

# Courier Agreement

This Courier Agreement (“Agreement”) is between [enter name of the Courier] (“You”) and materialdrop.com corp. dba MDROP (“MDROP”). By entering into this Agreement, You acknowledge that you have read, understand, and voluntarily agree to the MDROP Terms of Service which can be found at [www.MaterialDrop.com/termsofservice](http://www.MaterialDrop.com/termsofservice) and the MDROP Privacy Policy which can be found at [www.MaterialDrop.com/privacy](http://www.MaterialDrop.com/privacy), both of which are incorporated by this reference. In this Agreement, you and MDROP may be referred to individually as a “Party” or together as the “Parties”.

## Arbitration Notice

THIS AGREEMENT PROVIDES A MUTUAL ARBITRATION PROVISIONS IN SECTION 8 (BELOW). UNLESS YOU OPT OUT OF ARBITRATION WITHIN 30 DAYS OF THE DATE YOU FIRST AGREE TO THESE TERMS BY FOLLOWING THE OPT-OUT PROCEDURE SPECIFIED IN THE “ARBITRATION AGREEMENT AND CLASS ACTION WAIVER” IN SECTION 8, YOU AGREE THAT MOST DISPUTES BETWEEN YOU AND MDROP WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION, AND YOU ARE WAIVING YOUR RIGHT TO TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

## Recitals

MDROP provides a platform connecting individual customers (“Customers”) with MDROP’s partner retailers (“Retailers”) and independent contractor couriers (“Couriers”) to facilitate on-demand delivery of products (the “MDROP Services”). You are an independent provider of delivery services, authorized and able to satisfy any and all legal requirements necessary to perform the services contemplated by this Agreement in the geographic location in which You operate. You understand and agree that You may enter into this Agreement either as an individual or a business entity, and You desire to enter into this Agreement for the right to use and access the MDROP Services in order to receive Delivery Opportunities (defined below) and perform delivery services. You and MDROP agree to act in accordance with the terms of this Agreement

This Agreement governs the entire relationship between You and MDROP and establishes the Parties’ respective rights and obligations arising out of this relationship. You and MDROP acknowledge and agree that this Agreement is between independent businesses that are separately owned and operated. The Parties intend this Agreement to create the relationship of principal and independent contractor and not that of employer and employee. Neither Party shall have the right to bind the other by contract (or otherwise) except as specifically provided in this Agreement.

## Agreement

### 1. Courier Services

1.1 From time to time, MDROP may notify you of an opportunity to perform delivery services through the MDROP Services (a “Delivery Opportunity”). If you accept a Delivery Opportunity, you agree to use the MDROP Services to retrieve certain products from a Retailer, as directed by MDROP, and deliver the products in a safe and timely manner to a Customer (“Delivery Services”).

1.2 You acknowledge that, as a prerequisite to performing Delivery Services, you will need to consent to background checks, and continued access to the MDROP Services is contingent upon passing the background checks and otherwise complying with the terms of this Agreement (and any documents incorporated by reference). After receiving access to the MDROP Services, MDROP may conduct

additional background checks on you, in compliance with applicable law, through its background check provider. MDROP will issue you a username and password so that you can access the MDROP Services to provide the Delivery Services. You agree that only you will use the username and password, as you are the sole authorized user.

1.3 You acknowledge that MDROP does not impose any minimum or maximum amount of Delivery Services that you are required to provide. Moreover, you are under no obligation to accept any Delivery Opportunity that is offered to you. You are free to accept or reject any Delivery Opportunity, in your business judgment and discretion. If, however, you do accept a Delivery Opportunity, then you are contractually obligated to complete it. You further agree that there is no minimum or maximum number of Delivery Opportunities that MDROP will make available to you and that MDROP does not dictate the time of your performance of the Delivery Services.

1.4 You understand and agree that in providing any Delivery Services under this Agreement, You are not an employee or customer of MDROP, or any Retailer selling goods through MDROP, or any Customer purchasing goods through MDROP.

