

**DISPATCHIT, INC.**  
**DRIVER TERMS OF USE**

These Driver Terms of Use, including the BINDING ARBITRATION AND CLASS ACTION WAIVER contained herein (collectively, these “Driver Terms”), are entered into as of the date on which they are accepted through the Driver App (the “Acceptance Date”). These Driver Terms set forth the conditions under which DispatchIt, Inc., a Delaware corporation (“Dispatch”), will provide access to the Platform (as defined herein) to the individual creating a Driver Profile and accepting these Terms through the Driver App (“Driver”). By accepting these Driver Terms, Driver affirmatively acknowledges and agrees to be bound by these Driver Terms, as well as all Policies referenced herein, as may be amended from time-to-time.

**Special Notices to Drivers:**

YOU MUST REVIEW THE FOLLOWING DRIVER TERMS IN THEIR ENTIRETY. WHEN YOU ACCEPT THE DRIVER TERMS, YOU WILL BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING TERMS AND CONDITIONS, DO NOT ACCEPT THESE TERMS OR ACCESS THE DRIVER APP. YOUR USE OF THE DRIVER APP CONSTITUTES YOUR INITIAL AND CONTINUED ACCEPTANCE OF THESE TERMS, INCLUDING ALL AMENDMENTS TO THE SAME.

**You acknowledge that Dispatch does not provide shipping, transportation, or delivery services; it is a technology company that maintains a digital platform which connects independent delivery drivers with potential customers.**

THESE TERMS PROVIDE THAT NEARLY ALL DISPUTES BETWEEN YOU AND DISPATCH ARE SUBJECT TO BINDING ARBITRATION, AS WELL AS A WAIVER OF CLASS ACTION RIGHTS AND ANY RIGHT TO A JURY TRIAL. BY ENTERING INTO THESE TERMS, YOU GIVE UP YOUR RIGHT TO SUE DISPATCH IN COURT, HAVE YOUR CLAIMS HEARD BY A JURY, AND TO BE PART OF A CLASS OR COLLECTIVE ACTION TO RESOLVE THESE DISPUTES, AS EXPLAINED MORE FULLY IN SECTION 14 HEREIN.

**Terms:**

**1. Provision of Delivery Services; Consideration; Nature of the Policies.**

1.1 Delivery Services. Driver agrees to provide Delivery Services to Users of the Platform, according to these Driver Terms and the Policies. In exchange, Dispatch agrees to grant Driver access to the Platform via the Driver App, and to act in accordance with these Driver Terms and the Policies. The Policies as of the Acceptance Date are set forth in the attached Schedules A-D, which are incorporated herein in their entirety. Dispatch reserves the right to update these Driver Terms and the Policies at any time, subject only to the requirement that it notifies Driver of such changes promptly following implementation. For avoidance of doubt, it shall be sufficient for Dispatch to notify Driver that a particular Policy has been updated, and to provide a link to or a copy of the revised Policy by e-mail or

via the Driver App (and to require acceptance of such changes prior to continued access to the Driver App). By accepting these Driver Terms, Driver acknowledges and agrees to each and every provision set forth in the Policies, as they may be amended from time-to-time.

1.2 Non-Circumvention. Driver shall not accept proposals from, provide services to, or receive complete or partial payments from Users for Delivery Services, or otherwise, without utilizing Dispatch as the intermediary of the transaction, or in any way otherwise circumvent, or attempt to circumvent, Dispatch's role as payment processor hereunder.

1.3 Compensation. As consideration for the Delivery Services, Driver shall be compensated in accordance with the Compensation Policy, as amended from time-to-time.

1.4 Performance. All Delivery Services shall be performed in accordance with the Service Policy and Driver Standards Policy, as amended from time-to-time.

## 2. Independent Contractor Relationship between User and Driver.

2.1 Independent Contractor. Driver acknowledges that he or she is an independent contractor operating a separate and distinct business enterprise and will use the Platform to offer and provide freelance Delivery Services to Users. Driver acknowledges and agrees that Dispatch has no responsibility for, control over, or involvement in the scope, nature, quality, character, timing or location of any work or services performed by Driver on behalf of a User, including any work or services that any individual engaged to assist Driver may provide, either as an employee, independent contractor, or otherwise.

2.2 No Employment. Driver acknowledges that Driver is not employed by Dispatch or any User. Driver further acknowledges that Dispatch is not a joint employer or integrated or single enterprise with Driver or any User. Dispatch is not responsible for the performance or non-performance of Driver or any User. Driver is solely and entirely responsible for their own acts and for the acts of their employees, subcontractors, affiliates and agents. Each User is solely and entirely responsible for their own acts and for the acts of their employees, subcontractors, affiliates, and agents. Driver acknowledges that throughout the Term and while providing the Delivery Services, Driver is, and shall at all times be and remain, an independent contractor providing services to identified Users utilizing the Platform. Nothing in these Driver Terms or otherwise shall be construed as identifying Driver or any of Driver's personnel or representatives as an employee, agent, or legal representative of Dispatch or any of Dispatch's related or affiliated entities for any purpose, and Driver and any of Driver's personnel or representatives shall not hold themselves out as employees of Dispatch in any capacity. Driver agrees that he or she will take no position regarding or on any tax return or application for benefits, or in any proceeding directly or indirectly involving Dispatch inconsistent with Driver being an independent contractor providing services to the public in part through the use of the Dispatch platform.

