

INDEPENDENT CONTRACTOR AND TECHNOLOGY SERVICES AGREEMENT

This Independent Contractor and Technology Services Agreement (“Agreement”) is entered into on this present day, 2019 (the “Effective Date”) by and between **Zinoff & Company, LLC** dba DeliverThat (the “Company”), an Ohio limited liability company, and yourself (“Contractor”). The Company and Contractor each desire to enter this Agreement, whereby Contractor will provide delivery services to the Company based upon the terms and conditions set forth herein. The parties agree as follows:

1. The Parties

1.1 **Company** is a company that provides an online marketplace platform using web-based technology that connects contractors, restaurants and/or other businesses, and consumers (“Company Platform” or “Platform”). The Company’s software and Platform permits various restaurants and businesses to schedule delivery of catered food orders and/or other goods to various consumers and places of business. Once such orders are scheduled, the Platform notifies contractors that a Delivery Opportunity, as defined below, is available, and the Platform facilitates completion of the delivery. For the purposes of clarification, the Company is not a restaurant, food delivery service, or food preparation business.

1.2 **Contractor** is an independent provider of delivery services, authorized to conduct the delivery services contemplated by this Agreement in the geographic location(s) in which Contractor operates. Contractor possesses all equipment and personnel necessary to perform the delivery services contemplated by this Agreement in accordance with applicable laws. Contractor desires to enter into this Agreement for the right to receive delivery opportunities made available through the Company’s Platform. Contractor understands and expressly agrees that he or she is not an employee of Company. Contractor agrees and understands: (i) he or she is free to select those times he or she wishes to be available on the Platform to receive Delivery Opportunities; (ii) he or she is free to accept or reject the Delivery Opportunities transmitted through the Platform by consumer; and (iii) he or she has the sole right to control the manner in which deliveries are performed and the means by which those deliveries are completed.

2. Consulting Services and Contractor’s Obligations.

2.1 Services. From time to time, the Company Platform will notify Contractor of the opportunity to complete deliveries from restaurants or other businesses to consumers in accordance with orders placed by consumers through the Platform (“Delivery Opportunity”). Contractor shall have certain obligations in relation to each Delivery Opportunity he or she chooses to accept (the “Services”).

2.2 Contractor’s Obligations and Duties. For each Delivery Opportunity Contractor chooses to accept Contractor agrees to: (i) retrieve the orders from restaurants or other businesses, (ii) ensure the order was accurately filled, and (iii) deliver the order to consumers in a safe and timely fashion. Contractor has the right to cancel, from time to time, a Delivery Opportunity when, in the exercise of Contractor’s reasonable discretion and business judgment, it is necessary to do so. Contractor’s duties and assignments shall be as defined by the Company. The Company shall have no power to direct, supervise, or control Contractor with respect to the means, manner, or method of the provision of Services hereunder, and the Contractor, in his or her independent judgment, shall select the means, manner, and method of performance of the Services. For the purposes of clarification, the Company does not require any specific type, or quality, of Contractor’s choice of transportation. Moreover, Contractor is not required to use any signage or other designation of Company on his or her vehicle or person at any point in their use of the Platform to perform the Services. While Contractor is not required to wear a Company-branded uniform, Contractor is encouraged to dress in professional manner when performing Services. For safety reasons, Contractor is expected to wear closed-toed shoes when performing Services.

2.3 Quality of Services. The quality of Contractor's Services is a material term of this Agreement. Should any portion of Contractor's Services be deemed unsatisfactory in the Company's sole discretion, Company may reject the same. Contractor may then take such steps necessary to remove the cause or basis for such disapproval. Contractor shall perform the Services in accordance with the terms and subject to the conditions set forth in this Agreement, and in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services. Contractor shall use his or her best efforts to perform the Services in accordance with the highest standards and shall complete these Services with integrity and honesty so as to maintain the reputation, good will, and the name of the Company.

