INDEPENDENT CONTRACTOR AGREEMENT MID-SERV SOLUTIONS LLC 2025

IMPORTANT: PLEASE REVIEW THIS AGREEMENT CAREFULLY

BY ACCEPTING THIS AGREEMENT, CONTRACTOR ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTOOD ALL OF THE TERMS, AS APPLICABLE, AND HAVE TAKEN THE TIME AND SOUGHT ANY ASSISTANCE NEEDED TO COMPREHEND THE CONSEQUENCES OF ACCEPTING THIS AGREEMENT.

BY ACCESSING THE MID-SERV SOLUTIONS LLC, MID-SERV SOLUTIONS LLC SMARTPHONE APPLICATION ("MID-SERV SOLUTIONS LLC APP"), CONTRACTOR AGREES TO BE BOUND BY (1) THIS AGREEMENT, (2) THE E-SIGN CONSENT AGREEMENT (SECTION 33)

This Independent Contractor Agreement (this "Agreement") describes the rules, restrictions, and obligations that govern your provision of services through the MID-SERV SOLUTIONS LLC Platform ("Contracted Services"), as further described in section 1 below. This Agreement is between you, an independent contractor engaged in the business of performing the Contracted Services ("Contractor"), and the relevant MID-SERV SOLUTIONS LLC entity with whom you are entering this Agreement, as described below. Contractor may enter this Agreement either as an individual sole proprietor or a corporate entity. This Agreement will become effective on the date it is agreed to and accepted regardless of whether Contractor is eligible to, or ever does, perform any Contracted Services.

MID-SERV SOLUTIONS LLC is a company that provides an online marketplace and services platform using web-based technology (including the MID-SERV SOLUTIONS LLC App) that connects contractors, businesses, and consumers (together, the "MID-SERV SOLUTIONS LLC Platform"). The MID-SERV SOLUTIONS LLC Platform enables individuals and businesses ("Consumers") to place orders for goods and services from restaurants and other businesses ("Merchants") and Contractors. Once such orders are placed, the MID-SERV SOLUTIONS LLC Platform notifies Contractors that a Contracted Service Opportunity (defined in section 1 below) is available and facilitates completion of the Contracted Services. MID-SERV SOLUTIONS LLC is not a restaurant, food delivery service, or food preparation business.

Contractor is an independent provider of Contracted Services, authorized to conduct such services in the geographic location(s) in which they operate. Contractor possesses and/or controls all equipment and personnel necessary to perform the Contracted Services in accordance with applicable laws. Contractor desires to enter into this Agreement for the opportunity to receive Contracted Service Opportunities made available through the MID-SERV SOLUTIONS LLC Platform. Contractor understands and expressly agrees that they are not an employee of MID-SERV SOLUTIONS LLC or any restaurant, other business, or individual using the MID-SERV SOLUTIONS LLC Platform and that they are performing Contracted Services on behalf of themselves and their business, not on behalf of MID-SERV SOLUTIONS LLC. Contractor understands that: (i) they are free to select the times they wish to be available on the MID-SERV SOLUTIONS LLC Platform to receive Contracted Service Opportunities; (ii) they are free to negotiate their compensation by, among other things, accepting or rejecting the Contracted Service Opportunities transmitted through the MID-SERV SOLUTIONS LLC Platform, and can make such decisions to maximize their opportunity to profit; and (iii) they have the sole right to control the manner in which Contracted Services are performed and the means by which those Contracted Services are completed in accordance with applicable laws.

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

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

1. CONTRACTED SERVICES. The Contractor will provide the following services (collectively, the "Services"):

Independent Contractor will provide a pickup and drop off delivery service. Delivery will include but not limited to food delivery, grocery delivery, or package delivery. Independent contractors are not allowed to accept alcohol with any orders. Must have your own iPhone or android with reliable GPS. *****Delivery opportunities may slow, halt, or increase depending on demand.

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

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

Contractor understands and agrees that the parameters of each Contracted Service Opportunity are established by the Consumer and/or Merchant, not MID-SERV SOLUTIONS LLC, and represent the end result desired, not the means by which Contractor is to accomplish the result. Contractor has the right to cancel a Contracted Service when, in the exercise of Contractor's reasonable discretion and business judgment, it is appropriate to do so. Notwithstanding the foregoing, Failure to satisfy this obligation constitutes a material breach of this Agreement, and in such case MID-SERV SOLUTIONS LLC shall have the right to terminate this Agreement and/or deactivate Contractor's account. Contractor shall not attempt to induce or persuade a Consumer or Merchant to cancel any Contracted Service.

Contractor acknowledges that MID-SERV SOLUTIONS LLC has discretion as to which, if any, Contracted Service Opportunities to present to Contractor, just as Contractor has the discretion whether to accept any Contracted Service Opportunity.

Contractor warrants that Contractor is engaged in Contractor's own business, separate and apart from MID-SERV SOLUTIONS LLC's business, which is to provide the MID-SERV SOLUTIONS LLC Platform.

Contractor authorizes MID-SERV SOLUTIONS LLC, during the course of any Contracted Services, to communicate with Contractor, the Consumers, and the Merchants, and/or or facilitate direct communication between Contractor and the Consumers and/or Merchants, to the extent permitted by Contractor, for the purposes of assisting Contractor in their performance of the Contracted Services. Under no circumstances, however, shall MID-SERV SOLUTIONS LLC be

authorized to control the manner or means by which Contractor performs Contracted Services. This includes, but is not limited to, the following:

- a. MID-SERV SOLUTIONS LLC does not require any specific type, or quality, of Contractor's choice of transportation.
- b. Contractor does not have a supervisor or any individual at MID-SERV SOLUTIONS LLC to whom they report.
- c. Contractor is not required to use any signage or other designation of MID-SERV SOLUTIONS LLC on their vehicle or person at any point in their performance of the Contracted Services.
- d. MID-SERV SOLUTIONS LLC has no control over Contractor's personal appearance.
- e. Contractor does not receive performance evaluations by MID-SERV SOLUTIONS LLC.
- f. MID-SERV SOLUTIONS LLC does not require Contractor to maintain a certain accept or decline percentage.

In the event Contractor fails to fully perform any Contracted Service consistent with the parameters established by the Consumer and/or Merchant, or this Agreement, including the relevant Contracted Service Addendum (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.

Contractor shall comply with all applicable MID-SERV SOLUTIONS LLC policies and guidelines as may be published or communicated to Contractor from time to time.

Contractor agrees to immediately notify MID-SERV SOLUTIONS LLC in writing by submitting a Support inquiry through Independent contractor @gmail.com if Contractor's services or scope of work differ in any way from what is contemplated in this section 1.

2. PAYMENT FOR SERVICES, FEES AND DISPUTES. The MID-SERV SOLUTIONS LLC will pay compensation to the Contractor for the Services provided. Payments under this Agreement will be made as follows: Weekly on Sunday (**Sunday**) of each week for the previous week's work completed.

Weekly Direct Deposit

Through Direct Deposit, Contractors get paid on a once weekly basis for all deliveries completed between 10am -Sunday and 11:30pm - Saturday of the week worked. Payments are transferred directly to a bank account via a 3rd party processing company within a 2–3-day processing period depending on your bank. When a federal holiday falls on Monday, you may see a one-day delay from when you normally receive your pay.

Base pay will start at \$3 per accepted and completed food deliveries. One delivery assignment could include multiple orders. Pay is subject to change depending on business demand.

Base pay will start at \$6 per accepted and completed grocery deliveries. One delivery assignment could include multiple orders. Pay is subject to change depending on business demand.

What you make as a contractor depends on where, how much, and what time of day you choose to deliver.

There is a transaction processing fee charge per payout of \$1.55

Acceptance Screen

To ensure that every Contractor on the platform continues to be treated fairly and has access to consistent earnings, the offer amount Contractors see on the acceptance screen will be the minimum guaranteed amount that they will earn for each delivery. Total earnings upon the completion of the delivery may be greater than that guarantee, and Contractors see that reflected immediately in their earnings for that delivery upon completion.

No other fees and/or expenses will be paid to the Contractor unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the MID-SERV SOLUTIONS LLC in writing.

Unless a different rate of pay is negotiated or Contractor is notified otherwise by MID-SERV SOLUTIONS LLC in writing or except as provided herein, Contractor will receive payment for all Contracted Services fully performed in an amount consistent with MID-SERV SOLUTIONS LLC's provided pay model. MID-SERV SOLUTIONS LLC reserves the right to adjust or withhold all or a portion of payment owed to Contractor if MID-SERV SOLUTIONS LLC reasonably believes that Contractor has defrauded or abused, or attempted to defraud or abuse, the MID-SERV SOLUTIONS LLC Platform. From time to time, Contractor may be offered opportunities to earn more money for performing Contracted Services at specified times or in specified locations. Nothing prevents the parties from negotiating a different rate of pay, and Contractor is free to accept or reject any such opportunities to be paid at different rates.

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

For purchases that involve Consumer or Merchant payment via the MID-SERV SOLUTIONS LLC Platform, MID-SERV SOLUTIONS LLC will process payments made by such Consumers or Merchants and transmit applicable payment for the Contracted Services to Contractor. Contractor is responsible for verifying the accuracy of their bank account and/or debit card information to receive timely payments. MID-SERV SOLUTIONS LLC is not responsible for lost or late payments due to incorrect routing and/or account information.

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

From time to time, MID-SERV SOLUTIONS LLC may offer Contractor cash-based Contracted Service Opportunities. The Contractor is responsible for tracking, reporting, and paying appropriate taxes on all tips received from cash-based Contracted Service Opportunities.

From time to time, MID-SERV SOLUTIONS LLC may offer various promotions or referral programs. Contractor agrees that they will not manipulate or abuse any such promotion or referral programs by, among other things: (a) tampering with the location feature on their mobile phone; (b) collecting incentive or promotional pay when not eligible to receive such pay under relevant policies; or (c) creating multiple contractor or consumer accounts. Contractor understands that engaging in this type of manipulation or abuse constitutes a material breach of this Agreement and may lead to deactivation of their account.

(Disputes)

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

MID-SERV SOLUTIONS LLC's Failure. In the event MID-SERV SOLUTIONS LLC fails to remit payment in a timely or accurate manner, Contractor shall have the right to seek proper payment by any legal means contemplated by this Agreement and, should Contractor prevail, shall be entitled to recover reasonable costs incurred in pursuing proper payment; provided, however, Contractor shall first inform MID-SERV SOLUTIONS LLC in writing

at Independentcontrator@gmail.com of the failure and provide MID-SERV SOLUTIONS LLC a reasonable opportunity to cure it.