2.3 No Authority or Agency. Driver is not authorized to transact business, incur obligations, sell goods, receive payments, solicit goods or services, enter into any contract, or assign or create any obligation of any kind, express or implied, on behalf of Dispatch or its Affiliates, or to bind in any way whatsoever, or to make any promise, warranty, or representation on behalf of Dispatch or its Affiliates regarding any matter, except as expressly authorized in these Driver Terms or in another writing signed

by an authorized officer of Dispatch or relevant Affiliate. Driver shall not use Dispatch's trade names, logos, trademarks, service names, service marks, or any other proprietary designations without Dispatch's approval.

2.4 Own Equipment; Operating Costs. Driver must provide all equipment, tools, materials, and labor that may be needed to perform the Delivery Services agreed to with a User unless otherwise specifically agreed by the User in connection with a particular Job. Dispatch will provide no vehicles, equipment, tools, materials, or labor that may be needed to perform the Delivery Services under these Driver Terms. Dispatch will, however, provide Driver with access to the Platform via the Driver App to facilitate (i) Driver's review and acceptance of Jobs, and (ii) Driver's progress and completion of the Delivery Services. Driver shall remain responsible for and shall pay all operational costs, expenses, and disbursements relating to operating Driver's business (including, but not limited to the activities of any employees and subcontractors, the payment of tolls or other transportation fees) and the provision of the Delivery Services to Users.

2.5 Vehicle Standards. Driver's Vehicle, and any future Vehicle, must be approved for use by Dispatch prior to being used for any Job, and must be accurately described in Driver's Profile. All Vehicles remain subject to inspection by Dispatch, for any reason, upon reasonable notice to Driver. If any Vehicle fails to meet the standards set forth in the Vehicle Policy, Dispatch may suspend access to the Driver App until Driver provides a suitable Vehicle.

2.6 Freedom to Compete. Nothing in these Driver Terms is intended to prohibit, discourage, or limit Driver from engaging in any other business activities that are separate and distinct from the business activities that Driver provides to Users through the Platform under these Driver Terms, including providing the same or similar services with any of Dispatch's competitors. Driver represents that it has and will continue to operate a separate and distinct business enterprise and make its services available to the public. Driver further expressly reserves the right to perform services similar to the Delivery Services for other third parties and advertise its services as available to others, provided that such performance does not violate the confidentiality provisions of Section 10 or the Dispatch IP protections of Section 13.

3. Benefits and Contributions. Without limiting the generality of the foregoing, due to Driver's status as an independent contractor utilizing the Platform, Driver is not entitled to, or eligible for, any benefits that Dispatch, its parents, subsidiaries, affiliates, or other related entities may provide to their employees, such as group health insurance, disability insurance, life insurance, profit-sharing, or any other retirement or employment benefits. Driver shall, in no event, directly or indirectly, claim entitlement to coverage under any benefit maintained by Dispatch, its parents, subsidiaries, affiliates, or other related entities.

4. Taxes and Other Withholdings. Dispatch will withhold no taxes or other monies from any compensation paid to Driver, and Driver will be solely responsible for the payment of all federal, state, and local taxes or other contributions or payments imposed or required under the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax withholding requirements, and all other federal, state, and local laws, rules, and regulations regarding the performance or provision of Delivery Services to Users pursuant to these Driver Terms and Driver's status as an independent contractor. Driver agrees to indemnify, defend, and hold Dispatch harmless from any costs,

expenses, penalties, liens, assessments, or damages (including attorney's fees) arising from Driver's failure to properly pay such taxes or contributions and/or Dispatch not withholding or remitting any taxes, contributions, or payments regarding compensation paid to Driver.

5. **Insurance Requirements and Understandings.**

5.1 **Limited Insurance Provided.** Dispatch maintains a general commercial liability insurance policy for the benefit of its Drivers, subject to \$1,000,000 per occurrence and \$2,000,000 aggregate coverage (the "Dispatch GCL Policy"). The Dispatch GCL Policy applies only for accidents occurring while the Driver is providing Delivery Services, and is subject to important limitations. A copy of the Dispatch GCL Policy as it applies to the Driver is available upon request. Except for the Dispatch GCL Policy and the Cargo Policy (defined below), Driver is not covered by or under any other insurance that may be purchased or provided by Dispatch or its Affiliates, including, without limitation, workers' compensation insurance, general liability insurance, automobile liability insurance, directors' and officers' liability insurance, property insurance, product liability insurance, and professional liability insurance. Driver shall, in no event, directly or indirectly, claim entitlement to coverage under any policy maintained by Dispatch. For example, if Driver is injured while providing the Delivery Services, Driver acknowledges and understands that Driver will not be covered by any workers' compensation insurance coverage that Dispatch may provide to its employees.

5.2 **Cargo Insurance.** Dispatch will provide supplemental cargo coverage in the amount of up to \$10,000, which applies at any time Driver is actively engaged in completing a Job (the "Cargo Policy"). In order to file a claim under the Cargo Policy, Driver must file the claim within seven (7) calendar days of the incident, and provide sufficient evidence of the damage, including a valid wholesale invoice for damaged products, photographic evidence, and the ability to produce the affected items for inspection. Dispatch reserves the right to offer payment for repair in lieu of reimbursement. Upon receipt of a valid claim under the Cargo Policy, Dispatch will provide payment within five (5) business days.