2.4 Equipment. Contractor represents that he or she has or can lawfully acquire all equipment, including vehicles for transportation and at least two (2) food cold and hot bags ("Food Bags") necessary for performing Services, in accordance with industry standards. Contractor is solely responsible for ensuring that the transportation vehicle used conforms to all vehicle laws pertaining to safety, equipment, inspection, and operational capability. Contractor may opt to purchase Food Bags from Company. Contractor may choose to deduct the cost of purchased Food Bags from Company from payment earned for completion of Services

2.5 Contractor's Representations, Warranties, and Agreements Regarding Contractor Information.

2.5.1. "Contractor Information" shall mean any information concerning or relating to Contractor (including without limitation information about Contractor that, either by itself or when combined with information from other available sources, allows Contractor to be personally identified) that is provided to Company by Contractor or on Contractor's behalf, through the Company's website, the Company Platform, or otherwise.

2.5.2. Contractor consents to Company's collection and use of Contractor Information to create an application, an account, and/or profile that will allow Contractor to use the Company Platform and participate in the Services. Contractor is solely responsible for Contractor Information and agrees to provide and maintain at all times accurate, current and complete Contractor Information. While Contractor retains sole ownership of Contractor Information, Contractor grants to Company a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sub-licensable right and license to use the Contractor Information as may be necessary to permit Contractor to apply to be a Company contractor, to use the Company Platform, and to participate in the Services and/or to permit Company to perform its rights and obligations under this Agreement.

2.5.3 Contractor agrees that Company may obtain information about Contractor, including Contractor's criminal and driving records, from one or more third parties, and Contractor agrees to provide any further necessary authorizations to facilitate Company's access to such information during the term of the Agreement.

3. Payment

3.1 Invoices. Contractor shall submit weekly invoices to the Company for Services rendered in the prior week.

3.2 Payment. As compensation for Contractor's Services, the Company will pay, or cause to be paid in accordance with the Company's fee schedule for Services, as set forth in Exhibit A of this Agreement. From time to time, Company may offer opportunities for Contractor to earn more money for performing Contracted Services at specified times or in specified locations.

3.3 Timing of Payment. Payment for Services shall be remitted weekly for Services completed by Contractor.

3.4 Gratuity. Company's online credit card software and Platform permit consumers to add a gratuity to be paid to Contractors. Additionally, consumers can pay a gratuity to Contractor in cash. Unless consumer's requested delivery is ordered via ezCater, Inc., Contractor shall retain 100% of any gratuity paid by the consumer, whether by cash or credit card. If consumer's requested delivery is ordered via ezCater, Inc., Contractor will receive an equal portion of the gratuity pool, if any, for such Services rendered.

3.5 Expenses. Contractor shall use his or her supplies, equipment, materials, and resources in connection with the performance of the Services, as Contractor deems reasonably necessary, in his or her sole discretion. Subject to prior approval from the Company, Contractor may occasionally utilize Company resources as Contractor may reasonably request from time to time in connection with the performance of the Services. Except as expressly provided in the immediately preceding sentence, Contractor shall bear his or her own expenses and costs in providing the Services, unless Contractor receives prior, written approval from the Company for such expenditures. If the Company agrees in writing to reimburse Contractor for certain expenses, only ordinary and necessary business expenses reasonably incurred in connection with the Services and with appropriate substantiation of such expenses shall be reimbursed by the Company. Reimbursement of such agreed-upon expenses shall be paid within thirty (30) days of submission by Contractor of written invoices itemizing such expenses in a form reasonably satisfactory to the Company, properly identifying the nature and business purpose of any such expenditure, and attaching substantiation for the same.

3.6 Service Failure. In the event Contractor fails to perform fully any Services due to Contractor's action or omission (a "Service Failure"), Contractor shall forfeit all or part of the agreed upon fee for that service. If Contractor disputes responsibility for a Service Failure, the dispute shall be resolved pursuant to the "Payment Disputes" provision below.

3.7 Payment Dispute. In the event there is a Service Failure, Contractor shall not be entitled to payment as described above, as determined in Company's sole and reasonable discretion. Any withholding of payment shall be based upon statements and/or proof provided by the consumer, restaurant or other business, Contractor, and any other party with information relevant to the dispute. Company, in its sole and absolute discretion, shall make the determination as to whether a Service Failure was the result of Contractor's action/omission.

