

## DELIVERY PARTNER INDEPENDENT CONTRACTOR AGREEMENT

This Agreement ("Agreement") is made and entered into by and between you, the undersigned delivery partner ("Delivery Partner"), an independent contractor engaged in the business of performing messenger, courier and/or delivery services contemplated by this Agreement, and **MEALEO INC** ("Mealeo"). This Agreement will become effective on the date it is accepted regardless of whether you are eligible to, or ever do, perform any Contracted Services outlined herein.

### THE PARTIES

- A. Mealeo is a company built on collecting food and beverage from local restaurants and other outlets and delivering it to the location of customers who have been connected to said restaurants and/or other businesses / outlets through its web-based technology applications (collectively the "Platform"). Mealeo's platform permits users to place orders for food, beverage and other goods from various restaurants and outlets. Once such orders are prepared / made, Mealeo arranges delivery by notifying a large pool of contractors ("Delivery Partners") that a delivery opportunity is available to deliver food, beverage or other goods from such restaurants or outlets to customers who order through the Platform ("Delivery Services").
- B. Delivery Partner is an independent, licensed provider of courier and/or Delivery Services who is authorized to conduct the Delivery Services contemplated by this Agreement in the geographic location(s) in which Delivery Partner operates, and is interested in entering into this Agreement for the opportunity to deliver orders placed through the Platform in exchange for service fees ("Service Fees") to be agreed upon between the Parties as more fully set out in section 5 of this Agreement.

In consideration of the above and mutual promises made herein, Mealeo and Delivery Partner (collectively "the Parties") agree to the terms and conditions set forth herein as follows:

### 1 COMMENCEMENT AND DURATION

- 1.1 This Agreement will commence on the date Delivery Partner satisfies the conditions set forth in Section 2 hereof, if later, and will continue until terminated by either Party in accordance with Section 2(d) or Section 11.
- 1.2 Mealeo appoints you to perform Services for it from time to time on the terms set out in this Agreement.
- 1.3 Throughout this Agreement, "Services" means the collection by Delivery Partner of hot and / or cold food and / or beverages ("Order Items") from such restaurants or other outlets as are notified and offered to Delivery Partner through Mealeo's driver app, and the delivery of such Order Items by motor vehicle, bicycle or foot to Mealeo's customers at such location as are notified to Delivery Partner through the driver app, in accordance with the terms of this Agreement.
- 1.4 Delivery Partner acknowledges and agrees that its geo-location information must be provided to Mealeo in order to provide contracted Delivery Services, and that such geo-location information may be monitored and tracked by Mealeo and shared with third parties when Delivery Partner is available to receive orders or trip offers. Delivery Partner will not falsely report its geo-location, prevent or attempt to prevent Mealeo from reporting its geo-location, or otherwise attempt to circumvent this requirement.

### 2 PURPOSE

- 2.1 This Agreement governs the relationship between Mealeo and Delivery Partner and any of Delivery Partner's employees, contractors, subcontractors, agents and representatives of other Delivery Service or ride-sharing entities engaged by Delivery Partner to perform Delivery Services (collectively the "Subcontractors"). Subcontractors also includes any employees, contractors, subcontractors, agents and representatives of any delivery service or ride-sharing entity engaged by Delivery Partner to perform

Delivery Services. In exchange for the promises contained in this Agreement, Delivery Partner will have the contractual right and obligation to perform Delivery Services and receive the Service Fees to be agreed upon by the Parties. However, nothing in this Agreement requires Delivery Partner to perform any particular volume of Delivery Services, nor requires Delivery Partner to work any set / required hours, and nothing in this Agreement shall guarantee Delivery Partner any particular volume of delivery opportunities for any specific time period.

- 2.2 Delivery Partner shall have no obligation to accept or perform any delivery opportunity/services offered by Mealeo, however once a delivery opportunity is accepted, Delivery Partner shall be contractually bound to complete the contracted Delivery Services in accordance with the terms of this Agreement.