Tips

When using MID-SERV SOLUTIONS LLC, customers can generally choose to leave a tip when they check out. 100% of tips received by MID-SERV SOLUTIONS LLC will continue to go to the Contractor on top of base pay and or promotions. The amount MID-SERV SOLUTIONS LLC pays in base pay and promotions will never vary based on the tip amount. For example, for a delivery where a Contractor would be paid \$2 in base pay, if the customer adds a \$5 tip the Contractor would now be paid \$7.

In some cases, customers place orders through merchants directly and are not given the option to provide a tip on an order. This does not mean the customer chose not to leave a tip — it means they were not given the opportunity to leave a tip when they placed their order.

Acceptance Screen

To ensure that every Contractor on the platform continues to be treated fairly and has access to consistent earnings, the offer amount Contractors see on the acceptance screen will be the minimum guaranteed amount that they will earn for each delivery. Total earnings upon the completion of the delivery may be greater than that guarantee, and Contractors see that reflected immediately in their earnings for that delivery upon completion.

***Contractor is responsible for reporting all tips cash or electronic to the IRS.

- **3. AGE, DRIVER'S LICENSE, WORK ELIGIBILITY.** The Contractor must be at least 19 years old, have a valid domestic (US) driver's license and updated vehicle registration in your name. Driver must be legally able to work in the US and pass a background check.
- **4. TERM/TERMINATION.** Termination of this agreement will occur as follows: Either party can terminate this contract without incurring liability or penalty at any time.

This Agreement can terminate, and the Contractor's app deactivated if the Contractor fails to complete all deliveries, steal, eat, or tamper with delivery items or packages, failing to maintain standards of food safety, expired documents (it is your responsibility to update any documents), consistently late deliveries, safety issues that include dangerous driving, biking, or scooter riding, impaired/drowsy driving, texting and driving, altercations/harassment, violence or inappropriate behavior, including abusive language, Use of alcohol and drugs, discrimination, failure to comply with the law or use of the platform for any criminal activity, Failure to pass identity verification and screening criteria, Disclosing personal information without authorization, Off-Platform Services, sexual misconduct/assault. Also, fraud, persistently low ratings, accumulates 1 customer or merchant complaint, and violates any of the specified conditions (1) one time. This Agreement can also terminate if business demand declines.

FRAUD OR ABUSE OF THE PLATFORM

Much of the MID-SERV SOLUTIONS LLC platform rests on minimum business standards of integrity and fair dealing. We trust service providers to use the MID-SERV SOLUTIONS LLC platform honestly and with integrity. Accounts of service providers that abuse our services or engage in fraud, or that cause others to do the same, will be deactivated. Examples of abuse and fraud include, but are not limited to:

- Manipulating referral systems or promotions Gaming or manipulating any consumer, merchant, or Contractor referral program, Contractor pay promotions, or any other similar types of programs offered through the MID-SERV SOLUTIONS LLC platform.
- **Providing information that is fraudulent or inaccurate** Misrepresenting information during signup, providing false information to MID-SERV SOLUTIONS LLC, merchants, or consumers related to the performance of services, creating multiple accounts for the same individual, using the same phone number as an account already in use, or failing to accurately identify the mode of transportation being used to perform services.

- **Disrupting the MID-SERV SOLUTIONS LLC platform** Taking any action, either directly or indirectly, that is intended to or does damage, disable, interrupt, overburden, or impair the functionality of the MID-SERV SOLUTIONS LLC platform or the servers or networks connected to the MID-SERV SOLUTIONS LLC Platform;
- Scraping Using any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy, index, frame, monitor, conduct any systematic retrieval of data or other content from any portion of MID-SERV SOLUTIONS LLC platform or its content.
- Unauthorized Access Gaining or attempting to gain unauthorized access to the MID-SERV SOLUTIONS LLC platform and/or to any account, resource, computer system, and/or network connected to any MID-SERV SOLUTIONS LLC server. This includes any breach or circumvention of any security or authentication measures MID-SERV SOLUTIONS LLC may use to prevent or restrict access to the MID-SERV SOLUTIONS LLC platform.
- Sharing or providing access to your account Sharing your user ID, password, or any other means of access to your MID-SERV SOLUTIONS LLC service provider account with any other person or entity.
- Third party rights Using MID-SERV SOLUTIONS LLC in any way that infringes third party rights, including copyrights, trade secrets, trademarks, or other rights of any third party, including privacy or publicity rights.

VIOLATING THE TERMS OF YOUR CONTRACT

Violating any of the terms of your Independent Contractor Agreement or any other agreement or policy that you agreed to as a condition of accessing the MID-SERV SOLUTIONS LLC platform will serve as a valid basis for losing of access to certain opportunities or deactivation from the MID-SERV SOLUTIONS LLC platform. This includes but is not limited to:

- Failure to Accurately Record Completion of a Service Marking a service as complete when you did not complete it or indicating that you have completed the requirements of a service when in fact you have not. Likewise, consistent failure to timely mark a service as complete when it has, in fact, been completed.
- Failure to Complete Services in a Safe or Timely Manner Failing to provide and complete services on time and safely, while adhering to reasonable expectations of food safety, quality, and health standards as required by the merchant(s) and/or applicable law.
- Failure to Adhere to Applicable Service Level Requirements Completing any service you accept inaccurately, which includes delivering the wrong order or an order with missing items, taking any action that would impair or change the quality or presentation of any item(s), or otherwise failing to adhere to the instructions or specifications of the customer, merchant, or any other party requesting the service.

This Agreement can also terminate for a material breach of this Agreement. Notwithstanding the foregoing, MID-SERV SOLUTIONS LLC reserves the right to temporarily remove access to the MID-SERV SOLUTIONS LLC Platform for the purposes of timely investigation where fraud or abuse is suspected, including circumvention of compliance with Legal Process, or when deemed necessary by MID-SERV SOLUTIONS LLC to protect the safety and security of MID-SERV SOLUTIONS LLC users.

A regular, ongoing relationship of indefinite term is not contemplated. The MID-SERV SOLUTIONS LLC has no right to assign services to the Contractor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Contractor shall perform other services for the MID-SERV SOLUTIONS LLC, pursuant to the terms of this Agreement.

5. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor with respect to the MID-SERV SOLUTIONS LLC, and NOT an employee of the MID-SERV SOLUTIONS LLC. The MID-SERV SOLUTIONS LLC will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor. Contractor is providing a service as a business.

It is contemplated that the relationship between the Contractor and the MID-SERV SOLUTIONS LLC shall be a non-exclusive one. The Contractor also performs services for other organizations and/or individuals. The MID-SERV SOLUTIONS LLC has no right to further inquire into the Contractor's other activities.

The parties acknowledge and agree that this Agreement is between two co-equal, independent business enterprises that are separately owned and operated. The parties intend this Agreement to create the relationship of principal and independent contractor and not that of employer and employee. The parties are not employees, agents, joint venturers, or partners of

each other for any purpose. Neither party shall have the right to bind the other by contract or otherwise except as specifically provided in this Agreement (including section 33).

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

- **6. MID-SERV SOLUTIONS LLC'S CONTROL.** The MID-SERV SOLUTIONS LLC has no right or power to control or otherwise interfere with the Contractor's mode of effecting performance under this Agreement. The MID-SERV SOLUTIONS LLC's only concern is the result of the Contractor's work, and not the means of accomplishing it. Except in extraordinary circumstances and when necessary, the Contractor shall perform the Services without direct supervision by the MID-SERV SOLUTIONS LLC. Contractor can realize a profit or incur a loss while performing your services.
- **7. PROFESSIONAL CAPACITY.** The Contractor is a professional who uses his or her own professional and business methods to perform services. The Contractor has not and will not receive training from the MID-SERV SOLUTIONS LLC regarding how to perform the Services.
- **8. PERSONAL SERVICES NOT REQUIRED.** The Contractor is not required to render the Services personally and may employ others to perform the Services on behalf of the MID-SERV SOLUTIONS LLC without the MID-SERV SOLUTIONS LLC's knowledge or consent. If the Contractor has assistants, it is the Contractor's responsibility to hire them and to provide materials for them as well as pay them.
- **9. NO LOCATION ON PREMISES.** The Contractor has no desk or other equipment either located at or furnished by the MID-SERV SOLUTIONS LLC. Except to the extent that the Contractor works in a territory as defined by the MID-SERV SOLUTIONS LLC, his or her services are not integrated into the mainstream of the MID-SERV SOLUTIONS LLC's business.
- **10. NO SET WORK HOURS.** The Contractor has no set hours of work. There is no requirement that the Contractor work full time or otherwise account for work hours.
- 11. EXPENSES PAID BY CONTRACTOR, TAXES, W-9, 1099 FORM. The Contractor's business and travel expenses are to be paid by the Contractor and not by the MID-SERV SOLUTIONS LLC. Contractor will complete a W-9 Tax Form to provide personal identifiable information used for reporting income paid to you. The Contractor is responsible for paying any and all of their own income taxes, self-employment taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation and report to the IRS. The MID-SERV SOLUTIONS LLC will not withhold any state or federal taxes on your behalf. Contractor agrees to obey all tax laws and any other applicable laws.

MID-SERV SOLUTIONS LLC shall report all payments made to Contractor on a calendar year basis using an appropriate IRS Form 1099 if the volume of payments to Contractor (over \$600) qualifies for such reporting. Contractor agrees to report all such payments and any cash gratuities to the appropriate federal, provincial, and local tax authorities, as required by law. Where required by law, Contractor understands and agrees to remit all required payments to the appropriate federal, provincial, and local tax authorities.