4. Term/Termination

4.1 Term. This Agreement shall commence on the Effective Date and shall remain in effect until terminated, pursuant to this Section 4.

4.2 Termination by Either Party. Either Contractor or Company may, in their sole discretion, terminate this Agreement for any reason upon providing seven (7) days prior written notice to the other party. Upon such termination, Company will have no further obligation to Contractor except the obligation to pay Contractor for Services rendered up to the date of such termination.

4.3 Termination for Material Breach. Company may terminate this Agreement immediately for breach by Contractor of any material provision of this Agreement. Thereupon, Company shall have no further obligation to Contractor except the obligation to pay Contractor for Services rendered up to the date of such termination.

4.4 Termination for Continuous Non-Service. At any time where Contractor has not performed or attempted to perform Services for a period of nine (9) continuous months, this Agreement shall terminate automatically, without prior written notice to either party. Upon such termination, the Company shall have no further obligation to Contractor except the obligation to pay Contractor for Services, if any, rendered up to the date of such termination.

4.5 Termination Upon Death. The Agreement shall terminate immediately upon the Contractor's death, in which event the Company shall have no other obligation to Contractor except the obligation to pay Contractor for Services rendered up to the date of such termination.

5. Relationship of Parties

5.1 The parties agree and acknowledge that: (i) Contractor shall perform the Services hereunder as an independent Contractor, and not as an employee of the Practice for purposes of Section 1321 of the Internal Revenue Code of 1986, as amended, and all corresponding provisions in the laws of any state or other jurisdiction; (ii) the Company and Contractor are not, and shall not be construed as parties to a joint venture, partners, agents, or employees of each other; and (iii) nothing contained herein shall be deemed to constitute an employer-employee, agency, association, partnership, or similar relationship. Neither party shall have the power to bind or obligate the other party except as specifically set forth in this Agreement. There shall be no liability on the part of one party hereto for debts incurred by the other party unless such liability has been agreed to in writing by authorized representatives of each party. Neither Contractor nor Contractor's employees shall be entitled to any Company employee benefits, including, but not limited to, life insurance, disability benefits, death benefits, accident or health insurance, or qualified pension or retirement plans. Contractor shall hold the Company harmless for Contractor's failure to pay any wages, commissions, unemployment and disability insurance, social security, pension tax, and other withholdings or deductions required by federal, state, or local laws.

5.2 Contractor shall be solely responsible for obtaining and paying for all insurance coverage related to its benefits and the performance of its responsibilities pursuant to this Agreement. This shall include, but not be limited to, automobile, disability, worker's compensation, any other kind of advisable insurance coverage, as well as comprehensive general liability insurance.

5.3 Contractor's employees, if any, who perform services for the Company under this Agreement shall also be bound by the provisions of this Agreement.

6. Insurance

6.1 Contractor agrees that during the term of this Agreement, Contractor will maintain current automobile and any other advisable insurance, in amounts and of types reasonably required and as required by law to provide the Services, at his or her own expense. Contractor acknowledges that failure to secure or maintain satisfactory insurance coverage shall be deemed a material breach of this Agreement and shall result in the termination of the Agreement and the loss of Contractor's eligibility to receive Delivery Opportunities and perform Services. Contractor agrees to deliver to Company, upon request, current certificates of insurance as proof of coverage.

6.2 Contractor agrees to provide updated certificates each time Contractor purchases, renews, or alters Contractor's insurance coverage. Contractor agrees to provide Company at least thirty (30) days' prior written notice before cancellation of any insurance policy required by this Agreement.

