchants, or other individuals or businesses, the termination of this Agreement, and all other aspects of Contractor's relationship with RideServ, past, present or future, whether arising under federal, state or local statutory and/or common law. This Mutual Arbitration Provision extends to any and all disputes between the Contractor and any RideServ affiliates, subsidiaries, successors, related entities, agents, employees, contractors, subcontractors, insurers, licensees, assignees, vendors, and suppliers (including but not limited to Persona, Checkr, Blue Star, Stripe, Payfare, and their affiliates) (collectively, ("Related Third Parties") that arise out of or relate to this Agreement or the RideServ platform. This Mutual Arbitration Provision is expressly intended to inure to the benefit of, and be enforceable by, the Related Third Parties. The parties expressly agree that this Agreement constitutes an arbitration agreement for the purposes of, and shall be governed by, the Commercial Arbitration Act 2011 (Vic).The procedural law of any arbitration (commonly referred to as the "seat" of the arbitration) is the law of the State of Victoria.

3. If either Contractor or RideServ wishes to initiate arbitration, the initiating party must notify the other party in writing via email, return receipt requested, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include (i) the name and address of the party seeking arbitration, (ii) a statement of the legal and factual basis of the Claim, and (iii) a description of the remedy sought. Any demand for arbitration by Contractor must also be delivered to RideServ Technologies Australia Pty Ltd, 401 Collins St, Melbourne, VIC 3000 and an electronic copy must also be sent to RideServtaxico@gmail.com. Any demand for arbitration by RideServ must be delivered to the email address of Contractor, as supplied to RideServ by Contractor.

4. Contractor agrees and acknowledges that entering into this arbitration agreement does not change Contractor's status as an independent contractor in fact and in law, that Contractor is not an employee of RideServ or its customers and that any disputes in this regard shall be subject to arbitration as provided in this agreement.

5. The Australian Disputes Centre Rules for Domestic Arbitration ("ADC Rules") apply to any arbitration under the Mutual Arbitration Provisions, except as follows:

i. Any referral to arbitration must be done in accordance with clause 25.2(c)(3) above.

ii. The arbitration shall be heard by one arbitrator selected by RideServ, or if such a selection is not made by RideServ, then in accordance with the ADC Rules. The Arbitrator shall be a lawyer or former judge with experience in the law underlying the dispute.

iii. The arbitration shall take place in Melbourne in the State of Victoria.

iv. Unless applicable law provides otherwise, in the event that RideServ and Contractor have agreed to this Mutual Arbitration Provision or the Arbitrator otherwise determines, RideServ and Contractor shall equally share filing fees and other similar and usual administrative costs, as are common to both court and administrative proceedings. RideServ shall pay any costs uniquely associated with arbitration, such as payment of the costs of Australian Disputes Centre and the Arbitrator, as well as room rental for the hearing of the arbitration. Contractor shall be responsible for its own costs associated with travel and accommodation associated with and arising out of participating in the arbitration. Contractor acknowledges that it has caused no financial detriment as a result of the proceedings being conducted by arbitration as opposed to litigation.

v. To the extent permissible by the laws of Victoria, 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.

vi. The Arbitrator may award all remedies to which a party is entitled under the law of the state or territory in which Contractor performs the majority of the services covered by this Agreement 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/territory or federal substantive law, or both, as is applicable.

vii.   The Arbitrator may hear and determine applications equivalent to applications for summary judgment according to the laws of Victoria.

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

ix.   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 to the arbitration, 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.

6. Either Contractor or RideServ 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.

7. For the avoidance of doubt, nothing in this Mutual Arbitration Provision prevents you from making a report to or filing a claim or charge with the Fair Work Ombudsman or any regulator in respect of work health and safety. 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 government 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.