### **3 DELIVERY PARTNER STATUS, REPRESENTATIONS AND OPERATIONS**

- 3.1 As a condition of entering into this Agreement with Mealeo, and as long as Delivery Partner is performing contracted Delivery Services hereunder, Delivery Partner represents and warrants that Delivery Partner is a self-employed Delivery Partner and is in the independent business of providing Delivery Services and is neither an employee of Mealeo, nor a worker within the meaning of any employment rights legislation.
- 3.2 Delivery Partner agrees to fully perform the contracted Delivery Services in a timely and lawful manner. Mealeo shall have no right to, and shall not, control the manner, method or means Delivery Partner uses to perform contracted Delivery Services.
- 3.3 For the avoidance of doubt, throughout the term of this Agreement, Delivery Partner is free and able to perform services for others and to hold him/herself to the general public as a separately established business. Mealeo does not have the right to restrict Delivery Partner from performing services for other businesses, even if such business directly competes with Mealeo, provided always this does not prevent Delivery Partner from performing the services in accordance with the terms of this Agreement.
- 3.4 Delivery Partner further warrants that neither Delivery Partner nor anyone acting on your behalf such as Subcontractors, will present any claim in any civil court or employment tribunal in which is contended that Delivery Partner is an employee or a worker.
- 3.5 If, despite 3.4 above, either you or anyone acting on your behalf (or your substitute or anyone acting on your substitute's behalf) presents any claim in any civil court or Employment Tribunal which would not be able to proceed unless it was successfully contended that you (or your substitute) are an employee or a worker within the meaning of any employment rights legislation, you undertake to indemnify and keep indemnified Mealeo against costs (including legal costs) and expenses that it incurs in connection with those proceedings, and you agree that Mealeo may set off any sum owed to you against any damages, compensation, costs or other sum that may be awarded to you in those proceedings.
- 3.6 Nothing in this Agreement shall make Delivery Partner an agent of Mealeo and Delivery Partner shall not have any right or power to enter into contracts or Agreements on behalf of Mealeo with third parties.
- 3.7 Delivery Partner agrees to immediately notify Mealeo in writing if Delivery Partner services are different in any way from what is contemplated in this Section.

### **4 CONTRACTED SERVICES TO BE PERFORMED**

- 4.1 Mealeo is not obligated to make available any particular volume of delivery opportunities for any specific time period to Delivery Partner, nor is Delivery Partner obligated to perform any minimum level or amount of work.
- 4.2 Without prejudice to 4.1, when applying to join Mealeo's pool of Delivery Partners and at regular intervals thereafter you will provide an indication of the time periods during the week in which you typically expect to be available to perform contracted Delivery Services. Mealeo places reliance on such indications provided by Delivery Partners in planning to meet customer demand. Mealeo accordingly expects Delivery Partner to inform a member of Mealeo if this changes materially, and reserves the right to terminate this Agreement if Delivery Partner is no longer able to perform contracted Delivery Services at time periods which meet Mealeo's needs.

- 4.3 It is the responsibility of Delivery Partner to engage with Mealeo's third party availability application at regular intervals. Mealeo uses a third party application for Delivery Partners to confirm their availability and willingness to perform contracted Delivery Services in a particular geographic location during a particular time period.
- 4.4 When Delivery Partner has confirmed their availability to perform contracted Delivery Services during a particular time period, it is the responsibility of Delivery Partner to log on to the driver app during this period and to actively accept any delivery opportunities / service fee offers in the geographic zone which Delivery Partner is able to accept.
- 4.5 Delivery Partner ensures that they will perform the contracted Delivery Services in accordance with the Service Delivery Standards set out in the Schedule 5 below, and agrees to maintain a professional appearance consistent with industry standards. However, and for the avoidance of doubt, Delivery Partner will not be subject to the supervision, direction or control of Mealeo in performing the Services.
- 4.6 Delivery Partner must immediately notify a member of Mealeo's Team if they become unable to perform contracted Delivery Services during a time period that they have previously agreed to work in accordance with 4.3. For the avoidance of doubt, no fee shall be payable in respect of such period.

## **5 SERVICE DELIVERY STANDARDS**

- 5.1 For the duration of any Engagement, Delivery Partner agrees to faithfully and diligently devote best efforts, skills and abilities to the performance of contracted Delivery Services in a professional manner that is at least consistent with industry standards, including but not limited to the following:
- i. Delivery Partner agrees to be located within a reasonable distance of delivery restaurants and outlets in its Market.
  - ii. Delivery Partner agrees to pick up each order at the restaurant or outlet in a timely manner. Delivery Partner agrees to comply with all reasonable identification or other requirements imposed by restaurants.
  - iii. Delivery Partner agrees to deliver orders to customers in a timely manner. Delivery Partner agrees to follow reasonable delivery instructions provided by customer.
  - iv. Delivery Partner agrees to promptly notify Mealeo of any restaurant or customer issues, including without limitation any omissions or mistakes in any food order or in any delivery address provided.
  - v. Delivery Partner agrees to use Email, SMS Text, or mobile Phone to communicate order status with restaurants and / or customers, including acceptance of order or delivery opportunity, arrival at restaurant or outlet, receipt of food and completion of delivery. Delivery Partner acknowledges that Mealeo may be updated periodically and the type and timing of communications may change. If there are technical issues with the Driver Email, SMS Text, or mobile phone, Delivery Partner is responsible for promptly notifying Mealeo, and Mealeo may prohibit Delivery Partner from performing contracted Delivery Services until the Driver tools are functional.
  - vi. Delivery Partner agrees that contracted Delivery Services will be performed in a safe manner and in compliance with all applicable traffic laws, regulations and guidelines.
- 5.2 Unless otherwise agreed to between Mealeo and Delivery Partner or as otherwise required by law, Mealeo is not obligated to pay Delivery Partner any Service Fees or other payments associated with orders not completed in material compliance with this Agreement. Delivery Partner will not circumvent or attempt to circumvent the conditions or requirements of this Agreement.
- 5.3 Subject to compliance with this Agreement (including the service level commitments set forth in this Section 5), Delivery Partner will be solely responsible for determining how to perform the contracted Delivery Services, including but not limited to whether to utilize Subcontractors to perform all or some of the contracted Delivery Services, and Mealeo will have no right to, and will not, control or prescribe the

manner, method or means Delivery Partner uses to complete contracted Delivery Services. The provisions of this Agreement reserving ultimate authority in Mealeo have been inserted solely to achieve compliance with federal, state or local laws, regulations and interpretations thereof.