5.3 **Driver Requirements.** Driver agrees to maintain during the Term automobile liability insurance on the Vehicle that provides protection against bodily injury and property damage to third parties at levels of coverage that satisfy the minimum requirements to operate a commercial vehicle on the public roads within the Territory. This coverage must also include any no-fault coverage required by law in the Territory that may not be waived by an insured. Dispatch shall have no right to control Driver's selection or maintenance of such policy, except to require that it meets the foregoing standards. Driver agrees to provide Dispatch a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this Section 5.2 upon request. Driver must provide Dispatch with written notice of cancellation of any insurance policy required by these Driver Terms. Driver, individually, must be a named insured or individually rated driver, for which a premium is charged, on the insurance policy required in this Section 5.2 at all times. Driver understands and acknowledges that his or her personal or commercial automobile insurance policy may not afford liability, comprehensive, collision, medical payments, personal injury protection, uninsured motorist, underinsured motorist, or other coverage for the Delivery Services. If Driver has any questions or concerns about the scope or applicability of his or her own insurance coverage, it is Driver's responsibility, not that of Dispatch, to resolve them with Driver's insurer(s).

5.4 **Workers Compensation.** Driver agrees to maintain, during the Term, workers' compensation insurance as required by all applicable laws in the Territory. If permitted by applicable law, Driver may insure his or herself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Furthermore, if permitted by applicable law, Driver may choose not to insure his or herself against industrial injuries at all, solely at Driver's own risk.

6. **Driver Account and Data.** Driver consents to having his or her user profile ("Profile") be shown to Users and the public, unless Driver otherwise notifies Dispatch in writing. Driver agrees to provide true, accurate, and complete information on his or her Profile and all registration and other forms accessed on the Platform and to provide to Dispatch and to update their information to maintain its truthfulness, accuracy, and completeness. Driver agrees not to provide any false or misleading information about his or her identity or location, business, skills, Vehicle, or the services he or she provides and to correct any such information that is or becomes false or misleading. Dispatch does not own any of Driver's information, text, data, marketing materials, or other content, including that which Driver submits, stores, or uses in his or her Profile (the "Driver Data"). Driver shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Driver Data.

7. **Driver Privacy Rights.**

7.1 **Right to Disclose.** Subject to applicable law, Dispatch and its Affiliates may, but shall not be required to, provide to Driver, a User, an insurance company and/or relevant authorities and/or regulatory agencies any information (including personal information (*e.g.*, information obtained about you through any background check) and any Company Data) about Driver or any Delivery Services provided hereunder if: (a) there is a complaint, dispute or conflict, including an accident, between Driver and a User; (b) it is necessary to enforce any provision of these Driver Terms; (c) it is required, in Dispatch's or any Affiliate's sole discretion, by applicable law or regulatory requirements (*e.g.*, Dispatch or its Affiliates receive a subpoena, warrant, or other legal process for information); (d) it is necessary, in Dispatch's or any Affiliate's sole discretion, to (1) protect the safety, rights, property or security of Dispatch or its Affiliates, the Platform, or any third party; (2) to protect the safety of the public for any reason including the facilitation of insurance claims related to the Delivery Services; (3) to detect, prevent or otherwise address fraud, security or technical issues; (4) to prevent or stop activity which Dispatch or any of its Affiliates, in their sole discretion, may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity); or (e) it is required or necessary, in Dispatch's or any Affiliate's sole discretion, for insurance or other purposes related to your ability to qualify, or remain qualified, to use the Platform. Driver acknowledges and understands that Dispatch may retain his or her personal data for legal, regulatory, safety and other necessary purposes after these Driver Terms are terminated.

7.2 Dispatch and its Affiliates may collect Driver Data during the course of his or application for, and use of, the Platform, and may obtain information about Driver from third parties. Such information may be stored, processed, transferred, and accessed by Dispatch and its Affiliates, third parties, and service providers for business purposes, including for marketing, lead generation, service development and improvement, analytics, industry and market research, and such other purposes consistent with Dispatch's and its Affiliates' legitimate business needs. Driver consents to such use of the Driver Data.

8. **Term and Termination.**

8.1 **Termination Events.** Either party may terminate these Driver Terms: (a) without cause at any time upon seven (7) days prior written notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, Dispatch may terminate these Driver Terms or deactivate Driver's access to the Driver App immediately, without notice, if Driver no longer qualifies, under applicable law or the Policies, to provide Delivery Services, to operate the Vehicle, or as otherwise set forth in this Agreement.

8.2 **Effect of Termination.** Upon termination of the Agreement, Driver shall immediately delete and fully remove the Driver App from Driver's devices. Outstanding payment obligations and Sections 1, 2.3, 4, 5.1, 5.2, 7, 9, 11, 12.4, 12.5, 13, 14, 15, and 17 shall survive the termination of this Agreement.

9. **Confidentiality**

9.1 **Use and Restrictions.** Driver agrees: (i) to hold the Confidential Information in strict confidence, (ii) not to disclose the Confidential Information to any third parties except as reasonably necessary for Driver to perform his or her obligations hereunder, and (iii) not to use any of the Confidential Information except to perform Driver's obligations under these Driver Terms. Notwithstanding the foregoing, Driver hereto may disclose any Confidential Information hereunder to Driver's agents, attorneys and other representatives (under a duty not to disclose) and having a bona fide need to know such Confidential Information or any court of competent jurisdiction as reasonably required to resolve any dispute between the Parties.

9.2 **Legal Obligations.** If Driver is requested or required by law, government action, subpoena or other court order to disclose any Confidential Information, Driver may disclose such information without liability under these Driver Terms, provided that (i) Dispatch has been given a reasonable opportunity to (a) intervene in any proceeding to try to protect the Confidential Information and (b) review the text or contents of such disclosure before it is made, and (ii) the disclosure is limited to only the Confidential Information specifically required to be disclosed.

9.1 **Remedies.** Driver agrees that his or her obligations provided in this Section 9 are necessary and reasonable in order to protect Dispatch and its business, and agrees that monetary damages may be inadequate to compensate Dispatch for any breach by Driver of his or her covenants and agreements set forth in these Driver Terms. Accordingly, Driver agrees and acknowledges that any such breach or threatened breach may cause irreparable injury to Dispatch and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Dispatch will be entitled to seek temporary injunctive relief pending arbitration against the threatened breach of these Driver Terms or the continuation of any such breach by Driver, without the necessity of proving actual damages or posting any bond.