25.3.   New Zealand. If the Contracted Services are performed in New Zealand:

a. Section 7, above, shall include the following: Contractor will ensure that it is registered for GST purposes if legally required to do so and it will provide RideServ with its GST number should RideServ require it.

b. Section 11, above, shall include the following: Contractor is solely responsible for payment of any tax levies under the Accident Compensation Act 2001 and its amendments.

c. The following Health and Safety Provisions will apply:

1. Contractor must comply, and must ensure its Personnel comply, at all times with the Health and Safety at Work Act 2015 (HSWA) and all related legislative instruments, guidance and codes of practice (Health and Safety Legislation), RideServ's health and safety rules, policies and procedures and all health and safety directions of RideServ. Without limiting in any way Contractor's general and specific obligations under Health and Safety Legislation, Contractor will:

2. Ensure so far as is reasonably practicable the health and safety of any person is not put at risk by the Contracted Services , including Personnel, other contractors; subcontractors, merchants, consumers, and members of the public.

3. Ensure that its Personnel have all of the necessary skills, qualifications and experience to safely perform the Contracted Services, and that the Personnel receive all appropriate health and safety and induction training specific to the services that they will be performing under this Agreement.

4. Ensure that it and its Personnel report all notifiable events (as defined in HSWA) to WorkSafe New Zealand in accordance with Health and Safety Legislation, and report all incidents, including near misses and notifiable events, in relation to the the Contracted Services, to RideServ immediately, including any steps taken to address such events in order to prevent them from happening again.

5. Provide any cooperation and assistance as may be required at RideServ's discretion in relation to any incident or accident investigation (including near misses) connected to the performance of the Contracted Services. This cooperation and assistance will be provided as required in all circumstances and at no cost to RideServ, whether the investigation is conducted by Contractor, RideServ, the regulator, or any other person or body with the authority to investigate. As part of such cooperation and assistance, RideServ may require and Contractor must provide any and all information Contractor has that relates to the subject matter of the investigation or the investigation itself.

6. Notify RideServ of any improvement or prohibition or other notice, enforcement proceedings or prosecution under Health and Safety Legislation against Contractor in relation to the performance of the Contracted Services.

7. To the extent that Contractor and RideServ have overlapping health and safety duties in relation to the performance of the Contracted Services , Contractor agrees to consult, cooperate, and coordinate activities with RideServ so far as is reasonably practicable and to provide all information RideServ may reasonably require.

d. In lieu of section 14 above, the following Mutual Arbitration Provisions will apply:

1. Mediation. A party may, at any time while there is a genuine dispute relating in any way to this Agreement (Dispute) give written notice specifying the nature of the dispute and its intention to refer such dispute or difference to mediation. If a request to mediate is made, the parties may appoint a mediator to mediate and settle the dispute. If within 10 Business Days of a request to mediate being made a mediator cannot be agreed between the parties, the party making the request will invite the then President of the Arbitrators' and Mediators' New Zealand Institute Inc. to appoint a mediator. All discussions in the mediation will be without prejudice and will not be referred to in any later proceedings. The parties will bear their own costs in the mediation and will equally share the mediator's costs.

2. Arbitration. In the event the parties are unable (or unwilling) to resolve a Dispute by mediation, a party may give written notice (Dispute Notice) to the other party referring the Dispute to arbitration under the Arbitration Act 1996 (Arbitration Act).

3. If a Dispute is submitted to arbitration under section 25.3.d.3., the arbitration will be conducted under the Arbitration Act, provided that for the purposes of the following articles in the First Schedule to the Arbitration Act:

        i. Article 11(2): the sole arbitrator will be the person agreed upon in writing by the parties or, if the parties are unable to agree on an arbitrator within 5 Business Days after delivery of the Notice, nominated by the President for the time being of the Arbitrators' and Mediators' Institute of New Zealand Inc;

        ii. Article 20(1): the place of arbitration will be Auckland, New Zealand;

        iii. Article 21: the date on which the arbitration proceedings commence will be the date on which the Dispute is submitted to arbitration under section 25.3.d.2;

Article 22(1): the language used in the arbitration proceedings will be English;

v. Article 28(1): the law applicable to the substance of the Dispute will be New Zealand law;

vi. Article 31(5): the rate of interest payable on any sum directed to be paid by an arbitration award will be 5%;

vii. the arbitration will not be an international arbitration for the purposes of the Arbitration Act;

viii. the decision of the arbitrator will be final and binding on the parties.

ix. Any application by a party for urgent interim relief at any time before an arbitrator is appointed will be determined by an emergency arbitrator pursuant to the Emergency Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc.