- 5.4 Nothing herein will preclude Delivery Partner from providing services to any other business, including a business directly competing with Mealeo. Such services may be performed concurrently with the contracted Delivery Services during any Engagement, provided that such concurrent services do not hinder Delivery Partner's performance of contracted Delivery Services during such Engagement. Notwithstanding the foregoing, Delivery Partner will not divert or attempt to divert any Mealeo restaurants or customers to a competitive service or directly to Delivery Partner.
- 5.5 Failure to comply with any part of this Section 5 will constitute a material breach of this Agreement.

## **6 EQUIPMENT**

6.1 Delivery Partner maintains at its own expense all equipment it deems necessary and advisable to perform contracted Delivery Services. Should Delivery Partner not have necessary equipment outlined herein section 6, Mealeo will lease necessary equipment to Delivery Partner. To the extent Delivery Partner uses its own equipment, Delivery Partner certifies that such equipment meets all industry and regulatory standards, will be in good working condition, and is in a smoke-free vehicle. Delivery Partner acknowledges that without limiting the generality of the foregoing, the following equipment is necessary to provide contracted Delivery Services:

6.2 Motor vehicle or bicycle, as agreed between Mealeo and Delivery Partner (unless Delivery Partner is engaged by Mealeo to perform contracted Delivery Services exclusively on foot). Such motor vehicle or bicycle must be appropriately registered to lawfully perform delivery services in the Market(s). Delivery Partner ensures that their motor vehicle is clean, smoke-free, in a good state of repair, roadworthy and fully insured as outlined in section 12 below. Delivery Partner may but need not opt to lease / rent delivery vehicle or bicycle from Mealeo pursuant to a separate arrangement with Mealeo. Should Delivery Partner lease / rent delivery vehicle from Mealeo, Delivery Partner acknowledges and warrants that:

- i. Delivery Partner assumes full and sole responsibility of liability for any third-party claims against Mealeo that result from Delivery Partner's use of vehicle during their rental period. This assumption of liability may or may not be covered under Delivery Partner's standard commercial automobile insurance policy and is solely the responsibility of Delivery Partner to ensure this type of insurance coverage is active and current prior to leasing or renting or borrowing a vehicle from Mealeo.
- ii. In the event that Delivery Partner damages the vehicle in any capacity or manner, Delivery Partner must reimburse Mealeo for any / all costs to repair the vehicle, and may result in a deduction / withholding from payments owed to Delivery Partner as necessary.
- iii. Mealeo is not vicariously liable to any third parties for injuries or damage sustained in any / all accidents resulting from Delivery Partner's use of vehicle.

6.3 A data-enabled smartphone with a data plan which enables Delivery Partner to access voice and data services at all times while this Agreement is in force. Network access must be generally available and smartphone must be sufficiently charged at all times while Delivery Partner is performing contracted Delivery Services. The smartphone may not be jailbroken (if iPhone) or rooted (if Android), or otherwise altered to circumvent requirements or processes of Mealeo.

6.4 Delivery Partner agrees to download / install or permit Mealeo to download / install, such applications as are required for Delivery Partner to perform contracted Delivery Services and will also update to newer versions as they become available, and apply revisions and fixes to such software as may be required by Mealeo.

6.5 Insulated delivery bags / coolers. At a minimum, Delivery Partner is required to have an insulated bag that

holds up to four or more large pizza boxes at one time; an insulated duffel bag that holds up to eight standard takeout food containers at one time. Should Delivery Partner not have said insulated bags, Mealeo will lease two bags to Delivery Partner for \$45.00 US Dollars. Delivery Partner may pay Mealeo directly at the time Mealeo furnishes bags to Delivery Partner, or may optionally have lease payments Withheld / deducted from payments owed to Delivery Partner.

- 6.6 At a minimum, one piece of apparel (a sweatshirt, t-shirt or hat) associated with Mealeo's logo or brand. This helps Mealeo's partner restaurants and outlets identify Delivery Partner is associated with and providing Delivery Services for Mealeo when picking up orders from restaurant's location. Delivery Partner may pay purchase apparel (sweatshirt, t-shirt or hat) on Mealeo's website or directly from Mealeo for \$25.00 US Dollars. Delivery Partner may pay Mealeo directly at the time Mealeo furnishes apparel to Delivery Partner, or may optionally have payment withheld from payments owed to Delivery Partner.