9.2 **Ownership.** Dispatch retains all intellectual property rights in and to its Confidential Information.

9.3 **Survival.** The confidentiality provisions of these Driver Terms shall survive its termination for a period of three (3) years, except for the obligations of the parties regarding any trade secret information, which shall survive indefinitely.

10. **Defend Trade Secrets Act.** Driver acknowledges receipt of this notice under 18 U.S.C § 1833(b)(1): An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for disclosing a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely to report or investigate a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

11. **Proprietary Rights; License.**

11.1 **License Grant.** Subject to the terms and conditions of these Driver Terms, Dispatch hereby grants Driver a non-exclusive, non-transferable, non-sublicensable, and non-assignable license, during the Term, to use the Platform and access the Driver App, solely for the purpose of providing Delivery Services to Users and tracking metrics made available to Driver. All rights not expressly granted to Driver are reserved by Dispatch, its Affiliates and their respective licensors.

11.2 **Restrictions.** Driver shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Dispatch Services, Driver App, User Data, Dispatch IP software in any way; (b) modify or make derivative works based upon the Dispatch IP; (c) improperly use the Dispatch IP, including creating Internet “links” to any part of the Platform or Driver App, “framing” or “mirroring” any part of the Platform or Driver App on any other websites or systems, or “scraping” or otherwise improperly obtaining data from the Platform or Driver App; (d) reverse engineer, decompile, modify, or disassemble the Dispatch IP; or (e) send spam or otherwise duplicative or unsolicited messages via the Driver App. In addition, Driver shall not, and shall not allow any other party to, access or use the Platform or Driver App to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the Platform or Driver App an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Platform by any party; or (iv) attempt to gain unauthorized access to any Dispatch IP.

11.3 **Ownership.** All of the Dispatch IP is and shall remain (as between Driver and Dispatch) the property of Dispatch, its Affiliates, or their respective licensors. Neither these Driver Terms nor Driver’s use of the Dispatch IP conveys or grants to Driver any rights in or related to the Dispatch IP, except for the limited license granted above. Other than as specifically permitted by Dispatch in connection with the provision of Delivery Services, Driver may not use or reference in any manner Dispatch’s, its Affiliates’, or their respective licensors’ company names, logos, products and service names, trademarks, service marks, trade dress, copyrights or other indicia of ownership, alone and in

combination with other letters, punctuation, words, symbols and/or designs (the "Dispatch Marks and Names") for any commercial purposes. Driver agrees that he or she will not attempt to register or otherwise use and/or claim ownership in any of the Dispatch Marks and Names, alone or in combination with other letters, punctuation, words, symbols and/or designs, or in any confusingly similar mark, name or title, for any goods and services.

12. **Warranties and Disclaimers.** Each party to these Driver Terms hereby represents and warrants to the other as set forth below. In the event that any of the foregoing is no longer true at any time, the affected party shall immediately notify the other.

12.1 **Authority.** Each of Dispatch and Driver represents and warrants to the other that (a) such party's execution, acceptance, delivery and performance of these Driver Terms does not, and will not, conflict with or violate any agreement, instrument, document, law, decree or order to which such party is a party or subject, and (b) such party has full power and authority to enter into these Driver Terms and to carry out his, her or its obligations hereunder.

12.2 **Driver Data Rights.** Driver represents and warrants that: (a) Driver owns or has secured sufficient intellectual property rights to any and all Driver Data that Driver stores, accesses, and uses with the Platform; (b) the Driver Data does not and will not contain any content that is unlawful, threatening, harassing, profane, tortious, defamatory, libelous, deceptive, fraudulent, or violates any person's privacy or publicity rights; and (c) the Driver Data does not and will not contain a software virus or other harmful component.

12.3 **Driver Licenses and Permits.** Driver maintains all required licenses and permits as required to perform the Delivery Services under these Driver Terms.

12.4 **DISCLAIMER.** DISPATCH, ITS AFFILIATES AND PARTNERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THOSE OF ACCURACY, SYSTEM INTEGRATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, VALIDITY, NON-INFRINGEMENT, THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT THERETO, THOSE MADE BY DRIVER TO USER OR RELATING TO ANY SERVICE, DELIVERABLE OR WORK PRODUCT PROVIDED BY DRIVER. THE SERVICES PROVIDED UNDER THESE DRIVER TERMS ARE PROVIDED "AS IS" AND WITH ALL FAULTS. LIABILITY FOR DRIVER'S PERFORMANCE AND THE DELIVERY SERVICES ARE SOLELY THAT OF THE DRIVER. NEITHER DISPATCH NOR ANY OF ITS AFFILIATES OR PARTNERS PROVIDE ANY EXPRESS WARRANTY OF, HAVE ANY IMPLIED WARRANTY OF, OR HAVE ANY RESPONSIBILITY FOR, DELIVERY SERVICES OR DRIVER PERFORMANCE.

12.5 **NO SERVICE GUARANTEE.** DISPATCH AND ITS AFFILIATES DO NOT GUARANTEE THE AVAILABILITY OR UPTIME OF THE PLATFORM OR DRIVER APP. DRIVER ACKNOWLEDGES AND AGREES THAT THE PLATFORM OR DRIVER APP MAY BE UNAVAILABLE AT ANY TIME AND FOR ANY REASON (*e.g.*, DUE TO SCHEDULED MAINTENANCE OR NETWORK FAILURE). FURTHER, THE PLATFORM OR DRIVER APP MAY

BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND COMPANY AND ITS AFFILIATES ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES, LIABILITIES OR LOSSES RESULTING FROM SUCH PROBLEMS.