7. Confidential Information.

7.1 Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall be defined as any information or trade secrets about the Company including, but not limited to: the Company's financial information, marketing strategies, marketing materials, marketing techniques, technology, information of the Company including business partnerships, customer lists, customer contact information, memoranda, telephone lists, business operations, training materials, reports, notebooks, any secret or confidential

matter relating or pertaining to the Company's technology or customers, and any other information obtained from the Company, that is not known to the general public and is the subject of reasonable efforts to maintain its secrecy or confidentiality. Confidential Information shall include all information or material that has or could have commercial value or other utility in the business in which the Company is engaged. Confidential Information shall be information communicated or stored in all forms and media, written or verbal, whether contained in computer hardware, software, or application, electronically stored, or in any another form of media. Confidential Information shall also include any information that is provided to the Company by third parties and is subject to obligations of confidentiality. The Confidential Information is of substantial value and highly confidential, and is made available to Contractor solely for use by Contractor in the performance of his or her provision of Services to the Company.

7.2 Disclosure and Use of Confidential Information. Contractor will use the Confidential Information only for the purpose of performing work under this Agreement and will make no use or disclosure of the Confidential Information, in whole or in part, for any other purpose. Contractor agrees to preserve the confidential and proprietary nature of the Confidential Information at all times, including after termination of this Agreement.

7.3 Exclusions from Confidential Information. Contractor's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Contractor; (b) discovered or created by the Contractor before disclosure by the Company; or (c) learned by the Contractor through a third party other than from the Company or the Company's representatives.

7.4 Return of Confidential Information. Contractor agrees to return to the Company all Confidential Information in Contractor's possession, including all copies of Confidential Information without retaining any copy or duplicates thereof, immediately upon request or upon termination of Contractor's provision of Services to the Company.

7.5 Injunctive Relief. Contractor acknowledges and agrees that the Confidential Information protected by this Agreement is of a special and unique nature, that money damages would not be sufficient to avoid or compensate for the unauthorized use or disclosure of the Confidential Information, and that equitable relief would be appropriate to prevent any actual or threatened use or disclosure of the Confidential Information. In light of the irreparable harm to the Company that a breach of this Section 7 would cause, in addition to other remedies set forth in this Agreement, the Company shall be entitled to enjoin Contractor from any breaches of this Agreement, specifically in connection with the use or disclosure of Confidential Information.

8. Protection of Company Interests.

8.1 No Breach of Prior Agreements. Contractor represents that his or her performance of all the terms of this Agreement and duties as an independent contractor will not breach any invention assignment, proprietary information, confidentiality, non-competition, or other agreement with any former employer or third party. Contractor agrees not to disclose any confidential or proprietary information of any former employer or third party that Contractor does not have the right to disclose. Contractor shall not bring with any documents or materials or intangibles belonging to Contractor or a former employer or third party that are not generally available for use by the public without restriction or compensation or have not been legally transferred to the Company. Contractor represents and warrants to the Company that there are no agreements or arrangements, whether written or oral, in effect which would prevent Contractor from performing his or her duties for the Company.

8.2 No Authorization to Bind Company. Contractor will not have the right to make any contracts, commitments, or promises for or on behalf of the Company without prior written authorization from the Company.

9. Indemnification.

9.1 Indemnification by Contractor. The Contractor agrees to indemnify and hold harmless the Company, its affiliates and their respective officers, employees, and agents from and against all claims, investigations, losses, expenses, fees including attorney fees, costs, liabilities, damages, and judgments, of whatever nature or any kind arising out of or incidental to or any way resulting from the acts or omissions of Company or Company's affiliates, employees, contractors, or agents, including other than allegations of negligence, gross negligence, or any other cognizable legal theory.

10. Notices.

10.1 All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) five (5) calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid, with written verification of receipt; or (iii) one (1) business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the other party to this Agreement at such party's address hereinafter set forth below, or at such other address as such party may designate by ten (10) days' advance written notice to the other party hereto.