## **7 SERVICE FEES, INVOICING AND PAYMENT FOR SERVICES**

- 7.1 For each accurate delivery completed Mealeo will pay Delivery Partner Service Fees for the contracted Delivery Services in the amounts and pursuant to the terms of the agreed upon Service Fee Schedule (the "Earn Amount") offered to Delivery Partner via Mealeo's driver app. Completed and accurate Delivery Services are classified as the following:

- i. An on time and accurate pick up, for these purposes, being the collection of the exact and appropriate number of Order Items from a restaurant or outlet.
- ii. An on time and accurate delivery, for these purposes, being the delivery of the exact and appropriate number of Order Items that Delivery Partner picked up from restaurant or outlet as described in 7.1i to the correct customer of Mealeo.

It is Delivery Partner's responsibility to depart the restaurant or outlet with the correct number of food and beverage items ordered, and to perform the delivery safely and on time.

- 7.2 Mealeo reserves the right to reduce, deduct or withhold payments owed to Delivery Partner should Delivery Partner:

- i. Complete a delivery 10 minutes or more past the delivery time which is part of the contracted Delivery Services offer made to Delivery Partner by Mealeo, prior to Delivery Partner accepting the contracted Delivery Services.
- ii. Not successfully complete a Contracted Delivery that's been accepted, acknowledged or started by Delivery Partner.
- iii. Be unavailable to perform contracted Delivery Services for the duration of a shift Delivery Partner has requested to be scheduled for and committed to.
- iv. Decline / Reject delivery offers during a shift Delivery Partner has requested to be scheduled for and committed to.

- 7.3 Delivery Partner agrees that: (i) cancelling or failing to accurately complete a pick up or delivery after it's been accepted by Delivery Partner (a "Service Failure"); (ii) being unavailable for the duration of a shift Delivery Partner has requested to be scheduled for and committed to; and (iii) declining / rejecting delivery offers during a shift Delivery Partner has requested to be scheduled for and committed to will result in a deduction or withholding from payments owed to Delivery Partner. Mealeo shall make the initial determination as to the amount that shall be deducted or withheld from Delivery Partner based on the estimated damages Delivery Partner's actions have cost Mealeo in losses. Delivery Partner shall have the right to challenge Mealeo's determination through any legal means contemplated by this Agreement, however, Delivery Partner shall notify Mealeo in writing of the challenge and provide Mealeo the opportunity to resolve the dispute

- 7.4 Delivery Partner shall retain any and all cash tips or gratuities paid to them directly by any of Mealeo's customers and shall remit such gratuities to any Subcontractors in accordance with applicable law.
- 7.5 From time to time, Mealeo may offer opportunities for Delivery Partner not outlined herein to earn more money for performing contracted Delivery Services in specified areas, on specific days, or at specified times. These opportunities for Delivery Partner to earn more money will be notified to Delivery Partner in advance of contracted Delivery Service opportunities and are offered and awarded to Delivery Partner at the sole discretion of Mealeo.
- 7.6 Shall Mealeo fail to remit payment for contracted services in a timely manner, Delivery Partner shall inform Mealeo in writing either via email to [payments@mealeo.com](mailto:payments@mealeo.com) or the Delivery Partner Portal which Delivery Partner has access to at all times and provide a reasonable opportunity to cure it. Shall Mealeo not cure it with proper payment, Delivery Partner shall have the right to seek proper payment by any legal means outlined / contemplated by this Agreement.
- 7.7 Delivery Partner will indemnify Mealeo and keep Mealeo indemnified against any claim or demand made against Mealeo in respect to any income tax, value added tax, any other tax or national insurance or social security contributions due on fees payable under this Agreement and against any interest or penalties imposed in connection with an such tax or contributions. Delivery Partner will inform Mealeo of their social security number or tax reference number on request. Mealeo may at its option satisfy such indemnity in whole or in part by way of deductions from any payments owed to Delivery Partner.

## **8 DISPUTES**

- 8.1 Payments by Mealeo to Delivery Partner under the terms of this Agreement will be deemed complete and accurate unless disputed by Delivery Partner in accordance with the following requirements:
- i. To dispute a payment, Delivery Partner must submit written notice of the dispute to Mealeo within 21 days of receipt of payment either via email to [payments@mealeo.com](mailto:payments@mealeo.com) or via the Delivery Partner Portal which Delivery Partner has access to at all times.

## **9 ENTIRE AMOUNT & EXPENSES**

- 9.1 The Service Fees and any gratuities paid to Delivery Partner pursuant to this Agreement constitute the entire amount to be paid by Mealeo for performance of contracted Delivery Services by Delivery Partner or any Subcontractors.
- 9.2 Delivery Partner acknowledges and agrees that it is solely responsible for all costs and expenses arising from its performance of contracted Delivery Services, including but not limited to costs related to Subcontractors and equipment. Except as otherwise required by law, Delivery Partner assumes all risk of damage or loss to any equipment used to perform contracted Delivery Services, and Delivery Partner represents and warrants that:
- i. He / she can lawfully acquire all equipment, including vehicles and insulated delivery bags / coolers necessary for performing contracted Delivery Services, and Delivery Partner is solely responsible for ensuring that the vehicle used conforms to all vehicle laws pertaining to safety, equipment, inspection and operation capability.