12. CONFIDENTIALITY. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the MID-SERV SOLUTIONS LLC. Confidential Information shall mean all non-public information which constitutes, relates, or refers to the operation of the business of the MID-SERV SOLUTIONS LLC, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the MID-SERV SOLUTIONS LLC, and any and all trade secrets, customer lists, or pricing information of the MID-SERV SOLUTIONS LLC. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential

Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the MID-SERV SOLUTIONS LLC all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

- 13. INJURIES. The Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and the Contractor's employees, if any). The Contractor waives any rights to recovery from the MID-SERV SOLUTIONS LLC for any injuries that the Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Contractor or the Contractor's employees. The contractor will provide the MID-SERV SOLUTIONS LLC with a certificate naming the MID-SERV SOLUTIONS LLC as an additional insured party.
- **14. INDEMNIFICATION.** The Contractor agrees to indemnify and hold harmless the MID-SERV SOLUTIONS LLC from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the MID-SERV SOLUTIONS LLC that result from the acts or omissions of the Contractor, the Contractor's employees, if any, and the Contractor's agents.
- **15. NO RIGHT TO ACT AS AGENT.** An "employer-employee" or "principal-agent" relationship is not created merely because (1) the MID-SERV SOLUTIONS LLC has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the MID-SERV SOLUTIONS LLC has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the MID-SERV SOLUTIONS LLC and has an obligation to notify any involved parties that it is not an agent of the MID-SERV SOLUTIONS LLC.
- **16. ENTIRE AGREEMENT.** This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification, alteration, change, or amending of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.
- **17. WAIVER OF BREACH.** The waiver by the MID-SERV SOLUTIONS LLC of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.
- 18. LEGAL PROCESSES AFFECTING CONTRACTORS' APP ACCOUNT. If legal action such as a garnishment, levy, or other state, provincial, or federal legal process ("Legal Process") is brought against Contractor's App account, MID-SERV SOLUTIONS LLC will not contest on Contractor's behalf any such Legal Process and may take action to comply with such Legal Process as MID-SERV SOLUTIONS LLC determines to be appropriate in the circumstances without liability to Contractor. Contractor agrees that MID-SERV SOLUTIONS LLC may honor Legal Process that is served personally, by mail, email, or facsimile transmission at any MID-SERV SOLUTIONS LLC facility or at the office of any agent authorized by appointment or by law to receive service on behalf of MID-SERV SOLUTIONS LLC, even if such service is insufficient under law.

If Legal Process is brought against Contractor's App account, MID-SERV SOLUTIONS LLC may prohibit Contractor from utilizing payment options that MID-SERV SOLUTIONS LLC may offer to Contractor).

Contractor acknowledges that Legal Process against Contractor's App account may result in delays in payments to Contractor. MID-SERV SOLUTIONS LLC shall not be liable to Contractor on account of any losses resulting] from such delay.

19. THIRD-PARTY SERVICES. From time to time, MID-SERV SOLUTIONS LLC may enable Contractor to receive services from third parties while using the MID-SERV SOLUTIONS LLC Platform. Contractor understands that these services are subject to the terms and conditions of each such third-party provider. Contractor agrees that MID-SERV SOLUTIONS LLC is not responsible and may not be held liable for these services or the actions or omissions of any third-party provider.

<u>Payment Service</u>: This Agreement incorporates by reference the 3rd party payment service Agreements. By receiving payment from or through the MID-SERV SOLUTIONS LLC Platform via 3rd party payment services, Contractor agrees to be bound by the 3rd party services Agreement. Contractor further agrees that in the event of a conflict between the terms of the 3rd party services Agreement and this Agreement, the terms of this Agreement shall control with respect to MID-SERV SOLUTIONS LLC and Contractor's agreements with MID-SERV SOLUTIONS LLC herein.

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

20. PROPRIETARY RIGHTS AND LICENSES. All copyright, database rights, trademarks (whether registered or unregistered), design rights (whether registered or unregistered), patent applications, patents, and other intellectual property rights of any nature in the MID-SERV SOLUTIONS LLC Platform, together with the underlying software code and any and all rights in, or derived from, the MID-SERV SOLUTIONS LLC Platform, are proprietary and owned either directly by MID-SERV SOLUTIONS LLC or by MID-SERV SOLUTIONS LLC's licensors and are protected by applicable intellectual property and other laws. Contractor agrees that they will not use such proprietary information, materials, or intellectual property rights in any way whatsoever except for by use of the MID-SERV SOLUTIONS LLC Platform to perform the Contracted Services in compliance with the terms of this Agreement. No portion of the MID-SERV SOLUTIONS LLC Platform may be reproduced in any form or by any means, except as expressly permitted in the terms of this Agreement. Contractor agrees not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the MID-SERV SOLUTIONS LLC Platform or any intellectual property rights therein in any manner, and Contractor shall not exploit the MID-SERV SOLUTIONS LLC Platform or any intellectual property rights therein in any unauthorized way whatsoever.

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

Contractor acknowledges and agrees that any questions, comments, suggestions, ideas, feedback, or other information ("Submissions") provided by Contractor to MID-SERV SOLUTIONS LLC regarding the MID-SERV SOLUTIONS LLC Platform are provided freely and shall become the sole property of MID-SERV SOLUTIONS LLC. MID-SERV SOLUTIONS LLC shall own exclusive rights of such Submissions, including all intellectual property rights therein, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to Contractor.

21. INDEMNITY. MID-SERV SOLUTIONS LLC agrees to indemnify, protect and hold harmless Contractor from any and all claims, demands, damages, suits, losses, liabilities and causes of action arising directly from MID-SERV SOLUTIONS LLC's actions offering and facilitating the Contracted Services to Contractor.

Contractor agrees to indemnify, protect and hold harmless MID-SERV SOLUTIONS LLC, including all parent, subsidiary and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees, from any and all claims, demands, damages, suits, losses, liabilities and causes of action arising directly or indirectly from, as a result of or in connection with, the actions of Contractor and/or their Personnel arising from the performance of Contracted Services under this Agreement, including personal injury or death

to any person (including to Contractor and/or their Personnel), as well as any liability arising from Contractor's failure to comply with the terms of this Agreement. Contractor's obligations hereunder shall include the cost of defense, including attorneys' fees, as well as the payment of any final judgment rendered against or settlement agreed upon by MID-SERV SOLUTIONS LLC or its parent, subsidiary, and/or affiliated companies.

Contractor agrees to indemnify, protect and hold harmless MID-SERV SOLUTIONS LLC, including all parent, subsidiary, and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees, from any and all tax liabilities and responsibilities for payment of all federal, state, provincial, and local taxes, including, but not limited to all payroll taxes, self-employment taxes, workers compensation premiums, and any contributions imposed or required under federal, state, provincial, and local laws, with respect to Contractor and Contractor Personnel.

Contractor shall be responsible for, indemnify, and hold harmless MID-SERV SOLUTIONS LLC, including all parent, subsidiary, and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees, from all costs of Contractor's business, including, but not limited to, the expense and responsibility for any and all applicable insurance, local, state, provincial, or federal licenses, permits, taxes, and assessments of any and all regulatory agencies, boards or municipalities.

22. COMMUNICATIONS. By executing this Agreement, Contractor expressly agrees: (a) to accept and receive communications from or on behalf of MID-SERV SOLUTIONS LLC and its corporate affiliates, Merchants, partners, or other third parties providing services to Contractor or to or on behalf of MID-SERV SOLUTIONS LLC, including communications via email, SMS/text message, direct message, chat, calls, and push notifications to the contact information that Contractor provides in connection with Contractor's relationship or interaction with MID-SERV SOLUTIONS LLC and/or its corporate affiliates, and (b) that SMS/text messages and calls (including prerecorded/automated message calls) may be delivered to Contractor's phone or device including via an automatic telephone dialing system. The communications may include, without limitation, commercial or marketing messages; transactional or relationship messages (e.g., messages about Contracted Services, security, responses to communications initiated by Contractor, earnings for Contracted Services, updates to policies/legal agreements (e.g., privacy policies, terms of service)); newsletters; research; and customer support. The communications may be sent regardless of whether Contractor has performed any Contracted Services (e.g., if Contractor has started but not completed signing up to be a Contractor). Contractor acknowledges that receiving commercial or marketing messages (e.g., emails, SMS/text messages, pushnotifications) or calls is not a requirement or condition for Contractor to perform or engage in the Contracted Services. Message and data rates may apply, and message frequency may vary. If there are changes to Contractor's contact information (e.g., email address, phone number), Contractor agrees to update Contractor's account to help prevent or limit MID-SERV SOLUTIONS LLC inadvertently communicating with someone else.

The opt-out options for communications are set out below. If Contractor opts-out of receiving communications via one channel (e.g., email, SMS/Text message) that opt-out will only apply to the specific channel for which the opt-out is submitted (e.g., if Contractor opts-out of receiving email communications, it will not apply to SMS/text messages that MID-SERV SOLUTIONS LLC may send).

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

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

Workers' Compensation/Occupational Accident Insurance. Contractor agrees that Contractor will maintain sufficient insurance to cover any risks or claims arising out of or related to Contractor's relationship with MID-SERV SOLUTIONS LLC, including workers' compensation insurance where required by law. Contractor acknowledges and understands that,

unless otherwise required by law, Contractor will not be eligible for workers' compensation benefits through MID-SERV SOLUTIONS LLC and is instead responsible for maintaining their own workers' compensation insurance or occupational accident insurance.

24. BACKGROUND CHECK AND PERSONAL IDENTIFICATION VERIFICATION (W-9), PERSONNEL. In order to perform any Contracted Services, Contractor must, for the safety of the MID-SERV SOLUTIONS LLC Platform, pass a background check annually and identity verification administered by third-party vendors, subject to Contractor's lawful consent. Contractor is not required to perform any Contracted Services personally, but may, to the extent permitted by law and subject to the terms of this Agreement, hire or engage others (as employees or subcontractors of Contractor) to perform all or some of the Contracted Services (collectively, "Personnel"), provided any such Personnel meet all the requirements applicable to Contractor including, but not limited to, entering into a written contract between Contractor and such other party, accepting the terms of this Agreement, separately completing the process to receive Contracted Service Opportunities, and being eligible to provide the Contracted Services in the applicable geographic location. To the extent Contractor utilizes their own Personnel in the performance of Contracted Services, Contractor shall be solely responsible for the direction and control of all such Personnel.

Contractor assumes full and sole responsibility for the payment of all amounts due to their Personnel for work performed in relation to this Agreement, including all wages, benefits, holiday pay, and expenses, if any, and for all required state, provincial and federal income tax withholdings, applicable goods and services taxes (GST), insurance, duties or levies, unemployment insurance contributions, and social security taxes as to Contractor and all Contractor Personnel in the performance of Contracted Services. MID-SERV SOLUTIONS LLC is not an employer or joint employer of Contractor Personnel, and shall have no responsibility for any wages, benefits, expenses, or other payments due Contractor Personnel, nor for income tax withholding, social security, unemployment insurance contributions, or other payroll taxes relating to Contractor or their Personnel. Neither Contractor nor their Personnel shall receive any wages, including vacation pay or holiday pay, from MID-SERV SOLUTIONS LLC, nor shall they participate in or receive any other benefits, if any, available to MID-SERV SOLUTIONS LLC's employees.