1.5 You represent that, as applicable, You possess all equipment, including a mobile telephone, modes of transportation, etc. (collectively "Equipment") and personnel necessary to lawfully provide the Delivery Services contemplated by this Agreement. Moreover, You agree that You are solely responsible for ensuring that such Equipment conforms to applicable laws, including those pertaining to health, safety, inspection, and operational capability, and that You are responsible for all costs and expenses You may incur under this Agreement, including, but not limited to, traffic tickets, tolls, parking fees, inspections, insurance, and any other costs related to Equipment. Except as otherwise required by law, You assume all risk of damage or loss to Your Equipment.

1.6 Nothing in this Agreement prohibits You, to the extent permitted by law and subject to the terms of this Agreement, from hiring, subcontracting, or otherwise engaging any other person ("Subcontractor") to assist You with the performance of a Delivery Service, provided that any such Subcontractor accepts the terms of this Agreement and separately completes the process to receive Delivery Opportunities from MDROP. You agree to bear sole responsibility for the direction and control over any Subcontractor. Specifically, to the extent You engage a Subcontractor, unless otherwise mandated by law, You assume full and sole responsibility for the payment of all amounts due or required to be withheld from Subcontractor(s) for work performed under this Agreement, including but not limited to any wages, benefits and expenses, state and federal income tax withholdings, unemployment insurance contributions, and/or social security taxes. MDROP shall have no responsibility for money or obligations You may owe Subcontractor(s), and neither You nor any Subcontractor(s) shall participate in or receive any wages or other benefits available to MDROP' employees. The Parties acknowledge and agree that any provisions of this Agreement reserving ultimate authority in MDROP have been inserted solely to achieve compliance with federal, state, or local laws, regulations, and interpretations thereof, and/or to ensure the safety of MDROP for all users.

1.7 Nothing in this Agreement shall prevent the Parties from at any time engaging in similar arrangements or business with others, including the Parties' direct competitors, and You agree to immediately notify MDROP in writing if You believe You have been restricted in any way by MDROP from engaging with or providing your services to any other entity(s).

1.8 You understand and agree that You are not required at any time to wear or use any clothing or equipment provided by or bearing MDROP's name or logo; or to purchase, lease, or rent any products, equipment, or services from MDROP.

1.9 If a Customer rejects or otherwise refuses acceptance of any product, You agree to contact MDROP for return instructions (a "Return") and You agree to execute the Return as instructed by MDROP and in accordance with this Agreement.

1.10 You agree that if you fail to complete any Delivery Service or Return in accordance with the Agreement (a "Service Failure"), MDROP reserves the right to recover any costs incurred by MDROP related to your actions or omissions.

## 2. Fees and Payment For Courier Services

2.1. Unless otherwise notified in writing by MDROP or as otherwise provided herein, You will receive payment per completed leg of Delivery Service in the amount communicated to you, through the Services, prior to your acceptance of the Delivery Opportunity. You are free to accept, reject, or ignore any Delivery Opportunities as a means to earn different rates of pay.

2.2. MDROP agrees to transmit payment(s) for all completed leg(s) of Delivery Services, to You, via direct deposit payment no later than seven (7) days after You complete the related Delivery Service, unless otherwise agreed to by the Parties. You are responsible for any applicable processing fees associated with such remittance, and You agree to accept transfer and transaction fees, as applicable, for such payments.

2.3 Customers can pay You a gratuity in cash or via other payment methods. Nothing in this Agreement shall prevent You from retaining 100% of any gratuity paid by a Customer. MDROP acknowledges it has no right to interfere with the amount of gratuity given to You by a Customer.

2.4 In the event of a Service Failure, You agree that You may forfeit all or a portion of the payment as described in this Section (depending on the extent to which the Service Failure results from Your action or omission). Any reduction of payment shall be based upon proof provided by the Customer, Retailer, You, and/or any other party with information relevant to the dispute.

2.5 In the event MDROP fails to remit payment in a timely or accurate manner, You shall have the right to seek proper payment by any legal means contemplated by this Agreement, provided, however, You first inform MDROP in writing of the failure and provide MDROP a reasonable opportunity to cure.

2.6 If you earn the minimum income established by the Internal Revenue Service, MDROP shall report all payments made to You on a calendar year basis by issuing an IRS Form 1099. You agree that MDROP may fulfill any tax-related obligations, including but not limited to providing 1099 Forms, through any means, including by electronic transmission to the email address associated with Your MDROP account as provided by You. Further, You agree to report all such payments to the appropriate federal, state, and local taxing authorities.