13. **Indemnification; Limitation of Liability.**

13.1 **Driver Indemnification.** Driver shall indemnify and hold Dispatch, its Affiliates, and each of their respective officers, directors, employees, attorneys and agents (the “Indemnified Parties”) harmless from and against any and all claims, costs, damages, losses, liabilities and expenses, including reasonable legal fees and costs, arising out of or in connection with: (a) any claim based on any alleged misuse of the Platform or Driver App by Driver, or a claim that any Driver Data infringes the copyright, trademark, or patent rights of any third party; (b) any alleged conduct which would constitute a breach of the representations, warranties and covenants of Driver set forth herein; and (c) any claim based on, related to or arising out of Driver’s provision of services to Users.

13.2 **LIMITATION OF LIABILITY.** DISPATCH AND ITS AFFILIATES SHALL NOT BE LIABLE UNDER OR RELATED TO THESE DRIVER TERMS FOR ANY OF THE FOLLOWING, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES OF ANY TYPE OR KIND; OR (ii) YOUR OR ANY THIRD PARTY’S PROPERTY DAMAGE, OR LOSS OR INACCURACY OF DATA, OR LOSS OF BUSINESS, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE.

13.3 **Allocation of Risk.** Dispatch and Driver acknowledge that the foregoing limitations of liability represent a reasonable and negotiated allocation of risk that these limitations constitute an integral part of these Driver Terms, and that absent these limitations the parties would not have accepted these Driver Terms. The limitations will apply notwithstanding the failure of the essential purpose of any limited remedy.

14. **Arbitration Agreement and Class Action Waiver.** DISPATCH AND DRIVER MUTUALLY AGREE TO RESOLVE ANY AND ALL COVERED JUSTICIABLE DISPUTES BETWEEN THEM EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION INSTEAD OF A COURT OR JURY TRIAL.

The terms of this Section 14 (this “arbitration agreement”) requires the arbitration of any claims that Dispatch or Driver may have against the other or against any of their officers, directors, employees, subcontractors, or agents in their capacity as such or otherwise, direct or indirect parents and subsidiaries, and affiliates, agents, successors or assigns, each and all of which may enforce this arbitration agreement as direct or third-party beneficiaries.

This arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) and applies to any and all claims or controversies, past, present or future, arising out of or relating to these Driver Terms, this arbitration agreement, Driver’s independent contractor classification, Driver’s provision of

services, Driver's registration for and/or use of the Platform, any payments made to Driver through the Platform or arising out of or relating to the acceptance or performance of services arranged through the Platform, the termination of these Driver Terms, claims of harassment, retaliation, or discrimination and all other aspects of a Driver's relationship (or the termination of its relationship) with Dispatch or its Affiliates, whether arising under federal, state or local statutory and/or common law. Covered claims include, without limitation, claims arising under the Fair Credit Reporting Act, Defend Trade Secrets Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §1981, Rehabilitation Act, Civil Rights Acts of 1866 and 1871, the Civil Rights Act of 1991, 8 U.S.C. § 1324b (unfair immigration related practices), the Pregnancy Discrimination Act, Equal Pay Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, False Claims Act, state or local statutes or regulations addressing the same or similar subject matters, and all other federal, state or local statutory and legal claims. Driver and Dispatch agree that the mutual obligations contained in these Driver Terms and to arbitrate disputes provide adequate consideration for this arbitration agreement.

14.1 Service. If either party initiates arbitration, the initiating party must notify the other party in writing via U.S. Mail, 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 Driver must be delivered to Dispatch as provided in this Driver Terms under "Notice." Any demand for arbitration by Dispatch may be delivered to Driver at Driver's home address, as set out in Driver's then-current profile with Dispatch. The Arbitrator will resolve all disputes regarding the timeliness or propriety of the demand for arbitration.

14.2 Class and Collective Action Waivers. Dispatch and Driver mutually agree that by entering into this arbitration agreement, both waive their right to have any covered dispute or claim brought, heard or arbitrated as a class action and/or collective action, and an Arbitrator will not have any authority to hear or arbitrate any class and/or collective claim ("Class Action Waiver"). Notwithstanding any other clause contained in this arbitration agreement or the AAA Rules, as defined below, any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an Arbitrator. The Class Action Waiver will be severable from this arbitration agreement in any case, in which (1) the dispute is filed as a class and/or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, void, or voidable. In such case, the class and/or collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

14.3 Proceedings. Except as otherwise stated in this arbitration agreement, any arbitration shall be governed by the American Arbitration Association Commercial Arbitration Rules ("AAA Rules"), subject to the following:

(a) The arbitration shall be heard by one Arbitrator selected in accordance with the AAA Rules. Unless the parties agree otherwise, the Arbitrator shall be an attorney experienced in the law in the underlying dispute and licensed to practice law in the state in which the arbitration is convened or a former judge from any jurisdiction.

(b) The location of the arbitration proceeding will be within 25 miles of the location in which Driver provided services, unless the parties agree otherwise.

(c) Unless applicable law provides otherwise, as determined by the Arbitrator, the parties agree that they will equally split all of the Arbitrator's fees and costs. Each party will pay for its own costs and attorneys' fees, if any. However, if any party prevails on a claim that affords the prevailing party attorneys' fees, the Arbitrator may award reasonable fees to the prevailing party as provided by law. If the law (including the common law) of the jurisdiction in which the arbitration is held requires a different allocation of arbitral fees and costs for this arbitration agreement to be enforceable, then such law will be followed, and any disputes in that regard will be resolved by the Arbitrator.