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

Contractor and their Personnel shall not be required to wear a uniform or other clothing of any type bearing MID-SERV SOLUTIONS LLC's name or logo.

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

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

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

26. PRIVACY OF PERSONAL INFORMATION. Contractor may only process personal information (as that term is defined under applicable privacy laws) obtained in connection with the Contracted Services ("Personal Information") in

compliance with the terms of this Agreement and only for the limited and specified business purpose of providing the Contracted Services. Contractor shall comply with applicable privacy laws and provide the level of privacy protection for Personal Information as is required by those laws. Contractor shall not sell or share Personal Information. Contractor shall not (a) retain, use or disclose Personal Information (i) for any purpose other than the business purpose of providing the Contracted Services or (ii) outside of the direct business relationship between MID-SERV SOLUTIONS LLC and Contractor; or (b) combine Personal Information received in connection with the Contracted Services with personal information received from or on behalf of another person(s), or collected from Contractor's own interactions with individuals, unless permitted by applicable privacy laws. Contractor certifies that they understand and will comply with these requirements and restrictions.

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

27. CONTENT. Parts of the MID-SERV SOLUTIONS LLC Platform enable Contractor to provide feedback, text, photos, audio, video, information, and other content to MID-SERV SOLUTIONS LLC (collectively, "Content"). By providing Content, in whatever form and through whatever means, Contractor agrees to and grants MID-SERV SOLUTIONS LLC a non-exclusive, worldwide, royalty-free, irrevocable, perpetual, sub-licensable and transferable license to copy, modify, prepare derivative works of, distribute, publish and otherwise exploit, that Content, without limitation. To the extent permitted by law, Contractor waives its moral rights (as defined under applicable law) with respect to any Content Contractor creates or contributes and Contractor unconditionally and irrevocably consents to MID-SERV SOLUTIONS LLC (and all persons authorized by MID-SERV SOLUTIONS LLC) (i) exercising any of the rights of an owner of copyright in the Content without attribution to Contractor as the author or by attributing ownership to another person and (ii) to using, reproducing, dealing with, modifying, doing, or omitting to do, anything which would infringe or breach Contractor's moral rights in the Content. Contractor irrevocably waives and agrees not to enforce any moral rights they may have in the Content. If Content includes personal information, MID-SERV SOLUTIONS LLC's MID-SERV SOLUTIONS LLC Privacy Policy describes how MID-SERV SOLUTIONS LLC uses that personal information. Where MID-SERV SOLUTIONS LLC pays for the creation of Content or facilitates its creation, MID-SERV SOLUTIONS LLC may own that Content, in which case supplemental terms or disclosures will say that. Contractor is solely responsible for all Content that Contractor provides and warrants that Contractor either owns it or is authorized to grant MID-SERV SOLUTIONS LLC the rights described in this Agreement. Contractor is responsible and liable if any of Contractor's Content violates or infringes the intellectual property or privacy rights of any third party. Content that is, among other things, discriminatory, obscene, harassing, deceptive, violent, or illegal is prohibited, and Content must comply with all applicable MID-SERV SOLUTIONS LLC policies, including but not limited to the MID-SERV SOLUTIONS LLC Social Media. Contractor agrees that MID-SERV SOLUTIONS LLC may make available services or automated tools to translate Content and that Contractor's Content may be translated using such services or tools.

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

Contractor agrees that all information they provide to MID-SERV SOLUTIONS LLC or through the MID-SERV SOLUTIONS LLC Platform will be true and accurate and that they will promptly inform MID-SERV SOLUTIONS LLC if any information requires updating.

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

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

Contractor is not required to purchase, lease, or rent any products, equipment, or services from MID-SERV SOLUTIONS LLC as a condition of doing business with MID-SERV SOLUTIONS LLC or entering into this Agreement.

Contractor agrees to immediately notify MID-SERV SOLUTIONS LLC in writing at if Contractor's right to control the manner or method they use to perform Contracted Services differs from the terms contemplated in this section 2.

When signing up to be a user of the MID-SERV SOLUTIONS LLC Platform, Contractor's information will be used to create an account. Contractor may not create multiple MID-SERV SOLUTIONS LLC App accounts.

By entering this Agreement, Contractor also agrees to be bound by the Terms and Conditions set forth and that any breach of the MID-SERV SOLUTIONS LLC Consumer Terms of Service will be considered a breach of this Agreement. However, to the extent that this Agreement and the MID-SERV SOLUTIONS LLC Consumer Terms of Service conflict, the terms of this Agreement will take precedence.

Contractor acknowledges that when engaging with the MID-SERV SOLUTIONS LLC Platform on a mobile device, data usage rates may apply.

To prevent unauthorized access to Contractor's account and to prevent unauthorized use of Personal Information and the MID-SERV SOLUTIONS LLC Platform, Contractor agrees to protect and keep confidential all Personal Information and their email, phone number, password, and/or other means of accessing their account via the MID-SERV SOLUTIONS LLC Platform by implementing appropriate technical and organizational measures. Contractor acknowledges that unauthorized use of Contractor's account, email, phone number, password, or other means of accessing their account could lead to financial loss and access to Contractor's sensitive personal and account information. If Contractor discloses (or otherwise allows to be made known) their account information, user ID, password, or other means of accessing their account to any person or entity, Contractor assumes all risks and losses associated with such disclosure. If Contractor believes someone may attempt to use, or has accessed, Contractor's account without Contractor's permission, or that any other unauthorized use or security breach has occurred, Contractor agrees to immediately notify MID-SERV SOLUTIONS LLC.

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

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

- **29. 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.
- **30. GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida.
- 31. PRIVACY POLICY MID-SERV SOLUTIONS LLC, LLC. and its group companies (collectively, "MID-SERV **SOLUTIONS LLC**," "we," "us," or "our") are committed to protecting your privacy. MID-SERV SOLUTIONS LLC is a technology company that connects people with the best of their neighborhoods by enabling local businesses to meet consumers' needs of ease and convenience, and, in turn, generate new ways for people to earn, work, and live. This Privacy Policy ("Policy") explains how we process personal information from, of, or about: (1) individuals who have signed up, as independent contractors, to be drivers and to perform other tasks, including, without limitation, those who are considered to be runners or other similar references ("Contractor(s)") as part of the Contractor Services (as defined below); and (2) a limited group of "Non-Contractors": (a) the emergency contacts of Contractors, (b) individuals whose personal information is processed in connection with referral communications created and initiated by Contractors ("Referral(s)"), and (c) individuals who visit or access our Contractor platforms (e.g., apps, websites, etc.) but who are not Contractors. When we are processing personal information in the role or capacity of a processor, MID-SERV SOLUTIONS LLC's processing is subject to the instructions received by MID-SERV SOLUTIONS LLC from the appropriate Controller, in which case this Policy will not apply. The term "Controller" means the natural or legal person that, alone or jointly with others, determines the purposes and means of processing personal information. The term "Contractor Services" means the services and activities for Contractors available on or through https://www.mid-serv.com and the Contractor mobile application, and any other website or mobile application that links to this Policy, as well as during any written, electronic, and oral communications relating to the Contractor Services and the individuals whose personal information is covered under or by this Policy. For clarification, all references to "business" shall mean MID-SERV SOLUTIONS LLC, all references to "consumer" shall mean you, and all references to "vou" shall mean an individual covered by this Policy.

If you are a Contractor your access to and use of the Contractor Services are subject to our Independent Contractor Agreement ("<u>ICA</u>") Please make sure that you have carefully read and understood the ICA before you use the Contractor Services. By using the Contractor Services, you accept the ICA, and accept our privacy practices described in this Policy. If you do not feel comfortable with any part of this Policy or our ICA, you must not use or access the Contractor Services.

Please note that if you submit or upload personal information for, of, or about another person (e.g., in connection with a Referral, adding an emergency contact, etc.), by submitting or uploading the personal information to us or the Contractor Services you hereby certify that you have the consent or approval of the other person(s) for MID-SERV SOLUTIONS LLC and you to process the personal information in connection with the purpose(s) for which you submitted or uploaded the personal information, including, without limitation, in connection with the transmission of communications (e.g., via SMS/text messages, email, phone, etc.) by or from you and MID-SERV SOLUTIONS LLC to the other person(s).

2. Processing Activities.

A. Contractors.

In connection with the Contractor Services, MID-SERV SOLUTIONS LLC processes personal information from, of, or about Contractors in the context of their engagement as independent contractors for MID-SERV SOLUTIONS LLC. In connection with the Contractor Services, which are called contracted services in the ICA, Contractors can complete tasks and other activities.

(a) Notice at Collection.

- (1) The Categories of Personal Information that We May Collect.
- (A) **Identifiers**: Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, phone number, account name, social security number, driver's license number, passport number, license plate number, or other similar identifiers.
- (B) **Additional Information**: any additional personal information such as signature, physical characteristics or description, state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, bank account routing number, or any other financial information, medical information, or health insurance information.
- (C) **Identification Documentation**: such as drivers' license, passport, state identification card, and other similar identification documents that are used for verification purposes (e.g., age verification to be a Contractor or to make certain tasks (e.g., delivering alcohol).
- (D) **Protected Classifications**: Characteristics of protected classifications under applicable state (e.g., California) or federal law, such as race, color, national origin, religion, age, sex, gender, gender identity, gender expression, sexual orientation, marital status, medical condition, ancestry, disability, citizenship status, and military and veteran status.
- (E) **Online Activity**: Internet or other electronic network activity information, including, but not limited to, browsing history, search history, and information regarding your interaction with an internet website application, or advertisement.
- (F) **Geolocation Data**: Data that is derived from a device and is used or intended to locate an individual within a geographic area.
- (G) **Sensory Information**: Audio, electronic, visual, thermal, olfactory, or similar information, such as pictures, videos, audio recordings, etc.
- (H) **Inferences Information**: Inferences drawn from any of the information identified in this subdivision to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.
- (I) **Sensitive Personal Information**: as these terms are defined under applicable data protection and privacy laws, including precise geolocation (see below for further information); a social security, driver's license, state identification card, or passport number; racial or ethnic origin; religious beliefs; mental or physical health diagnosis; sex life or sexual orientation; or citizenship; etc. We do not use or disclose your sensitive data or sensitive personal information for purposes other than to perform the services reasonably expected by an average user, for security and legal reasons, with your consent, and/or for other purposes permitted by applicable law.
- (J) Communications Data: Such as the nature and content of communications, date and time sent, etc.
- (K) **Survey Response Data**: Such as demographic information and survey responses that you provide when you voluntarily participate in a survey for us.
- (L) **Preferences Information**: Such as language preferences, preferred region, communication preferences, delivery preferences, etc.
- (M) Contractor Services Information: Information related to your use of, and your activities in connection with, the Contractor Services, including customer reviews, task information (e.g., number of tasks accepted, number of tasks declined, delivery route information, time to complete tasks, number of tasks completed, etc.), payment amounts for each task, tip amounts, attribution and conversion path, etc.
- (N) **Verification Check Information**: includes all information returned to MID-SERV SOLUTIONS LLC when conducting checks on potential and actual Contractors, including background, vehicle registration, driving history, insurance verification checks, etc.
- (O) **Information Collected from Devices**: includes information such as magnetometer and pedometer data collected for product improvement purposes, specifically for purposes like in-store navigation.
- (2) The Business and Commercial Purposes for Which Personal Information May Be Processed. MID-SERV SOLUTIONS LLC may process and share with the categories of parties identified in Section 2.A.(b)(2) of this Policy, your personal information for the purposes set forth below.