## **10 REPORTING**

- 10.1 Mealeo will report all Service Fees paid to Delivery Partner on a calendar year basis using an IRS Form 1099. Delivery Partner agrees to report all such payments to the appropriate federal, state and local taxing authorities.

## 11 WARRANTIES

11.1 As strict conditions of this Agreement Delivery Partner warrants that:

- i. Delivery Partner is a self-employed independent contractor in business on their own account.
- ii. Delivery Partner has the right to reside and work in the United States and has all necessary visas, licenses and permits allowed them to do so.
- iii. Delivery Partner is at least 19 years of age and has had a valid driver's license for at least 2 years consecutively, and has the appropriate level of certification necessary and required or advisable to operate the vehicle used to perform contracted Delivery Services.
- iv. Delivery Partner has a safe driving record should Delivery Partner perform contracted Delivery Services using a motor vehicle such as a car, motorcycle, scooter or moped.
- v. Delivery Partner has not been convicted of a crime reasonably likely to negatively impact Delivery Partner's ability to perform contracted Delivery Services including but not limited to any crimes relating to violence, weapons, theft, robbery, burglary, dishonesty, fraud, embezzlement, sex-related crimes, or any other similar crimes.
- vi. Delivery Partner maintains at its own expense vehicle insurance for every vehicle used to perform contracted Delivery Services. Such vehicle insurance must provide insurance coverage for all activities arising in connection with the contracted Delivery Services, and must satisfy all applicable state and local insurance requirements (including minimum coverage amounts). Mealeo reserves the right to require that it be named as an additional insured on any policy required hereunder.
- vii. Prior to performing contracted Delivery Services, Delivery Partner agrees to provide proof of the insurance coverage as specified herein. Delivery Partner further agrees to provide updated proof of insurance each time it renews or alters such insurance coverage. Delivery Partner must provide Mealeo written notice at least 30 days prior to the cancellation of any insurance policy specified herein.
- viii. Delivery Partner acknowledges that it may be subject to periodic background and motor vehicle report checks, and may be required to supply proof of license, equipment or insurance upon request.
- ix. Delivery Partner will account to appropriate authorities for any income tax or national insurance contributions due in respect of sums payable in connection with this Agreement.
- x. When and if performing contracted Delivery Services using a motor vehicle such as a car, it will be free of smoke or any fragrance or odor resulting from the use of cigarettes, cigars, marijuana, tobacco or any other similar substances.
- xi. Delivery Partner will not, at any time, operate a motor vehicle while under the influence of drugs or alcohol. Delivery Partner acknowledges that they are responsible for any and all charges, penalties and fines relating to their usage of the motor vehicle, including but not limited to parking charges, congestion charges and traffic offenses.
- xii. Delivery Partner will immediately inform a member of the Mealeo Team if they are involved in any accident or arrested when using their motor vehicle while performing contracted Delivery Services.
- xiii. Delivery Partner will notify Mealeo immediately in the event any of the foregoing representations and warranties is no longer true.

11.2 In the event any of the foregoing representations and warranties ceases to be true ("Ineligibility"), Mealeo may immediately suspend Delivery Partner's contracted Delivery Services and / or terminate this Agreement.

## 12 INSURANCE

- 12.1 Delivery Partner agrees to obtain and maintain at their own cost current insurance in amounts and of types required by law to provide Delivery Services. Delivery Partner acknowledges that failure to secure or maintain satisfactory insurance coverage shall be deemed a material breach of this Agreement and shall result in termination of this Agreement and the loss of Delivery Partner's right to receive delivery opportunities. Delivery Partner shall, on request, supply copies of current certificates of such insurance policies together with evidence that the satisfactory premiums have been paid. Delivery Partner agrees to provide updated certificates each time Delivery Partner purchases, renews or alters Delivery Partner's insurance coverage.
- 12.2 Delivery Partner agrees that Delivery Partner will not be and is not eligible for workers' compensation benefits through Mealeo, and is solely responsible for providing Delivery Partner's own workers' compensation insurance and / or occupational accident insurance if permitted by law.

### **13 INDEMNITY**

- 13.1 Delivery Partner agrees to indemnify, protect and hold harmless Mealeo and its affiliates, and their respective employees, officers, directors and agents (collectively, the "Mealeo Indemnitees") from any and all claims, damages, demands, suits, losses, liabilities, causes of action, settlements, costs and expenses (including reasonable attorneys' fees) arising directly or indirectly from Mealeo's actions arranging and offering the contracted Delivery Services to Delivery Partner as a result of or in connection with (i) the actions or omissions of Delivery Partner, any Subcontractor or other person employed or engaged by Delivery Partner, including without limitation property damage or personal injury to, or death of, any person, or (ii) Delivery Partner's failure to comply with any term of this Agreement. Mealeo will have the right to select its counsel and direct its defense in the event a claim triggering its right to indemnification hereunder is made.
- 13.2 Delivery Partner agrees to indemnify, protect and hold harmless the Mealeo Indemnitees from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including without limitation all payroll taxes, self-employment taxes, workers' compensation premiums, and any contributions imposed or required under federal, state and local laws, with respect to Delivery Partner and any Subcontractors.
- 13.3 Delivery Partner agrees to indemnify, protect and hold harmless the Mealeo Indemnitees from any and all costs of Delivery Partner's business sought to be paid by Mealeo, including without limitation costs of wages (or back wages), employee benefits, insurance or regulatory licenses, permits or fines.
- 13.4 Unless resolved informally or in small claims court, or unless Delivery Partner has opted-out of the Arbitration Provision, all damage or injury claims between Mealeo and Delivery Partner will be resolved pursuant to the Arbitration Provision (as defined and set forth in Section 14) .