11. Mutual Arbitration Agreement.

11.1 Contractor and the Company agree to submit any and all claims, demands, disputes, controversies, or causes of action, arising out of or relating to any performance required under this Agreement, or the interpretation, validity, or enforceability of this Agreement (collectively the "claims"), to binding arbitration before the Judicial Arbitration and Mediation Services, Inc. ("JAMS"), or such other arbitration service provider as mutually agreed by the parties. In the event that the parties are unable to agree upon an arbitration services provider, the Company shall select an arbitration services provider. Contractor and Company expressly agree that this Mutual Arbitration Provision is governed exclusively by the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA") and shall apply to any and all Claims between the parties, including but not limited to those arising out of or relating to this Agreement. Contractor understands and agrees that by signing this Agreement, Contractor is waiving his or her right to a jury. The arbitration shall be held in accordance with and subject to the JAMS Streamlined Arbitration Rules & Procedures then in effect. The Company will provide Contractor with a written copy of those rules upon request by Contractor. The arbitrator must be a former or retired judge or attorney with at least ten (10) years of experience. The arbitrator will be chosen by agreement of the parties. However, if the parties fail to reach agreement as to the arbitrator within thirty (30) days after service of the demand for arbitration, the arbitrator shall be appointed by JAMS in accordance with its rules. The arbitration shall take place at a location in the State in which Contractor performs Services. In the adjudication of all Claims, the arbitrator shall apply the substantive law of the State in which Contractor performs Services. Discovery will be permitted to the extent permitted by the JAMS rules then in effect and in the discretion of the arbitrator. The arbitrator shall resolve any disputes concerning discovery. Notwithstanding the foregoing, either party may apply to the courts located in the State in which Contractor performs Services for a provisional remedy, including but not limited to a temporary restraining order or a preliminary injunction, to the extent necessary to protect Confidential Information or any other confidential information. The application for or enforcement of any provisional remedy by a party shall not operate as a waiver of the agreement to submit a dispute to binding arbitration pursuant to this provision. The arbitrator's decision shall be final and binding upon the parties. The

arbitrator's decision shall include the arbitrator's findings of fact and conclusions of law and shall be issued in writing within thirty (30) days of the conclusion of the arbitration proceedings. Judgment upon the award rendered in any arbitration may be entered in any court of competent jurisdiction, or application be made to such court for a judicial acceptance of the award and an enforcement, as the FAA may require or allow.

11.2 To the maximum extent permitted by law, Contractor hereby waives any right to bring on behalf of persons other than Contractor, or to otherwise participate with other persons in, any class, collective, or representative action. Contractor understands, however, that to the maximum extent permitted by law, Contractor retains the right to bring claims in arbitration as an individual. There will be no right or authority under this Agreement for any dispute to be brought, heard, or arbitrated as a class or collective action ("Class Action Waiver"). Notwithstanding any other clause contained in this Agreement, any claim that all or part of the Class Action Waiver is unenforceable, unconscionable, void, or voidable, may be determined only by a court of competent jurisdiction and not by an arbitrator. If any provision (or portion thereof) of this Arbitration Agreement shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.

12. General Provisions

12.1 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12.2 Entire Agreement. This Agreement contains the entire agreement of the parties and any changes or modifications thereto must be in writing and signed by both parties. This Agreement constitutes the sole agreement between the Company and Contractor regarding the Services. Any additional work not specified in this Agreement must be set forth in a written request signed by both parties.

12.3 Governing Law. This Agreement shall be governed by and construed according to the laws of the State where Contractor performs Services.

12.4 Construction of Agreement; Right to Counsel. Each party agrees that the language of this Agreement shall, for any and all purposes, be construed as a whole, according to its fair meaning, not strictly for or against either party, and without regard to the identity or status of any person or persons who drafted all or any part of this Agreement. Contractor acknowledges that: (i) Contractor has been provided the opportunity to discuss the terms of this Agreement with the counsel of Contractor's choosing, (ii) Contractor fully reviewed this Agreement prior to its execution and fully understands the terms thereof, and (iii) in the event of a dispute over the meaning or interpretation of any provision of this Agreement, then the Agreement shall not be construed against any party as a result of any particular contribution to the collective drafting of this Agreement.

12.5 Counterparts. This Agreement may be executed in multiple counterparts, each of which may contain the signatures (which may be original, electronic, facsimile or copy thereof) of one or more of the parties, all of which, taken together, shall constitute one and the same instrument.