Purposes	Categories of
	Personal
	Information

Onboarding you as a Contractor, such as conducting certain checks (e.g., background, vehicle registration, insurance and driving history checks, etc.), verifying your age for qualifying to be a Contractor, creating your account with the Contractor Services, setting up direct deposit, etc.	Identifiers Additional Information Identification Documentation Online Activity Sensory Information Sensitive Personal Information Preferences Information Verification Check Information
Administering payments to you for participation in the Contractor Services, such as processing payments, including, without limitation, payment of tips, payment for each task, for each qualifying activity in connection with the Contractor Services, including payments to MID-SERV SOLUTIONS LLC's red card and payments through your financial accounts.	Identifiers Additional Information Contractor Services Information
Operating and administering the Contractor Services, such as assessing, tracking, and reporting on a Contractor's tasks and activities in connection with the Contractor Services, including offer acceptances and declinations and acceptance and cancellation rates; tracking the number of tasks that a Contractor makes; the date and time of offer acceptances, declinations, cancellations, pick-ups and completions; time to complete tasks; delivery route information; the number of deliveries per task; customer ratings and other feedback; payment amounts; attribution and user conversion path; etc.	Identifiers Additional Information Identification Documentation Online Activity Geolocation Data Sensitive Personal Information Preference Information Information Collected From Devices Contractor Services Information
Administering our Referral programs, such as setting up Referrals, transmitting Referral communications initiated by a Contractor, tracking completion of tasks related to Contractor Services, etc.	Identifiers Communications Data Contractor Services Information
Location Tracking, we require location tracking for Contractors using the Contractor application, which may collect and process location information in the foreground and background of your device and from any photos that you provide to us. Location tracking is used to verify route information, qualify you for delivery opportunities in your area, and track your progress on a task(s) (e.g., when an order was picked up and when it was delivered).	Identifiers Geolocation Data Sensitive Personal Information
To qualify you for, and to administer your participation in, opportunities with our business partners.	Identifiers Contractor Services Information Protected Classifications Inferences Information

Communications purposes, such as (i) sending you transactional, informational and/or marketing communications via SMS/text messages, telephone calls, email, push notifications and/or through other channels/methods; (ii) if you contact us, we will use your personal information in responding to your questions or assisting with any issues raised in connection with the Contractor Services (including the content and/or materials that you provide, which will be treated as your non-confidential and non-proprietary information) and in taking actions as a result of the communications; and (iii) reviewing, storing, and/or monitoring communications between you and any MID-SERV SOLUTIONS LLC user/customer or merchant arising in connection with the Contractor Services for complying with legal and regulatory requirements; protecting people, property and interests of MID-SERV SOLUTIONS LLC, MID-SERV SOLUTIONS LLC personnel, users/customers, you, Contractors, and other persons and people; enforcing the terms and conditions between you and MID-SERV SOLUTIONS LLC; fraud detection and prevention and security purposes; assessing your performance in connection with the Contractor Services for assessment, evaluation, quality control and training purposes.

Identifiers
Communications
Data
Contractor Services
Information

Engage in marketing activities in connection with cookies and similar technologies as described in Section 3 of this Policy.

Providing advertising and marketing services, except for cross-context behavioral advertising, to the consumer provided that, for the purpose of advertising and marketing, a service provider or contractor shall not combine the personal information of opted-out consumers that the service provider or contractor receives from, or on behalf of, the business with personal information that the service provider or contractor receives from, or on behalf of, another person or persons or collects from its own interaction with consumers

Identifiers
Online Activity
Contractor Services
Information
Protected
Classifications
Sensitive Personal
Information
Inferences
Information

Administering your Contractor relationship with MID-SERV SOLUTIONS LLC

Performing services on behalf of MID-SERV SOLUTIONS LLC and operating and administering MID-SERV SOLUTIONS LLC's business, the Contractor Services and our platforms, such as maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, processing payments, personalizing the Contractor Services and our platforms; creating, enhancing, and optimizing the Contractor Services and our platforms; complying with internal policies and processes and internal and external audit requirements; performing assessments and analytics; improving offerings to Contractors; undertaking internal research for technological development and demonstration; and engaging in other activities and services on behalf of MID-SERV SOLUTIONS LLC

To comply with applicable laws, codes and regulations

To enforce the terms and conditions (i.e., the ICA) and/or other agreements between you and MID-SERV SOLUTIONS LLC

To handle enquiries, complaints, and requests

Exercising our rights and defending ourselves from claims

Protecting the interests, rights, and property of Contractors, MID-SERV SOLUTIONS LLC, MID-SERV SOLUTIONS LLC's personnel, you and other persons and parties

To monitor, investigate, prevent, mitigate, remediate, and report any alleged or actual prohibited, illicit, or illegal activities

Identifiers Additional Information Identification Documentation Protected Classifications Online Activity Geolocation Data **Sensory Information** Inferences Information Sensitive Personal Information Communications Data Survey Response Data **Preferences** Information Information Collected from Devices

Contractor Services

Verification Check

Information

Information

Helping to ensure security and integrity to the extent the use of your personal information is reasonably necessary and proportionate for these purposes	
Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by the business, and to improve, upgrade, or enhance the service or device that is owned, manufactured, manufactured for, or controlled by the business	
To qualify you for, to contact you to participate in, and to conduct, survey research activities	Identifiers Protected Classifications Online Activity Geolocation Data Sensory Information Inferences Information Sensitive Personal Information Communications Data Contractor Services Information
Short-term, transient use, including, but not limited to, non-personalized advertising shown as part of a consumer's current interaction with the business, provided that the consumer's personal information is not disclosed to another third party and is not used to build a profile about the consumer or otherwise alter the consumer's experience outside the current interaction with the business	Identifiers Online Activity Geolocation Data Sensitive Personal Information
Debugging to identify and repair errors that impair existing intended functionality	Identifiers Additional Information Online Activity Geolocation Data Sensory Information Inferences Information Sensitive Personal Information Communications Data Survey Response Data Information Collected from Devices Preferences Information Contractor Services Information
Auditing related to counting ad impressions to unique visitors, verifying positioning and quality of ad impressions, and auditing compliance with this specification and other standards	Identifiers Online Activity

- (3) *Retention of Personal Information*. For the categories of personal information collected, the personal information is retained in accordance with Section 5 of this Policy.
- (4) Categories of Personal Information that We May Sell or Share (as these terms are defined under applicable data protection and privacy laws) and the Purpose(s) for Which the Personal Information May be Sold or Shared.

Categories of Parties	Categories of Personal Information	Purposes
Advertising Partners Analytics Providers	Identifiers Protected Classifications Online Activity	Providing marketing and advertising services for the benefit of MID-SERV SOLUTIONS LLC and the Contractor Services
Media Companies (those performing cross- context behavioral advertising on behalf of MID-SERV SOLUTIONS LLC		Engaging in Cross-context behavioral advertising on behalf of and for MID-SERV SOLUTIONS LLC

b) Prior Collection, Use and Disclosure of Personal Information.

We may have collected and processed (e.g., used, shared, etc.) your personal information, as described in Section 2.A.(a) of this Policy, during the preceding 12 months. For the personal information collected during this period, we describe below: (1) the categories of sources from which we have collected the personal information, (2) the categories of parties with whom we have disclosed your personal information for our business or commercial purposes, and (3) the categories of personal information we have disclosed for a business purpose.

(1) Categories of Sources From Which We Have Collected the Personal Information.

Categories of Sources	Categories of Personal Information
Information you provide to us directly, such as when registering for the Contractor Services; communicating with us; performing tasks, actions or activities as a Contractor; etc.	Identifiers Additional Information Identification Documentation Protected Classifications Sensory Information Sensitive Personal Information Communications Data Survey Response Data Preferences Information
Information received as part of communications, such as when you communicate with us, with a user/customer, or a merchant	Identifiers Communications Data
Information collected automatically from your device, browser, or system, such as through cookies and similar technologies as described in Section 3 of this Policy	Identifiers Online Activity Geolocation Data Information Collected from Devices

Information collected in connection with a Referral	Identifiers
Information collected from linked social networks, when you link your social networks to your account with the Contractor Services	Identifiers Online Activity
Information collected from market enrichment partners, such as when we acquire additional information about you from third parties Information collected from advertising partners and analytics providers, such as in connection with our marketing campaigns	Identifiers Protected Classifications Online Activity Inferences Information
Information collected from business partners, such as when you voluntarily participate in a partnership or product offering	Identifiers Additional Information Protected Classifications Inferences Information Sensitive Personal Information
Information collected from users/customers, such as when we receive feedback/reviews or communications from users/customers in connection with your tasks and activities as a Contractor	Identifiers Contractor Services Information
Information collected from merchants, such as when we receive feedback/reviews or communications from merchants in connection with your tasks and activities as a Contractor	
Information collected from payment providers, such as when we process payments to you	Identifiers Additional Information
Information collected from third parties in connection with a background and vehicle and driver history check	Verification Check Information

(2) Categories of Parties with Whom We Have Disclosed the Personal Information for our Business or Commercial Purposes.