## 3. Communications

3.1 You agree and consent to SMS and push communications from MDROP, Retailers and Customers, that may include but are not limited to: (i) operational communications concerning your user account, sign up progress to become a Contractor or use of the MDROP Services, (ii) communications relating to Delivery Services and Delivery Opportunities, (3) news concerning MDROP and industry developments that affect your relationship with us, and (4) account verification communications. Message and data rates may apply.

3.2. You agree that MDROP may contact You by email, phone, push notifications, SMS, or by other comparable means (including by use of an automatic telephone dialing system) at the email address(es), phone(s), or phone number(s) You provide to MDROP.

## 4. Insurance

4.1. At Your own expense, You shall, during the Term of this Agreement, maintain up-to-date insurance of the types and in amounts equal to or greater than the minimum requirements as required by law in the jurisdiction in which You provide services as contemplated by this Agreement. This includes, but is not limited to, vehicle insurance that is equal to or greater than the minimum vehicle insurance coverage amounts, and types required by state or local law, workers' compensation insurance, and/or occupational accident insurance.

4.2. You agree to deliver to MDROP, upon request, up-to-date certificates of insurance as proof of coverage. You agree to make available updated certificates each time You purchase, renew, or alter Your insurance coverage. You also agree to give MDROP at least thirty (30) days' prior written notice before cancellation of any insurance policy required by this Agreement.

## 5. Confidentiality

5.1. You acknowledge and agree that in the performance of this Agreement You may have direct or indirect access or exposure to MDROP's confidential information ("Confidential Information"). Confidential Information includes MDROP's data, provider IDs, user information, Customer information, package information, and the transaction volume, marketing and business plans, business, financial, technical, operational and such other nonpublic information (whether disclosed in writing or verbally) that MDROP designates as being proprietary or confidential or that You should reasonably know to treat as confidential.

5.2. You acknowledge and agree that: (i) all Confidential Information shall remain the exclusive property of the MDROP; (ii) You shall not use Confidential Information for any purpose except to complete a Delivery Service; (iii) You shall not disclose Confidential Information to any third-party; and (iv) You shall not keep Confidential Information and shall return or destroy (with confirmation of destruction) all Confidential Information upon the termination of this Agreement or at MDROP's request.

5.3. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (i) is or becomes part of the public domain through no action or omission by You; (ii) was possessed by You prior to the date of this Agreement without an obligation of confidentiality; or (iii) is disclosed to You by a third party having no obligation of confidentiality with respect thereto.

5.4. If You becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, You will provide MDROP prompt written notice of such disclosure and will cooperate with MDROP should MDROP seek a protective order or another appropriate remedy. If MDROP waives Your compliance with this obligation or fails to obtain a protective order or other appropriate remedy, You will furnish only that portion of the Confidential Information that is legally required to be disclosed; provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

## 6. Indemnity

You agree to indemnify, protect, and hold harmless MDROP, including all parent, subsidiary, and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees (collectively "Indemnitees"), from: (i) any and all claims, demands, damages, lawsuits, losses, liabilities and causes of action arising directly or indirectly from, as a result of or in connection with the actions of You and/or any Subcontractor under

this Agreement, including but not limited to, personal injury to or death of any person (including You and/or any Subcontractor); (ii) any liability arising from Your failure to comply with the terms of this Agreement; (iii) any and all tax liabilities and responsibilities for payment of all federal, state, and/or local taxes, including, but not limited to all payroll taxes, self-employment taxes, workers' compensation premiums, and any contributions imposed or required under federal, state, and/or local laws, that are owed by You with respect to Your and/or any Subcontractors using the MDROP Services to complete Delivery Services; and (iv) all costs associated with Your business, including, but not limited to, the expense and responsibility for any and all applicable insurance, local, state, and/or federal licenses, permits, taxes, and assessments of any and all regulatory agencies, boards or municipalities. You agree that Your obligations in this Section shall include the cost of defense, including attorneys' fees, as well as the payment of any final judgment rendered against or settlement agreed upon by MDROP or any of the Indemnitees.