(d) The Arbitrator is authorized to 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 intended to be a speedy and efficient method for resolving disputes.

(e) Except as provided in the Class Action Waiver, the Arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The Arbitrator shall apply the state or federal substantive law, or both, as is applicable and be bound by applicable principles of law.

(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 with findings of fact and conclusions of law. Judgment may be entered on the Arbitrator's decision or award in any court of competent jurisdiction.

(h) Either Dispatch or Driver 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 Section 14 may be rendered ineffectual.

14.4 Administrative Hearings. Regardless of any other terms of this arbitration agreement, claims may be brought before, and remedies awarded by, an administrative agency to the full extent applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate governed by the Federal Arbitration Act (such as the National Labor Relations Board, the U.S. Department of Labor or the Equal Employment Opportunity Commission). This arbitration agreement does not apply to any claim that may not be arbitrated as provided by an Act of Congress.

14.5 **References.** The AAA Rules referenced herein may be found at [www.adr.org](http://www.adr.org) or by searching for “AAA Commercial Arbitration Rules” using a service such as [www.Google.com](http://www.Google.com) or [www.Bing.com](http://www.Bing.com).

14.6 **Miscellaneous.** This arbitration agreement is the full and complete agreement relating to the formal resolution of disputes covered by this arbitration agreement. If any portion of this arbitration agreement is deemed unenforceable, the remainder of this arbitration agreement will be enforceable. This arbitration agreement survives indefinitely after the termination of these Driver Terms and/or after Driver ceases any relationship with Dispatch. Notwithstanding any contrary language, this arbitration agreement may not be modified or terminated absent a writing signed (electronically or otherwise) by both Driver and an authorized representative of Dispatch.

15. **Notices.** All notices and other communications shall be in writing and shall be deemed to have been duly given or made (i) with delivery by hand, when delivered, (ii) with delivery by certified or registered mail, postage prepaid, three days after mailing, or (iii) solely with respect to Dispatch’s notices to Driver, with delivery by e-mail, when delivered.

Notices to Driver shall be made at the physical or e-mail address set forth in Driver’s current profile with Dispatch.

Notices to Dispatch shall be made (only by hand delivery or by certified or registered mail), as follows:

DispatchIt, Inc.  
1401 W. 94<sup>th</sup> Street  
Bloomington, MN 55431

16. **Successors and Assigns.** These Driver Terms shall be binding upon Driver and inure to the benefit of Dispatch and its successors and assigns, including, without limitation, any entity to which substantially all of the assets or the business of the Dispatch are sold or transferred. Driver shall not be entitled to assign these Driver Terms or any of Driver’s rights or obligations hereunder, without the prior written consent of Dispatch; any assignment in violation of this section shall be void. Dispatch may assign these Driver Terms to any Affiliate or successor in interest to its business (including as a result of a change in control, merger, or sale of substantially all of its assets), without prior notice to or consent of Driver.

17. **Severability.** If any provision of these Driver Terms is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

18. **Waivers.** No delay or omission by either party hereto in exercising any right, power, or privilege hereunder shall impair such right, power, or privilege, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

19. **Headings.** The headings and other captions in these Driver Terms and the Policies are included solely for convenience of reference and will not control the meaning and interpretation of any provision of these Driver Terms.
20. **No Strict Construction.** The language used in these Driver Terms and the Policies will be deemed the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any person.
21. **Governing Law.** Other than the arbitration agreement and Class Action Waiver, which shall be governed by the Federal Arbitration Act, these Driver Terms will in all respects be is governed by the laws of the State of Minnesota and the United States of America without reference to its principles of conflicts of laws.
22. **Amendment.** These Driver Terms may not be modified or amended except by an instrument in writing signed (electronically or otherwise) by the parties hereto, except that Dispatch may amend and update, without consent of or prior notice to Driver, these Driver Terms or the Policies as set forth in Section 1.1 of these Driver Terms, including by requiring acceptance thereof as condition of Driver's continued access to the Driver App.
23. **Entire Agreement.** These Driver Terms and any Policies referred to herein contain the entire agreement between the Dispatch and Driver concerning the subject matter hereof and as of the Effective Date and supersedes any contract, severance, confidentiality or invention assignment agreement between the parties hereto, *provided, however*, that the Dispatch reserves and shall retain all rights and remedies it may have against Driver with respect to any breach on or before the Effective Date of any prior agreements. If there are any inconsistencies between these various agreements, the Driver Terms control as between Dispatch and Driver.
24. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement, except as expressly set forth herein. Nothing contained in this Agreement is intended to or shall be interpreted to create any other third-party beneficiary claims.
25. **Signature.** These Driver Terms may be signed and are enforceable by any physical, electronic, digital or facsimile signature, including, but not limited to, digital acceptance through the Driver App.

## Definitions Exhibit

When and as used in the Driver Terms, the capitalized terms below shall have the following meanings:

***Affiliates*** means each and every parent or subsidiary company of Dispatch, in addition to any affiliated entities with which it is under common control.

***Confidential Information*** means all information disclosed by Dispatch to Driver that (i) is marked “confidential” or “proprietary” before its disclosure to Driver, (ii) constitutes User Data or Dispatch IP, or (iii) Dispatch orally discloses to Driver, identifies as confidential or proprietary at the time of disclosure and confirms to be such in writing within 10 days of such disclosure. Confidential Information does not include information which: (i) is now, or later becomes, through no act or failure to act on the part of Driver, generally known or readily available to the public; (ii) was acquired by Driver before receiving such information from Dispatch and without restriction as to use or disclosure; (iii) is furnished to Driver by a third party rightfully entitled to it, without restriction as to use or disclosure; or (iv) was independently developed by Driver without reference to the Confidential Information. These Driver Terms are the Confidential Information of Dispatch.