Categories of Parties	Categories of Personal Information
Our affiliates	Identifiers
	Additional
Vendors providing services to us or on our behalf	Information
	Identification
Professional services organizations (e.g., legal professionals, accountants, auditors, etc.)	Documentation
	Protected
Any entity, agency, department, authority or other body that we have an obligation, duty, or are	Classifications
otherwise permitted or required to disclose your personal information to (e.g., regulators,	Online Activity
government authorities, law enforcement, courts, etc.)	Geolocation Data
	Sensory Information
	Inferences
Third parties in order to participate in, or be the subject of, any sale, merger, acquisition,	Information
restructure, joint venture, assignment, transfer or other disposition of all or any portion of our	Sensitive Personal
business, assets or stock or other similar transaction(s), in which case we may disclose your	Information
personal information to prospective buyers, sellers, advisers or partners and your data may be a	Communications
transferred asset in a business sale	Data
Vendors providing services to us or on our behalf Professional services organizations (e.g., legal professionals, accountants, auditors, etc.) Any entity, agency, department, authority or other body that we have an obligation, duty, or are otherwise permitted or required to disclose your personal information to (e.g., regulators, government authorities, law enforcement, courts, etc.) Third parties in order to participate in, or be the subject of, any sale, merger, acquisition, restructure, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock or other similar transaction(s), in which case we may disclose your personal information to prospective buyers, sellers, advisers or partners and your data may be a	Additional Information Identification Documentation Protected Classifications Online Activity Geolocation Data Sensory Information Inferences Information Sensitive Personal Information Communications

Persons or parties that you instruct or direct us, or provide consent for us, to disclose your personal information to Third parties as required or permitted to comply with legal and/or regulatory requirements and obligations Parties in connection with legal proceedings	Survey Response Data Preferences Information Information Collected from Devices Contractor Services Information Verification Check Information
Merchants, such as when you are picking up an order for delivery Users/customers, such as when you are delivering an order to a user/customer	Identifiers
Social networks, such as when you link your Contractor account with a social network	Identifiers Contractor Services Information
Business partners, such as when you participate in product and partnership opportunities	Identifiers Protected Classifications Inferences Information Sensitive personal information Communications Data Preferences Information Contractor Services Information
Third parties for the performance of conducting checks (e.g., background, vehicle registration, driving history, insurance verification checks, etc.)	Identifiers Additional Information Sensitive Personal Information

3) Categories of Personal Information We Have Disclosed for a Business Purpose.

Please see the categories of personal information disclosed in Section 2.A.(a)(1) of this Policy.

B. Non-Contractors.

In connection with the Contractor Services, we may process personal information from, of, or about individuals other than Contractors, including, individuals who are listed as emergency contacts of Contractors, individuals who are referred by Contractors for opportunities to participate in MID-SERV SOLUTIONS LLC's business activities (including the Contractor Services) and individuals who visit our Contractor platforms. When a Contractor is submitting personal information of or about another individual to MID-SERV SOLUTIONS LLC, the Contractor is solely responsible for ensuring that the Contractor has your consent or approval to submit your personal information to MID-SERV SOLUTIONS LLC and for the Contractor and MID-SERV SOLUTIONS LLC using your personal information for the purposes for which it was disclosed, including for the sending of communications to you via SMS/text message, email, and through other means or mechanisms. For more information, please see the following:

(a) Notice at Collection.

- (1) The Categories of Personal Information that We May Collect.
- (A) Identifiers
- (B) Communications Data
- (C) Online Activity
- (D) Employment Information
- (2) The Business and Commercial Purposes for Which Personal Information May Be Processed. MID-SERV SOLUTIONS LLC may process and share with the categories of parties identified in Section 2.B.(b)(2) of this Policy, your personal information for the purposes set forth below.

Purposes	Categories of Personal Information
For emergency contacts, we process your personal information for purposes such as contacting you in the event of an emergency situation with a Contractor and we cannot contact the Contractor, or we feel it is reasonable and appropriate for us to contact you about the emergency; complying with applicable laws, codes and regulations; etc.	Identifiers Communications Data
For referred individuals, as applicable, we process your personal information for purposes such as facilitating a communication from the Contractor to you for the purposes of the Referral, tracking the communication and the participation of both you and the Contractor in connection with the applicable Referral program, communicating with you about any questions or issues relating to the Referral; complying with applicable laws, codes and regulations; etc.	Identifiers Communications Data Employment Information
For website visitors, we process your personal information for the purposes of engaging in marketing and advertising activities (e.g., re-targeting); operating our platforms; administering our business activities; complying with applicable laws, codes and regulations; developing, improving, and enhancing our platforms; maintaining and enhancing the security and integrity of our platforms; etc.	Identifiers Online Activity
Helping to ensure security and integrity to the extent the use of the consumer's personal information is reasonably necessary and proportionate for these purposes. Debugging to identify and repair errors that impair existing intended functionality. Performing services on behalf of the business, including maintaining or servicing accounts; providing customer service; processing or fulfilling orders and transactions; verifying customer information; processing payments; providing financing; providing analytic services; providing storage; undertaking internal research for technological development and demonstration; complying with internal policies and processes and internal and external audit requirements; performing assessments and analytics; and engaging in other activities and services on behalf of MID-SERV SOLUTIONS LLC Undertaking activities to verify or maintain the quality or safety of a service or device that is owned, manufactured, manufactured for, or controlled by the business, and to improve, upgrade, or enhance the service or device that is owned, manufactured for, or controlled by the business. To handle enquiries, complaints, and requests	Identifiers Communication Data Online Activity Employment Information
Exercising our rights and defending ourselves from claims	
Protecting the interests, rights, and property of Contractors, MID-SERV SOLUTIONS LLC, MID-SERV SOLUTIONS LLC's personnel, you and other persons and parties	

To monitor, investigate, prevent, mitigate, remediate, and report any alleged or actual prohibited, illicit, or illegal activities

To comply with applicable laws, codes and regulations

- (3) *Retention of Personal Information*. For the categories of personal information collected, the personal information is retained in accordance with Section 5 of this Policy.
- (4) *Selling or Sharing Personal Information*. We do not believe that we are selling or sharing, as these terms are defined under applicable data protection and privacy laws, personal information for these categories of data subjects.

b) Prior Collection, Use and Disclosure of Personal Information.

We may have collected and processed (e.g., used, shared, etc.) your personal information, as described in Section 2.B.(a) of this Policy, during the preceding 12 months. For the personal information collected during this period, we describe below: (1) the categories of sources from which we have collected the personal information, (2) the categories of parties with whom we have disclosed your personal information for our business or commercial purposes, and (3) the categories of personal information we have disclosed for a business purpose.

(1) Categories of Sources From Which We Have Collected the Personal Information

Categories of Sources	Categories of Personal Information
A Contractor, such as when they provide your personal information as an emergency contact or when they provide your personal information for a Referral	Identifiers Employment Information
You, such as when you communicate with us	Identifiers Communications Data
Information collected automatically from your device, browser, or system, such as when you access and interact with our Contractor platforms, such as through cookies and similar technologies as described in Section 3 of this Policy	Identifiers Online Activity

(2) Categories of Parties with Whom We Have Disclosed the Personal Information for our Business or Commercial Purposes.

Categories of Parties	Categories of Personal Information
Our affiliates	Identifiers
Vendors providing services to us or on our behalf	Communication Data Online Activity Employment
Professional services organizations (e.g., legal professionals, accountants, auditors, etc.)	Information
Any entity, agency, department, authority or other body that we have an obligation, duty, or are otherwise permitted or required to disclose your personal information to (e.g., regulators, government authorities, law enforcement, courts, etc.)	

Third parties in order to participate in, or be the subject of, any sale, merger, acquisition, restructure, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock or other similar transaction(s), in which case we may disclose your personal information to prospective buyers, sellers, advisers or partners and your data may be a transferred asset in a business sale

Persons or parties that you instruct or direct us, or provide consent for us, to disclose your personal information to

Third parties as required or permitted to comply with legal and/or regulatory requirements and obligations

The Contractor who designated you as the emergency contact (as applicable)

The Contractor who designated you as receiving a Referral (as applicable) Parties in connection with legal proceedings

(3) Categories of Personal Information We Have Disclosed for a Business Purpose.

Please see the categories of personal information identified in section 2.B.(a)(1) of this Policy.

C. Referral Program.

For the Referral programs, MID-SERV SOLUTIONS LLC enables Contractors to make or initiate Referrals to individuals for participation in Contractor Services. For a Referral, a Contractor voluntarily chooses to participate, selects the individual(s) to invite to participate in a Referral, chooses the method of communication with the referred individual (e.g., SMS/text message, email, etc.), and has full control over the content (e.g., MID-SERV SOLUTIONS LLC provides suggested content, but the Contractor may edit the content). You, as the referring Contractor, have the responsibility for ensuring that the referred individual has consented or otherwise approved of the processing of the personal information for sending Referral communications and for both you and MID-SERV SOLUTIONS LLC to process the referred individual's personal information. You, as the referring Contractor, (i) must not send communications to people who have not consented or approved of receiving the communications or who have asked you to stop sending the communications; (ii) are responsible for ensuring that the content of a communication is not deceptive, misleading, or false; and (iii) must not send Referral communications to anyone under the age of 18.

D. Aggregated and/or De-Identified Data.

We may aggregate and/or de-identify information collected through the Contractor Services. We may use the aggregated or de-identified data for any purpose, including, without limitation, for research and marketing purposes and may also share such data with any third parties, including, without limitation, advertisers, business partners, sponsors, promotional partners, event promoters and/or any other party.

3. Use of Cookies and Similar Technologies.

We use cookies, web beacons, pixels, replay session, and similar technologies to collect information and personalize your experience with the Contractor Services.

A. Cookies

Cookies are small web files that a site or its provider transfers to your device's hard drive through your web browser that enables the site's or provider's system to recognize your browser and remember certain information.

We use first-party and third-party cookies for the following purposes: (1) to make the Contractor Services function properly; (2) to improve the Contractor Services; (3) to recognize you when you return to our platforms and to remember information you have already provided, such as your preferences; (4) to collect information about your actions and activities over time and across third party websites or other online services in order to deliver content and advertising tailored to your interests; and (5) to provide a secure browsing experience during your use of the Contractor Services.

You may disable the use of cookies by modifying your browser settings. If you choose to disable cookies, you may not be able to fully experience the interactive features of the Contractor Services. For more information on cookies and how to disable cookies visit www.ftc.gov/ftc/cookies.shtm or https://www.usa.gov/optout_instructions.shtml.

B. Web Beacons

Web beacons, also known as web bugs, pixel tags or clear GIFs, are tiny graphics with a unique identifier that may be included on our platforms to deliver or communicate with cookies, in order to track and measure the performance of our platforms and services, monitor how many web visitors we have, and to monitor the effectiveness of our advertising. Unlike cookies, which are stored on the user's hard drive, web beacons are typically embedded invisibly on webpages (or in an email).