## 7. Term and Termination

1. This Agreement shall begin on the date indicated below your signature and remain in full force and effect until properly terminated as provided in this Section 7 (the "Term").
2. Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party.
3. MDROP may terminate this Agreement upon written notice, effective immediately, if You breach a provision of this Agreement that is incapable of being cured or, if capable of being cured, remains uncured for 10 days after written notice of the breach. A breach includes (but is not limited to) any of the following events:
  - 3.1. Your failure to maintain current insurance coverage in the amounts and types specified in this Agreement or as required by law;
  - 3.2. Your failure to complete a Delivery Service without waiver of the obligation as communicated by MDROP;
  - 3.3. Your failure to maintain all licenses, permits, authorities, registrations and/or other prerequisites to operate that are required by law or this Agreement;
  - 3.4. Any act by You that causes MDROP to violate its obligations under any applicable state, federal or local law.
  - 3.5. MDROP's receipt of a documented complaint by a Customer, employee of My Rurn, employee of a Retailer or third-party that You have engaged in conduct that a reasonable person would find physically threatening, highly offensive or harassing;

- 3.6. Your failure to reasonably cooperate with MDROP in the investigation of or response to any claim (insurance, civil, or otherwise) arising out of or related to Your and/or Subcontractor's alleged or actual acts or omissions while using MDROP Services; or
- 3.7. Your failure to provide Delivery Service in a manner consistent with MDROP's effective operation of the MDROP Services.

## 8. Arbitration Agreement and Class Action Waiver

Subject to the exceptions described below, all disputes arising out of or related to this Agreement or any aspect of your relationship with MDROP, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, will be resolved through final and binding arbitration before a single arbitrator instead of in a court by a judge or jury. Arbitration procedures are simpler and more limited than rules applicable in court.

Arbitration is mandatory for the claims covered under this arbitration agreement. You agree that MDROP and you are each waiving the right to trial by a jury, and that any arbitration will take place on an individual basis. You hereby waive the ability to participate in a class action. The parties agree that the arbitrator will have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this arbitration agreement.

You and MDROP each retain the right to: (i) bring an individual action in small claims court and (ii) seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement or misappropriation of a party's trade secrets or intellectual property rights.

You will also have the right to litigate any other dispute that would otherwise be subject to this arbitration agreement if you opt out of the arbitration agreement by sending an email to [legal@MaterialDrop.com](mailto:legal@MaterialDrop.com) or a letter to MDROP Legal, 621 Kalamath St, Denver, Colorado 80204 within 30 days after the date you first agree to these Terms of Service. If you don't provide MDROP with a timely opt-out notice, this arbitration agreement applies.

The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (currently available at <https://www.adr.org/Rules> or by calling the AAA at 1-800-778-7879). The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines that an in-person hearing is appropriate. Any in-person appearances will be held at a location that is reasonably convenient to both parties. If the parties are unable to agree on a location, the arbitrator will determine the location. If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, MDROP will contribute to your filing and hearing fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. The arbitrator's decision will follow the terms of this Agreement (including the Limitation of Liability provision) and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction.

## 9. Miscellaneous

9.1 Survival. The terms that by their nature may survive termination shall remain in effect and survive the termination of this Agreement.

9.2 Notices. All notices under this Agreement will be in writing. Each notice will be deemed to have been received by the Party to which it was addressed: (i) when delivered if delivered personally, (ii) when received by the addressee if sent by overnight courier, (iii) on the fifth business day after the date of mailing if sent by certified mail, or (iv) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient.

9.3 Assignment; Binding Effect; Severability. This Agreement may not be assigned or otherwise transferred by either Party without the prior written consent of the other; provided, however, that MDROP may assign in connection with a merger or sale of all or substantially all of its assets or to a company controlling, controlled by, or under common control with it. If any term or provision of this Agreement is deemed invalid or unenforceable, the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

9.4 Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire understanding of the parties with respect to its subject matter and supersedes all prior agreements and understandings of the parties. No modification, change, amendment, or any waiver of rights with respect to this agreement will be binding unless in writing signed by both Parties. No waiver of any violation or nonperformance of this Agreement in one instance will be deemed to be a waiver of any subsequent violation or nonperformance.

MDROP

Courier

Signature \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_