### **14 PERSONNEL & SUBCONTRACTORS**

- 14.1 Subject to compliance with this Agreement, Delivery Partner will have sole discretion over whether to use Subcontractors, and will be solely responsible for the direction and control of its Subcontractors. Delivery Partner (or its owner or principal) has no obligation under this Agreement to personally perform any contracted Delivery Services. Notwithstanding the foregoing, Delivery Partner remains liable for the performance of contracted Delivery Services by its Subcontractors, and the engagement of Subcontractors will not release Delivery Partner from any of its obligations hereunder.
- 14.2 Service Fees payable for contracted Delivery Services performed by Subcontractors will be payable to Delivery Partner. Delivery Partner assumes full responsibility, and Mealeo will not be responsible, for the payment of any compensation, wages, benefits and expenses, if any, and for all required state and federal income tax withholdings, unemployment insurance contributions, and social security taxes as to Delivery Partner and all Subcontractors (which will be determined in Delivery Partner's sole discretion), in the performance of contracted Delivery Services under this Agreement. Mealeo shall have no responsibility for any wages, benefits, expenses, or other payments due Delivery Partner's



Subcontractors, nor for income tax withholding, social security, unemployment insurance contributions, or other payroll taxes relating to Delivery Partner or his / her Subcontractors. Neither Delivery Partner nor his / her Subcontractors shall receive any wages, including vacation pay or holiday pay, from Mealeo, nor shall they participate in or receive any other benefits, if any, available to Mealeo employees.

- 14.3 Unless required by law, Mealeo will not have any withholding obligations with respect to Subcontractor compensation.
- 14.4 Delivery Partner will require all Subcontractors performing contracted Delivery Services hereunder to satisfy and comply with all the terms of this Agreement, which Delivery Partner must make enforceable by written agreement between Delivery Partner and such Subcontractors. A copy of such written agreement must be provided to Mealeo at least 5 days in advance of such Subcontractors performing the contracted Delivery Services outlined within this Agreement.

## **15 ARBITRATION PROVISION**

- 15.1 To the fullest extent permitted by law, the Parties mutually agree to resolve any and all disputes between or among them exclusively through final and binding arbitration before the American Arbitration Association (“AAA”), rather than in court or before any administrative or regulatory body. This agreement to arbitrate (“Arbitration Provision”) will extend to any dispute involving Delivery Partner, any Subcontractor, Mealeo and/or any affiliate of Mealeo for which Delivery Partner performs contracted Delivery Services. This Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) and will apply to any and all claims including but not limited to those arising out of or relating to this Agreement (including the termination of this Agreement), Delivery Partner’s independent contractor classification and status with Mealeo or its affiliates, the provision of Delivery Services hereunder or any other aspect of the relationship between the Delivery Partner, any Subcontractor, Mealeo and/or any affiliate of Mealeo, whether arising under federal, state or local statutory and/or common law. Except with respect to the enforceability, revocability or validity of the Class Action Waiver, only an arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Provision. However, notwithstanding the preceding sentence, disputes relating to the interpretation or application of the Class Action Waiver below, including its enforceability, revocability or validity, may be decided only by a court of competent jurisdiction and not an arbitrator. Regardless of any other terms of this Agreement, nothing prevents Delivery Partner from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, and nothing in this Agreement or Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this arbitration provision.
- 15.2 If either Party 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. The 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 directed at Mealeo must be delivered to 1033 Loudon Rd, Cohoes, N.Y., 12047.
- 15.3 **Class Action Waiver.** Delivery Partner and Mealeo mutually agree that by entering into this agreement to arbitrate, both wave 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 (“Class Action Waiver”). Notwithstanding any other clause contained in this 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. In any case, in which (i) the dispute is filed as a class, collective, and / or representative action and (ii) there is a final judicial determination that all or part of this 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 Class Action Waiver that is enforceable shall be enforced in arbitration. Notwithstanding any other clause contained in this Agreement or the AAA Rules (as defined below), any claim that all or part of this Class Action Waiver is enforceable, 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 this Arbitration Provision is unenforceable, unconscionable, applicable, valid, void or voidable shall be determined exclusively by an arbitrator, and not by any court.