C. Replay Session

We may collect information on your use of our platforms or the Contractor Services, such as pages visited, links clicked, non-sensitive text entered, and mouse and scrolling movements. The information collected may include a recreation of your session interactions on our platforms. We take measures to utilize replay session technology to exclude and block sensitive user information.

D. Online Analytics and Advertising Technologies

We and our third-party vendors may use automated technologies (including cookie identifiers on our platforms), along with other collected information, to tailor ads or deliver content when you are on the Contractor Services or on other devices, apps or websites.

E. Targeted Advertising

We (or our service providers) may use the information we collect, for instance, IP addresses and unique mobile device identifiers, to locate or try to locate the same unique individual across multiple browsers or devices (such as smartphones, tablets, or computers), or work with providers that do this, in order to better tailor content and features and provide you with a seamless experience across devices. If you wish to opt out of such cross device tracking for purposes of interest-based advertising, you may do so through your device settings. We may also use cross-device tracking to help identify individuals accessing our platforms and our users and to serve advertising. This type of advertising is often called "interest-based" or "personalized" advertising and when it occurs on mobile apps, "cross-app" advertising.

You can learn more about interest-based advertising and how to opt-out of receiving tailored advertising managed through third party processes by visiting (i) the Network Advertising Initiative's Consumer Opt-Out link or (ii) the Digital Advertising Alliance's Consumer Opt-Out link. To opt out of Google Analytics for display advertising or customize Google display network ads, you can visit the Google Ads Settings page. These links are provided for convenience purposes only; MID-SERV SOLUTIONS LLC is not responsible or liable for the compliance practices and programs of the companies managing the opt-out processes available through the above links. For information on how to opt-out of targeted advertising through MID-SERV SOLUTIONS LLC's processes, please see Section 8 (Your Rights and Choices) of this Policy.

Please note that even if you opt-out, you may still receive advertisements from us. However, in that case, the advertising will not be tailored to your interests. Also, we do not control any of the above opt-out links or whether any particular company chooses to participate in these opt-out programs.

F. Mobile Applications

Depending on your permissions, we may receive your personal information from your Internet service and mobile device providers. Users of mobile devices who do not want to receive interest-based advertising may opt-out in several ways. Learn more about your choices for mobile devices by visiting http://www.aboutads.info/appchoices. Each operating system, (iOS for Apple phones, Android for Android devices, etc.) provides its own instructions on how to prevent the delivery of in-application targeted advertisements. You should view your device or system "Settings" to determine how you can opt out of use of your device ID for "cross-app" personalized advertising.

G. Marketing Activities.

In addition to the other marketing and advertising activities described above, please see the following additional description of certain marketing and advertising activities.

Look-alike Modeling. We may use personal information and/or link personal information to a third-party cookie or other similar technology to develop audience insights and/or look-alike models in connection with our marketing campaigns, which models are used to market or advertise the Contractor Services on third party platforms (e.g., websites, apps, etc.) to people who exhibit similar characteristics with the look-a-like modeled data.

Audience Insights/Ad Measurement. We may use the personal information collected from or about you and your use of our Contractor Services and platforms to gather audience insights and engage in ad effectiveness measurement. In connection with this activity, we may share personal and transactional information about you and your use of our Contractor Services and platforms with our service providers, processors and business partners for the purposes of ad insight and ad effectiveness measurement reporting (either on an individual user level or an aggregate level), which will be used to create, enhance, and improve our Contractor Services and platforms and to create, enhance, improve, and implement marketing campaigns and content.

Cross-Context Behavioral Advertising. We may engage in targeted marketing or advertising to a Contractor based upon the Contractor's personal information obtained from the Contractor's activity across another company's distinctly-branded websites, applications, or services, however, such activities are only on our behalf and for the benefit of us and the Contractor Services.

We also use your information to personalize your experience. For example, we may personalize the content and features you see when visiting our Contractor Services. In addition, we may personalize advertisements, marketing communications, and recommendations to make them more tailored to your interests.

4. Security.

MID-SERV SOLUTIONS LLC has implemented administrative, organizational, technical, and physical security controls that are designed to safeguard personal information. However, no online activity is ever fully secure or error-free. While we strive to protect your information, we cannot guarantee that your Personal Information is absolutely secure. Please keep this in mind when disclosing any information to MID-SERV SOLUTIONS LLC.

Please recognize that protecting your Personal Information is also your responsibility. We urge you to take every precaution to protect your information when you are on the Internet, or when you communicate with us and with others through the Internet. Change your passwords often, use a combination of letters and numbers, and make sure you use a secure browser. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of your account might have been compromised), or if you suspect someone else is using your account, please let us know immediately by contacting us as indicated in Section 13 (Contact Us) of this Policy.

5. Data Retention.

Our retention of your personal information may vary based upon the nature of our relationship with you (e.g., Contractor, Non-Contractor, etc.) and based upon several factors, including without limitation, the following:

- (a) The length of time necessary to fulfill the purpose(s) for which we collected the personal information;
- (b) When your relationship with us ceases or terminates;
- (c) The length of time it is reasonable to keep records to demonstrate that we have fulfilled our business and legal duties and obligations and contractual commitments (as applicable);
- (d) Any limitation periods within which claims can be made;
- (e) Any retention periods prescribed by law or recommended by regulators, professional bodies, or associations; and
- (f) The existence of any relevant legal proceedings.

6. Third-Party Sites.

Some of the functionality may be provided by third parties and the Contractor Services may link to other third-party websites that are not controlled by MID-SERV SOLUTIONS LLC. These third parties are not under our control and we are not responsible for their privacy policies or practices. If you provide any personal information to any third party or through any such third-party website, we recommend that you familiarize yourself with the privacy policies and practices of that third party.

7. Children's Information.

The Contractor Services are not intended for children under 19 years of age and we do not knowingly collect personal information from children under the age of 16 through the Contractor Services. If you are a parent or guardian of a child under the age of 16 and believe he or she has disclosed personally identifiable information to us, please contact us at **Support email here.??????** A parent or guardian of a child under age 16 may review and request deletion of the child's personal information.

8. Your Rights and Choices.

A. Your Rights.

You may have rights under certain data protection and privacy laws pertaining to our processing of your personal information. These rights are not absolute, meaning that, as permitted under applicable data protection and privacy laws, we may not be obligated to comply with your request and we can limit the frequency of your requests. For all requests, we will need to verify the identity of the data subject and, if applicable, the identity and authority of the person submitting the request on behalf of the data subject. If we are unable to confirm or validate the identity of the data subject and, if applicable, the identity and authority of the requestor if different than the data subject, then we may reject or deny the request. Subject to applicable data protection and privacy laws, you can exercise your rights free of charge. Subject to applicable data protection and privacy laws, the following rights may be available:

Type of Right	Description	Exercising Right
Right of Access/Right to Know/Right to Data Portability	This right provides an individual with the opportunity to know what personal information has been collected about them, including the specific pieces of personal information and the right to receive a copy of the personal information in a portable and, to	Contractor: Please log-in to your account through the Contractor application and go to the Manage Account section of the Account Settings.
	the extent technically feasible, a readily usable format.	Non-Contractor: Contact us and provide (i) your first and last name, email address and address of residency; (ii) identify the right(s)

being exercised; (iii) identify your connection

		to or with MID-SERV SOLUTIONS LLC (e.g., Non-Contractor, etc.) and (iv) in the subject line include "Non-Contractor DSR Request"
Right of Deletion	This right provides an individual with the opportunity to request deletion of personal information.	Contractor: Please log-in to your account through the Contractor application and go to the Manage Account section of the Account Settings.
	Notwithstanding the fact that a data subject may exercise a right to delete personal information, please note that we will keep a record of all rights requests and we may retain personal information even after receiving and processing a right of deletion request if such retention is permitted or required under applicable data protection and privacy laws.	Non-Contractor: Contact us and provide (i) your first and last name, email address and address of residency; (ii) identify the right(s) being exercised; (iii) identify your connection to or with MID-SERV SOLUTIONS LLC (e.g., Non-Contractor, etc.) and (iv) in the subject line include "Non-Contractor DSR Request"
Right to Opt-Out of Sale or Sharing of Personal Information Right to Opt-out of Targeted Advertising Right to Opt-In	This right provides an individual with the opportunity to opt-out of having their information sold, shared, or used for purposes of cross-context behavioral advertising, or targeted advertising. State laws have specific definitions of selling, sharing, and targeted advertising. For example, the California Privacy Rights Act of 2020 ("CPRA") broadly defines "sale" as any sharing of personal information with third parties in exchange for monetary or other valuable consideration. The CPRA defines "sharing" as sharing personal information with a third party for cross context behavioral advertising. This includes sharing personal information in a way that allows third parties to receive certain information such as cookie identifiers, IP addresses and/or browsing behavior to add to a profile about your device, browser or you. Such profiles may enable delivery of interest-based advertising by such third parties within their platform or on other sites.	Contractor: To opt-out of the sale or sharing of personal information and targeted advertising, please log-in to your account through the Contractor application and access the Marketing Choices section and toggling off ad personalization. A Contractor can access the Marketing Choices through the following path: Account > Account Settings> Manage Account > Marketing Choices If you change your mind, you can opt-in using the same path. Non-Contractor: We do not believe that the right to opt-out or the right to opt-in will apply to Non-Contractors because we do not share or sell Non-Contractor data with or to third parties or use such data for purposes of targeted advertising.
	You also have the right to opt-in if you change your mind. This right provides individuals who have chosen to exercise their right to opt-out the opportunity to opt-in for the sale and sharing of their personal information.	