***Delivery Services*** means the provision of delivery services by Driver on behalf, and at the direction, of a User through the use of the Platform.

***Dispatch IP*** means all intellectual property of Dispatch in any form, including without limitation, as a result of trademark, patent or other protections. The Dispatch IP shall include, without limitation, the Platform, Driver App, User App, and both of their underlying architecture, design, data, or any other related systems or networks, as well as all User Data.

***Driver App*** means the digital application, accessible by either Android or iOS device, allowing Driver to access the Platform, accept Jobs, and carry out the Delivery Services, as updated and amended from time to time.

***Policies*** means the Policy on Provision of Services (“Service Policy”), Policy on Vehicle Maintenance and Operation Standards (“Vehicle Policy”), Policy on Payment of Commissions (“Compensation Policy”), and Driver Dress, Appearance, and Conduct Standards Policy (“Driver Standards Policy”), each as amended from time to time by Dispatch in its sole discretion.

***Platform*** means the digital service conceived, built and maintained by Dispatch through which Drivers and Users may connect for the purpose of Delivery Services.

***Term*** means the period of time beginning with the Effective Date, and ending when these Driver Terms are terminated as provided in Section 8 herein.

***Territory*** means the geographic locale in which Driver is authorized to accept Jobs and perform the Delivery Services.

**User(s)** means the persons who access the Platform through the User App for the purpose of soliciting Delivery Services.

**User App** means the digital application, accessible by either Android or iOS device, allowing Users to access the Platform, solicit Drivers to perform Jobs, and track and pay for the Delivery Services, as updated and amended from time to time.

**User Data** means all information associated with a User, including without limitation, information related to a User's identity, address, contact information, payment methods or amounts, business methods, delivery needs and similar information or data.

**Vehicle** means the vehicle owned by Driver used or to be used in providing Delivery Services.

## Schedule A

### Policy on Provision of Services (the “Service Policy”)

- 1.0 Driver IDs; Use of Driver App.** Dispatch will issue you a digital Driver ID and Password (your “Credentials”) to enable you to access and use the Driver App on a Device in accordance with this Agreement. Company reserves the right to deactivate your Credentials if you have not completed a Job using the Driver App at least once a month. Deactivation of your Credentials will automatically terminate the Driver Terms and your relationship with Dispatch, subject to the terms in the Drive Terms. **You agree that you will maintain your Credentials in confidence and not share your Credentials with any third party. You will immediately notify Dispatch of any actual or suspected breach or improper use or disclosure of your Credentials or the Driver App.**

Your geo-location information must be provided to Dispatch via a Device to provide Delivery Services. You acknowledge and agree that: (a) your geo-location information may be obtained by Dispatch while the Driver App is running; and (b) the approximate location of your Vehicle will be displayed to the User before and during the provision of Delivery Services to such User. In addition, Company and its Affiliates may monitor, track and share with third parties Driver’s geo-location information obtained by the Driver App and Device for safety and security purposes, as well as to aggregate driver information for purposes of better understanding our business and how we provide services.

You must authorize the Driver App to send you “push notifications” or similar reminders or updates, even when the Driver App is not running. We may use push notifications for any lawful purpose, such as to alert you to nearby Jobs or to update you regarding status of your compensation.

- 2.0 Provision of Delivery Services.** When the Driver App is active, User requests for Jobs may appear to you via the Driver App if you are available and in the vicinity of the User. If you accept a Job, the Driver App will provide you with certain User Information, including the User’s first name and pickup location. If the User cannot be located, you may either contact the User through the Driver App or contact Dispatch support at (952-444-5280). In order to enhance User satisfaction with the Dispatch mobile application and your Delivery Services, it is recommended that you wait at least ten (10) minutes for a User to show up at the requested pick-up location before contacting either the User or Dispatch support. You will obtain the destination from the User, either in person upon pickup or from the Driver App if the User elects to enter such destination via Dispatch’s mobile application.

If you have any issues with the Driver App or a Job, call Dispatch support at 952-444-5280 for assistance. You can also press the "Call Dispatch Support" button within the Driver App, under “settings.”

As between Company and you: (a) you shall be solely responsible for determining the most effective, efficient and safe manner to perform each Job; and (b) you shall provide all necessary equipment, tools and other materials, at your own expense, necessary to perform Delivery Services.

You must promptly notify Company of any accidents (whether involving damage to your person or property, the Vehicle, items transported, or to a User or User's other property that occur while providing Delivery Services and you agree to cooperate with our investigation of such event and provide all necessary information related thereto.

**3.0 Provision of Driver Information.** You acknowledge and agree that once you have accepted a Job, the Driver App may provide certain information about you to the User, including your first name, contact information, photo and location, and your Vehicle's make and license plate number.

**4.0 Your Relationship with Users.** Your provision of Delivery Services to Users creates a direct business relationship between you and the User. Dispatch is not responsible or liable for the actions or inactions of a User in relation to you, your activities, or your Vehicle. You shall have the sole responsibility for any obligations or liabilities to Users or third parties that arise from your provision of Delivery Services. You are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all applicable laws, including motor vehicle financial responsibility laws), which includes but is not limited to carrying the appropriate commercial insurance and maintaining any and all licenses or permits required by applicable state laws. Dispatch may release your contact and/or insurance information to a User upon such User's reasonable request for lawful purposes. You may not transport or allow inside your Vehicle individuals other than you and any other person assisting you with the Delivery Services. You may not provide transportation to any User.