15.4 Delivery Partner agrees and acknowledges that entering into this arbitration agreement does not change Delivery Partner's status as a self-employed independent contractor in fact and law, that Delivery Partner is not an employee of Mealeo or its customers and that any disputes in this regard shall be subject to arbitration as provided in this Agreement.

15.5 Any arbitration will be governed by the AAA Commercial Arbitration Rules ("AAA Rules"), which may be found at [www.adr.org](http://www.adr.org) or by request from Mealeo, except as follows:

- vii. The arbitration will be heard by one arbitrator selected in accordance with the AAA Rules. The arbitrator will be an attorney or retired judge with experience in the law underlying the dispute.
- viii. If the Parties cannot otherwise agree on a location for the arbitration, the arbitration will take place in the city in which Delivery Partner provided contracted Delivery Services under this Agreement.
- ix. Unless applicable law provides otherwise, as determined by the arbitrator, the Parties agree that Mealeo will pay all of the Arbitrator's fees and costs.
- x. 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.v. Except as provided in the Class Action Waiver, the arbitrator may award all remedies to which a party to the arbitration is entitled under applicable law and which would otherwise be available in a court of law, but will 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 will apply the state or federal substantive law, or both, as applicable.
- xi. 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.
- xii. The arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedures governing such motions.
- xiii. The arbitrator's decision or award will be in writing with findings of fact and conclusions of law.
- xiv. The Parties may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief if necessary to preserve the status quo or to prevent the possibility of irreversible or irreparable harm pending final resolution of arbitration proceedings.

15.6 Right to Opt Out. Delivery Partner has the right to opt out of this Arbitration Provision by sending an email notice to [optout@mealeo.com](mailto:optout@mealeo.com) stating such intention to opt out. Delivery Partner may also opt out by sending a written notice to Mealeo at 1033 Loudon Rd, Cohoes, N.Y., 12047. Attn: People Team, or such other address as may be communicated by Mealeo. In order to be effective, such opt out notice must be provided within 30 days of Delivery Partner's acceptance of this Agreement. If Delivery Partner timely opts out it will not be subject to any adverse consequences as a result of that decision and may pursue available legal remedies without regard to this Arbitration Provision. Should Delivery Partner not opt out of

this Arbitration Provision within 30 days of Delivery Partner's acceptance of this Agreement, such acceptance of this Agreement will constitute mutual acceptance of the terms of this Arbitration Provision by Mealeo and Delivery Partner.

- 15.7 Right to Consult with an Attorney. Delivery Partner acknowledges that it has been given the opportunity to consult with private counsel of its choice with respect to whether to agree to, any aspect of and any claim that may be subject to this Arbitration Provision. Except as described above, in the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable.
- 15.8 This Arbitration Provision is the full and complete agreement relating to the formal resolution of disputes covered by this Arbitration Provision. In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. The award issued by the Arbitrator may be entered in any court of competent jurisdiction.

## **16 TERMINATION**

- 16.1 Convenience. Either Party may terminate this Agreement by giving the other Party (1) day (24 hours) written notice.
- 16.2 Without prejudice to 15.1 above, Mealeo also reserves the right to terminate this Agreement with immediate effect in the event of a material breach by Delivery Partner of any obligation owed to Mealeo. Examples of material breach by Delivery Partner include, without limitation, the following:
- i. Any violation of applicable law or regulation in connection with the performance of contracted Delivery Services, whether or not such violation resulted in legal action;
  - ii. Any action or omission negatively impacting Mealeo's reputation or relationship with restaurants or customers using the Platform (including rude, obscene, negligent or otherwise unprofessional conduct while performing contracted Delivery Services);
  - iii. Any action or omission threatening the safety of Delivery Partner or Subcontractor, or any restaurant personnel or delivery customer (including without limitation, reckless driving or biking, threats or aggression, stalking and/or contacting individuals without permission); or
  - iv. Being under the influence of illegal substances or alcohol while performing Delivery Services.
- 16.3 Obligations on Termination. Upon termination of this Agreement for any reason, Delivery Partner will immediately, at its sole expense, return to Mealeo any Mealeo property provided to Delivery Partner. If Delivery Partner fails to return any Mealeo property, Delivery Partner agrees that Mealeo may withhold any amount Mealeo owes to Delivery Partner including Service Fees.
- 16.4 The rights and obligations set forth under the Arbitration Provision of this Agreement shall survive the termination of this Agreement and any Engagement(s) hereunder, and will continue in effect and inure to the benefit of and be binding upon the Parties and their legal representatives, heirs, successors and assigns.

## **17 CONFIDENTIALITY AND DETRIMENTAL REMARKS**

- 17.1 Both during the term of this Agreement and following its termination Delivery Partner must not (unless required to do so by law, protected in doing so by a legal right of protected disclosure or doing so in properly providing the contracted Delivery Services):
- i. Disclose any of Mealeo's confidential information or trade secrets to any person; or
  - ii. Use any of Mealeo's trade secrets or confidential information for any purpose other than Mealeo's.