Right to Correct or Rectify Personal Information	Taking into account the nature of the personal information and the purposes of the processing, this right provides an individual with the ability to correct or update inaccurate personal information that we hold about the individual.	Contractor: Please login to your account and correct or update your information. Non-Contractor: Contact us and provide (i) your first and last name, email address and address of residency; (ii) identify the right(s) being exercised; (iii) identify your status (e.g., Non-Contractor, etc.) and (iv) in the subject line include "Non-Contractor DSR Request"
Right to Appeal	This right provides an individual with the opportunity to appeal a decision made by us in connection with a rights request.	All categories of individuals covered by this Policy: contact us and provide (i) your first and last name, email address, and address of residency; (ii) the date that you initially submitted the request; (iii) an overview of the decision you are appealing; (iv) your status (e.g., Contractor, Non-Contractor, etc.); and (v) include the following in the subject line "DSR - Appeal".
Right of Non- Discrimination and Non Retaliation	This right provides an individual with the right to not be discriminated against as a result of exercising a right provided under applicable data protection and privacy laws.	All categories of individuals covered by this Policy: MID-SERV SOLUTIONS LLC does not discriminate or retaliate against individuals for exercising applicable privacy rights.
	Generally, this right prohibits a Controller from (a) denying an individual access to or use of goods and services, (b) charging different prices or rates for goods and services, or (c) providing a different level or quality of goods or services, as a result of the individual exercising a right under data protection and privacy laws.	If you feel that you have been subject to discrimination as a result of exercising a right provided under data protection and privacy laws, please contact us and provide (i) your first and last name, email address and address of residency; (ii) an explanation of the right(s) exercised and the alleged discriminatory treatment; (iii) your status (e.g., Contractor, Non-Contractor, etc.); and (iv) in the subject line include "Discriminatory Treatment - DSR".
Right to Limit the Use and Disclosure of Sensitive Personal Information	Under the CPRA, this right provides an individual with the opportunity to direct a business that collects sensitive personal information about the individual to limit its use of the individual's sensitive personal information to only the use necessary to perform the services or provide the goods reasonably expected by the average individual who requests those services or goods or as otherwise permitted under applicable data protection and privacy laws. This right is limited to sensitive personal information used for the purpose of inferring characteristics about an individual.	All categories of individuals covered by this Policy: MID-SERV SOLUTIONS LLC does not use sensitive personal information for the purpose of inferring characteristics about an individual, therefore we do not offer a path to exercise this right. However, all other rights applicable to personal information are available for sensitive personal information as well. You may exercise any of the other rights available to you, such as the Right of Deletion or the Right to Opt-Out.
Right to Withdraw Consent	This right provides individuals with the opportunity to withdraw their consent where MID-SERV SOLUTIONS LLC has collected	All categories of individuals covered by this Policy: To withdraw consent where you have previously given your consent to MID-SERV

	their personal information on the basis of such consent.	SOLUTIONS LLC, please contact us and provide (i) your first and last name, business email address, and address of residency; (ii) an explanation of where you provided your consent to MID-SERV SOLUTIONS LLC; (iii) your status (e.g., Contractor, Non-Contractor, etc.); and (iv) in the subject line include "Withdraw Consent - DSR".
Right to Opt-out of Profiling	This right provides individuals with the opportunity to opt out of profiling. The term profiling has specific definitions under state laws and typically means automated processing to analyze an individual's economic situation, health, personal preferences, interests, reliability, behavior, location or movements in a way that would produce a legal or similarly significant effect.	All categories of individuals covered by this Policy: MID-SERV SOLUTIONS LLC does not engage in this type of profiling of individuals.

Authorized Agent Requests. For authorized agents submitting a request on behalf of a data subject, please contact us and provide (i) the first and last names and email address for the data subject, (ii) the first and last names and business contact information for the agent, (iii) evidence of authority (e.g., power of attorney, etc.), (iv) the status of the data subject (e.g., Contractor, Non-Contractor, etc.), (v) the right(s) being exercised, and (vi) in the subject line include "**Authorized Agent Request**".

Contact MID-SERV SOLUTIONS LLC by Phone: If you do not have access to email or based on your preference, you may exercise any of the rights available to you by calling us at (727)899-7242.

Contact MID-SERV SOLUTIONS LLC by E-Mail: You may contact us to exercise the following rights: (i) right to correct/rectify personal information, (ii) the right of access/right to know, and (iii) the right to deletion. In your email, please provide (a) your first and last name, email address and address of residency; (b) identify the right(s) being exercised; and (c) in the subject line include "DSR Request".

B. Your Additional Choices.

- i. <u>Commercial Email Messages & Text Messages</u>. You can unsubscribe from our marketing or promotional emails and text messages by using the unsubscribe mechanism in the communication. We will still send you transactional, information, and relationship communications about the use of our Contractor Services, platforms and/or the relationship between us and you. This opt-out option does not apply to MID-SERV SOLUTIONS LLC credit card offerings because these are provided through associated financial institutions. However, you can choose to stop receiving certain prescreened offers of credit that originate from participating nationwide credit reporting agencies, including our prescreened offers, by calling the official Consumer Credit Reporting Industry organization at 1-888-567-8688 or by going to www.optoutprescreen.com.
- ii. <u>Push Notifications</u>. In the notifications section of the account page on our mobile platforms/apps, you can adjust your promotional push notifications settings by toggling to disable or enable promotional push notifications.
- iii. <u>Location Access</u>. You cannot turn off location access in the MID-SERV SOLUTIONS LLC application. You can disable location tracking through your device settings; however, this will prevent you from participating in the Contractor Services.
- iv. Cookie Tracking. Please see Section 3 (Cookies and Similar Technologies) of this Policy.

v. <u>Ad Personalization</u>. To adjust your preferences on our ad personalization activities on third party platforms (e.g., websites and apps), please go to account > Manage Account > Marketing Choices and you can toggle to enable or disable personalization.

9. Notice of Financial Incentives.

Under the CPRA, we are required to provide certain disclosures regarding "financial incentives" offered in exchange for your disclosure of personal information to us. We provide several opportunities or programs where individuals can provide personal information to us in exchange for financial incentives, including in connection with participation in survey research, sweepstakes programs, Referral programs, and product and partnership opportunities. In addition, for Referral programs, the referred party or person can also receive incentives for participation. These programs are entirely voluntary and allow us to grow, enhance, and improve our Contractor Services and business activities and provide benefits to those who participate. For the various financial incentives that we offer, we have not assigned a monetary value to the data we collect through or in connection with our financial incentive programs; however, based upon our good faith reasonable estimate, the value we receive from your personal information is reasonably equal to the value of the financial incentive we provide to individuals who participate in these programs. The material terms for the financial incentives are available with the applicable offer that you may receive prior to you voluntarily deciding to participate. If you want to optout of participating in an incentive program, please either stop participating or email us and include your first and last names, email address, identify the incentive program(s) that you want to opt-out from, and in the subject line, please include "Incentive Program Opt-Out".

10. Updates to this Policy.

This Policy may be subject to updates from time to time with or without notice. We recommend that you periodically review this Policy. In the event of any changes to this Policy, we will determine whether or not notice is required and, if notice is required, we will provide appropriate notice taking into account the nature of the changes. Your continued use of our Contractor Services after any updates to this Policy constitutes your agreement and acceptance of this Policy as updated. In the event that you disagree with the changes, your only remedy is to cease using the Contractor Services.

32. MISCELLANEOUS.

Notice and Opportunity to Cure. Contractor agrees to notify MID-SERV SOLUTIONS LLC in writing of any breach or perceived breach of this Agreement, of any claim arising out of or related to this Agreement, or of any claim that Contractor's services or scope of work differ in any way from what is contemplated in this Agreement, including but not limited to the terms in sections 28 (Contractor's Operations) and 1 (Contracted Services), or if the relationship of the parties differs from the terms contemplated in section 5 (Relationship of Parties).

33. E-SIGN CONSENT AGREEMENT.

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

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

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

- a. MID-SERV SOLUTIONS LLC may provide any or all Disclosures to you electronically in any manner, including, but not limited to, via our website, any MID-SERV SOLUTIONS LLC app, a hyperlink provided on the MID-SERV SOLUTIONS LLC website or app, a push notification, an email to the email address you provided to us, or a text message to the mobile telephone number you provided to us.
- b. MID-SERV SOLUTIONS LLC may, but is not required to, notify you via email, text message or push notification when a Disclosure is available. The Disclosures will be provided to you in a format that can either be retained, printed or downloaded for your records.
- c. Your electronic signature has the same effect as if you signed in ink.
- d. Disclosures we provide to you electronically will have the same meaning and effect as if provided in paper form, regardless of whether you actually view those Disclosures.
- e. MID-SERV SOLUTIONS LLC reserves the right to decide whether to provide a Disclosure electronically and whether to request your electronic signature for any Disclosure.
- f. You have reviewed this E-Sign Agreement and verified that you can print or save a copy of it with your records.

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

- a. A personal computer or other access device (such as a mobile phone) that is capable of accessing the internet (e.g., you must have a modem and available phone line, a cable internet connection or some other means of access to the internet, and you must have an active account with an internet service provider). Your access to this page verifies that your system meets these requirements.
- b. You must have an Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a minimum web browser version of either Microsoft® Internet Explorer version 9, Mozilla Firefox 21, Google Chrome 27+, or Safari on Mac OS X 10.8 and your system must have 128-bit SSL encryption software. Your access to this page verifies that your browser and encryption software meet these requirements.
- c. A current version of a PDF reader.
- d. An active email address.

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

<u>Revocation of Electronic Record Consent</u>. You may revoke your consent to the use of electronic Disclosures by emailing MID-SERV SOLUTIONS LLC with "Revoke Electronic Record Consent" in the subject line. The legal effectiveness, validity and/or enforceability of electronic Disclosures we sent before your consent will not be affected by your revocation. If you revoke your consent, MID-SERV SOLUTIONS LLC may close or limit access to your MID-SERV SOLUTIONS LLC account and any or all Services.

<u>Paper Copies.</u> You agree that MID-SERV SOLUTIONS LLC may modify or change the methods of issuing Disclosures as described herein, and that MID-SERV SOLUTIONS LLC may send you Disclosures in paper form at its option. You can obtain a paper copy of an electronic Disclosure at no charge if you request one within a reasonable time after we first provided the electronic Disclosure to you. To request a paper copy of a Disclosure, contact MID-SERV SOLUTIONS LLC Support.

<u>Updating Your Information</u>. It is your responsibility to provide MID-SERV SOLUTIONS LLC with a true and accurate primary email address, phone number, and other contact information. It is also your responsibility to notify MID-SERV SOLUTIONS LLC of any changes to your primary email address, phone number, or any other contact information so that MID-SERV SOLUTIONS LLC can communicate with you electronically. To update your information, contact MID-SERV SOLUTIONS LLC Support.

<u>Acceptance</u>. By accepting this E-Sign Agreement, you agree (effective on the day of acceptance) that you have read and consent to the terms set forth herein. In doing so, you are also confirming that you meet the system requirements described above, that you have demonstrated your ability to receive, retain, and view electronic Disclosures. If you do not provide your consent to this E-Sign Agreement, we may immediately close or limit access to your MID-SERV SOLUTIONS LLC account and any or all Services.

MID-SERV SOLUTIONS LLC LLC:

Palm Harbor, FL 34685 Independent contrator@gmail.com