## Schedule B

### Policy on Vehicle Maintenance and Operation Standards (the “Vehicle Policy”)

- 1.0 Licensing.** At all times, you shall: (a) hold and maintain (i) a valid driver's license with the appropriate level of certification to operate your Vehicle, and (ii) all licenses, permits, approvals and authority applicable to you that are necessary to provide transportation of goods services to third parties in the Territory; (b) possess the appropriate and current level of training, expertise and experience to provide Delivery Services in a professional manner with due skill, care and diligence; and (c) maintain high standards of professionalism, service and courtesy.
- 2.0 Background Checks.** You may be subject to certain background and driving record checks from time to time in order to qualify to provide, and remain eligible to provide, Delivery Services. Dispatch reserves the right, at any time in its sole discretion, to deactivate or otherwise restrict you from accessing or using the Driver App or providing Delivery Services if you fail to meet the requirements set forth in this Agreement.
- 3.0 Vehicle Requirements.** Your Vehicle must all times be: (a) properly registered and licensed to operate as a commercial courier and transportation provider of commercial goods vehicle in the Territory; (b) owned or leased by you, or otherwise in your lawful possession; (c) suitable for performing the transportation of commercial goods contemplated as part of the Delivery Services; and (d) maintained in good operating condition, consistent with industry safety and maintenance standards for a Vehicle of its kind and any additional standards or requirements in the applicable Territory, and in a clean and sanitary condition.
- 4.0 Documentation.** To ensure your compliance with all requirements in Section 3 of this Vehicle Policy, you may be required to provide Dispatch with written copies of all such licenses, permits, approvals, authority, registrations and certifications prior to your provision of any Delivery Services. Thereafter, you may be required to submit to Dispatch written evidence of all such licenses, permits, approvals, authority, registrations and certifications as they are renewed. Dispatch may, upon request, be entitled to review such licenses, permits, approvals, authority, registrations and certifications from time to time, and your failure to provide or maintain any of the foregoing may lead to a suspension of your access to the Driver App. Dispatch reserves the right to independently verify your documentation from time to time in any way Dispatch deems appropriate in its reasonable discretion.

## Schedule C

### Policy on Payment of Commissions (the “Compensation Policy”)

**1.0 Nature of Delivery Fee.** Dispatch will pay you, as Driver, a delivery fee for each Job you complete (a “Delivery Fee”), which is based on miles driven, vehicle type and the service time chosen by the User. We charge Users a fee determined by mileage, wait time and any other factors Dispatch deems appropriate, which they pay to us through the Platform. Your Delivery Fee is not tied to what we collect from Users for a job, but rather based on the mileage of your trips, the type of vehicle you drive, and the service time of delivery. Dispatch pays you for all valid, completed Jobs, regardless of whether we can collect from Users; you are not at risk for a defaulted payment.

Our Users are not expected to pay tips to Drivers, nor should they be requested. The User App does not include a tipping option. However, should a User provide a cash tip to you, the money is yours to keep.

**2.0 Payment Timing.** We pay our Drivers by direct deposit every week into their designated bank accounts. The pay period begins every Friday and ends the following Thursday. Payments are deposited every Monday.

**3.0 Current Delivery Fees.** Dispatch describes the current Delivery Fee schedule on its website (<http://www.dispatchit.com>), and reserves the right to change the schedule from time-to-time without notice. Your continued use of the Driver App after such change constitutes your consent to such updated Delivery Fee schedule.

**4.0 Delivery Fee Adjustment.** Dispatch reserves the right to: (i) adjust your Delivery Fee for a particular Job (*e.g.*, if you took an inefficient route, you failed to properly end a Job in the Driver App, technical error in the Platform, etc.); or (ii) cancel the Delivery Fee entirely for a particular Job (*e.g.*, if the User is charged for Delivery Services that were not provided, in the event of a User complaint, errors due to fraud, etc.). Dispatch’s decision to reduce or cancel a Delivery Fee in any such circumstance shall be exercised in a reasonable manner.

**5.0 Cancellation Charges.** Users may elect to cancel Jobs that have been accepted by you via the Driver App at any time prior to your arrival for pickup. In the event that a User cancels a Job, Dispatch may charge the User a cancellation fee on your behalf. If charged, a designated portion of the cancellation fee shall be your Delivery Fee for the canceled Job. Cancellation fees are charged by Dispatch in its discretion, which may be based on internal policies as amended from time-to-time, without notice.

**6.0 No Additional Amounts.** For the mutual benefit of the parties, through advertising and marketing, Dispatch and its Affiliates may seek to attract new Users and to increase existing Users’ use of Dispatch’s mobile application. Such advertising or marketing does not entitle you to

any additional monetary amounts beyond the amounts expressly set forth in this Compensation Policy.

## Schedule D

### **Driver Dress, Appearance, and Conduct Standards Policy (the “Driver Standards Policy”)**

- 1.0 Lanyards; Hats.** You must wear your Dispatch lanyard badge at all times. We strongly encourage you to also wear your Dispatch Logo hat while providing Delivery Services, but in all cases subject to your right to conform with all of your religious or cultural norms.
- 2.0 Clothing.** Drivers are allowed to determine their manner of dress, provided that all clothes must be work-appropriate and project professionalism. Clothing may not be dirty, poorly maintained or ripped/torn, overly tight/revealing, or contain inappropriate logos, images or statements.
- 3.0 Grooming and Tattoos.** You must be clean and well-groomed. Grooming styles dictated by your religious or cultural norms are acceptable. You must cover up tattoos with words or images that could be deemed offensive or inappropriate.