- 17.2 The words “confident information” include but are not limited to:
- i. Personal data identifying or relating to any of Mealeo’s customer (including but not limited to names, addresses and other personal information such as dietary requirements and details of other household members), suppliers or employees;
  - ii. Training materials, and other confidential material provided to you during the course of Mealeo’s onboarding process;
  - iii. Details of relationships or arrangements with Mealeo’s other suppliers and business partners, including but not limited to restaurants and outlets;
  - iv. Details of Mealeo’s business methods, finances, pricing strategy, marketing or development plans or strategies; and
  - v. any other information Delivery Partner knows to have been divulged to them by Mealeo, or by a third party in the course of performing the contracted Delivery Services, in confidence.
- 17.3 The Parties agree to use each other’s Confidential Information solely to effectuate their respective obligations hereunder, and will not disclose each other’s Confidential Information to any third parties; provided, however, that Confidential Information may be disclosed to such Party’s employees, agents, contractors, subcontractors and representatives who have a need-to-know such information to perform its obligations under this Agreement, and are subject to confidentiality obligations at least as restrictive as those herein. Each Party will be responsible for any breach of this provision by its employees, agents, contractors, subcontractors and representatives.
- 17.4 All Confidential Information will remain the exclusive property of the disclosing Party. Nothing in this Agreement will be deemed to grant a Party any rights in or to the Confidential Information disclosed by the other Party, or any part thereof.
- 17.5 Delivery Partner will not make, directly or indirectly, any detrimental or derogatory comments about Mealeo, its officers, employees, business partners (including restaurants or outlets) or suppliers (including other drivers), either verbally or in writing, including in particular but not limited to on any social media platform or forum. A failure to comply with these obligations will constitute a material breach of this Agreement.
- 17.6 In the event of a breach of this Section 17, the aggrieved Party will have the right to demand the immediate return of all Confidential Information and recover its actual damages incurred by reason of such breach in accordance with the Arbitration Provision (as defined and set forth in Section 15). The Parties specifically acknowledge that the unauthorized use or disclosure of Confidential Information would result in irreparable harm for which there is no adequate remedy at law, and in such event the aggrieved Party will be entitled to an injunction pending arbitration, or any other remedy available at law or in equity to prevent further unauthorized use or disclosure, and that no bond will be required. Failure to comply with any part of this Section 17 will constitute a material breach of this Agreement.

## **18 DATA PROTECTION AND MONITORING**

- 18.1 Delivery Partner acknowledges that Mealeo may need to process personal data about Delivery Partner for a variety of legal and administrative purposes. This data may include information relating to arrangements with Delivery Partner and Delivery Partner’s performance of the contracted Delivery Services and for the purposes of record keeping and invoicing.
- 18.2 Delivery Partner may have access to personal data about the employees, customers and suppliers of Mealeo. If the performance of the contracted Delivery Services involves Delivery Partner processing personal data (whether as data controller or data processor), Delivery Partner must:
- i. Act only on instructions from Mealeo or as set out in this Agreement; and
  - ii. Take appropriate technical and organizational measures to keep the data secure and protect

against unauthorised or unlawful processing of such data and against accidental loss or destruction of, or damage to, such data.

## **19 LIMITATION OF LIABILITY**

19.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MEALEO ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY: (A) PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, IN CONNECTION WITH THE PERFORMANCE OF CONTRACTED DELIVERY SERVICES, EMAIL OR SMS TEXT; (B) ERRORS, MISTAKES OR INACCURACIES OF EMAIL OR SMS TEXT; (C) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM EMAIL OR SMS TEXT; (D) ERRORS OR OMISSIONS IN ANY CONTENT OR LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE THROUGH EMAILS OR SMS TEXT; (E) BUGS, VIRUSES, TROJAN HORSES OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH EMAIL OR SMS TEXT BY ANY THIRD PARTY; OR (F) UNAUTHORIZED ACCESS TO OR USE OF MEALEO SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN BY ANY THIRD PARTY.

## **20 MISCELLANEOUS**

- 20.1 This Agreement, together with any appendices attached hereto, sets forth the default provisions governing Mealeo's engagement of Delivery Partner for the provision of contracted Delivery Services, and supersedes any and all previous agreements between the Parties, whether written or oral. Together with the terms of any Engagements agreed to between the Parties, this Agreement is the entire Agreement between the Parties with respect to the subject matter herein.
- 20.2 Failure of either Party to enforce any provision of this Agreement will not be construed as a waiver thereof, or as excusing the other Party from future performance.
- 20.3 Headings and Captions 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.
- 20.4 If any provision of this Agreement is found to be unenforceable or unlawful, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 20.5 Delivery Partner may not assign this Agreement without the prior written consent of Mealeo. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of any permitted successors and assigns.
- 20.6 Except for the Arbitration Provision above, which is governed by the Federal Arbitration Act, the choice of law for interpretation of this Agreement, and the right of the parties hereunder, shall be the rules of law of the state in which Delivery Partner performs the majority of the contracted Delivery Services covered by this Agreement.

Last Modified 4/29/19