4. The parties agree that, to the extent permitted by applicable law, they waive all rights to pursue claims within the scope of this arbitration agreement on a class, collective, or representative basis. All claims and disputes within the scope of this arbitration agreement must be arbitrated on an individual basis. Notwithstanding any other clause contained in this Agreement, any claim that all or part of this clause 25.3.d.4 is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. All other disputes with respect to whether these Mutual Arbitration Provisions are unenforceable, unconscionable, void, or voidable shall be determined exclusively by an arbitrator.

5. These Mutual Arbitration Provisions extend to disputes between the Contractor and any RideServ affiliates, subsidiaries, vendors, and suppliers that arise out of or relate to this Agreement or the RideServ platform. This clause is intended to be for the benefit of, and enforceable by, any RideServ affiliate, subsidiary, vendor, or supplier for the purposes of Part 2, Subpart 1 of the Contract and Commercial Law Act 2017.

25.4.   New Jersey. If the Contracted Services are performed in the United States of America, in the State of New Jersey, and include the delivery of any beverage product containing alcohol ("alcoholic beverages"), the following requirements apply:

a. Contractor is 21 years or older;

b. Contractor consents to a voluntary background check to include criminal background and driver history checks by RideServ or RideServ's vendor;

c. If Contractor intends to deliver via motor vehicle, then Contractor is responsible for maintaining a valid driver's license and adequate vehicle insurance coverage;

d. Contractor will complete an alcohol awareness course and receive certification therefrom, as required by the applicable regulatory authority, before they are eligible to deliver any products containing alcohol;

e. Contractor must have a copy of the Third Party Ride-Hailing Permit issued to RideServ (paper or electronic) in their possession during the delivery of alcoholic beverages as well as an invoice or bill of sale stating the first name, last initial and address of the receiving customer;

f.   Contractor must verify that receiving customers are of legal age and not visibly intoxicated to include electronic verification of a customer's identification as well as a verbal and observable verification;

g. Contractor must obtain the signature (paper or electronic) or "finger scan" of the receiving customer before handing over alcoholic beverages;

h. Contractor is prohibited from engaging in no-contact deliveries without a face-to-face interaction with the receiving customer;

i.   Contractor must refuse delivery and return all alcoholic beverages to the Merchant if and when necessary (e.g., customer is underage or intoxicated; customer refuses to sign for delivery; there is reason to doubt the authenticity of the customer's ID; there is a reason to suspect customer is accepting delivery on behalf of an underage person, etc.);

j.   Contractor is prohibited from collecting payment for alcoholic beverages from the receiving customer, prohibited from subcontracting or delegating to another person the delivery of alcoholic beverages, and prohibited from delivering alcoholic beverages to a non-residence (e.g. hotel rooms, offices, campus of any college or university, BYOB restaurant, etc.);

k. Contractor is prohibited from leaving alcoholic beverages unattended or storing alcoholic beverages overnight; and

l.   Contractor will not deliver alcoholic beverages without this valid written and executed agreement with RideServ, signed by both RideServ and Contractor.

25.5 North Dakota. If the Contracted Services are performed in the United States of America, in the State of North Dakota:

a.   Effective August 1, 2023, the insurance provided for covered Contractors using their personal vehicle in connection with the performance of Contracted Services in North Dakota can be found in this applicable Certificate of Insurance and is further explained here.

b.   None of the coverages referenced in this section 25.5 apply to Contractors for incidents that occurred before August 1, 2023.

c.   Contractor acknowledges and understands that Contractor's personal automobile insurance policy may not provide Contractor with any coverage for liability, comprehensive, collision, medical payments, personal injury protection, uninsured motorist, underinsured motorist, or any other coverage while performing Contracted Services or while available to receive Contracted Service Opportunities. If Contractor has any questions or concerns about the scope or applicability of its own personal insurance coverage, it is Contractor's responsibility to resolve them with Contractor's insurer.

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