

MID-SERV SOLUTIONS LLC COURIER SERVICE Independent Contractor Agreement for Delivery Professionals to Engage MID-SERV Solutions LLC For Its Services

Last Revised: 8/20/2024

This Agreement for independent contractors, also known as Delivery Professionals to Engage MID-SERV Solutions LLC for Its Services (this “**Agreement**”) constitutes a binding contract between you (“**you**”, “**Delivery Professional**”, “**Contractor**”) and MID-SERV Solutions LLC. (“**MID-SERV**”, “**us**”, or “**we**”) governing your use of the Service for marketing, sales, and other services for delivery services entrepreneurs. Delivery Professionals hereby agrees: (a) to engage MID-SERV Solutions LLC to provide the MID-SERV Solutions LLC Services; (b) to comply with this Agreement; and (c) that Delivery Professionals has read, understands, and agreed to (i) the MID-SERV Solutions LLC End User License Agreement and Terms of Service located at <https://www.mid-serv.com/mid-serv-courier-service-terms-conditions> (“**EULA**”), and (ii) the MID-SERV Solutions LLC Privacy Policy located (“**Privacy Policy**”), each of which are incorporated into this Agreement by reference. To the extent there is a conflict between this Agreement and the Privacy Policy or EULA, this Agreement will govern with respect to such conflict.

Capitalized terms used but not defined in this Agreement have the meaning specified in the EULA. The parties hereby agree as follows:

1. MID-SERV Solutions LLC Services. MID-SERV Solutions LLC will make commercially reasonable efforts to provide the following services to you (the “**MID-SERV Solutions LLC Services**”):

a. Site Listing. MID-SERV Solutions LLC may list your services via the MID-SERV Solutions LLC Service, which may include your biography and other information provided by you and approved by MID-SERV Solutions LLC. MID-SERV Solutions LLC will share your first name and phone number with Customers.

b. Engagement Service. MID-SERV Solutions LLC will provide a Web and mobile based engagement system via the Service, through which Customers that use the

Service can engage you to perform a Project. You may accept, reject, or ignore any available Project within the days, times, and locations for which you have indicated you have availability to complete Projects (“**Availability**”) at your sole discretion.

c. Record Keeping Service. For payment processing and administrative purposes, MID-SERV Solutions LLC will maintain general records of Projects performed by you for Customers.

d. Administrative, Management, and Technology Services. MID-SERV Solutions LLC will provide miscellaneous administrative and management services to facilitate your business, including the technology and operations necessary to communicate with you and your Customers.

e. Payment and Billing Service. MID-SERV Solutions LLC will provide an online billing and payment system for you to bill your Customers and or get paid. MID-SERV Solutions LLC uses Third Party Processors to process payments from a Customer to a Delivery Professional. Third Party Processors receives personally identifiable information from the Customer about the Delivery Professionals that they pay. Third Party Processors also receives personally identifiable information directly from the Delivery Professional and the Delivery Professional’s financial institution. By using the MID-SERV Solutions LLC Service, you, the Delivery Professional, direct and authorize us to transfer your personal and financial information the Third Party Processor. You direct and authorize the Third Party Processor to transfer your personal and financial information to the relevant financial institution. Your personal and financial information will be transferred, stored, and processed by MID-SERV Solutions LLC in accordance with the MID-SERV Privacy Policy and by Third Party Processor in accordance with the Third Party Processor Privacy Policy. You agree that the Third Party Processor Terms & Conditions apply to your use of the Third Party Processor payment processing services.

f. Customer Service. MID-SERV Solutions LLC will provide operators to field your Customers’ complaints, communicate with you, and refund requests as appropriate.

g. Active Delivery Professional. An Active MID-SERV Solutions LLC Delivery Professional is an independent contractor who is authorized to receive Projects through the MID-SERV Solutions LLC Service. MID-SERV Solutions LLC reserves the right to deactivate your account for violating the terms of this agreement.

2. Exclusions from the Service. The Service only relates to the MID-SERV Solutions LLC Services described above. **The Service does not include anything related to picking-up or delivering objects.** You are solely responsible for all of your own tools, equipment, training, licensing, materials or requirements related to picking up and delivering cargo in connection with Projects. MID-SERV Solutions LLC is not, and will not be, responsible for any liability arising out of the pick-up or delivery services you provide, including, but not limited to, injuries to Customers or traffic

accidents occurring during a Project. MID-SERV Solutions LLC will also not have any input into your work schedule, time off, or other control over your performance of your work. The Service is not available to any person previously removed from The Service by MID-SERV Solutions LLC.

3. Your Responsibilities. You will supply MID-SERV Solutions LLC with a copy of your current driver's license, other applicable licenses, and any relevant professional certifications. If you elect to use a Car (as defined below) to perform Projects, we may also ask you to provide additional information. You may be required to provide other information we need in order to verify your identity or capacity as an independent delivery professionals with your own business. You represent that all information you provide is accurate and complies with relevant law, and, during the term of this Agreement, will immediately notify MID-SERV Solutions LLC of any change in contact, certification, licensing, or insurance information. You assume complete responsibility for all services provided to each Customer and for compliance with all laws, regulations, hours of service, and standards pertaining to your services. You represent that you are (a) free to enter into this Agreement and perform each of its terms, (b) not restricted (contractually or otherwise) from entering into and performing this Agreement, and (c) not subject to, and will immediately notify MID-SERV Solutions LLC of, any suit, action, claim, arbitration, or legal, administrative, or other proceeding, or government or professional investigation, pending or threatened or affecting your ability to perform services under this Agreement.

a. As an independent delivery professional working with MID-SERV Solutions LLC, you acknowledge and agree to maintain your vehicle to ensure the safe transportation of cargo and the timely completion of deliveries. This includes regular inspections, adherence to recommended maintenance schedules, and the implementation of necessary repairs or upgrades to maintain the optimal working condition of your vehicle. You further understand that any negligence or failure to properly maintain your vehicle may result in potential damage to the cargo or delays in the delivery process. By committing to these obligations, you demonstrate your dedication to providing exceptional service and upholding the high standards of MID-SERV Solutions LLC's customer-centric approach to last mile delivery.

4. Projects; Payment

a. Projects. If a Project becomes available in your Availability, you may be notified of the opportunity via the Service. If you accept a Project, and your acceptance is confirmed by MID-SERV Solutions LLC, you will notify MID-SERV Solutions LLC, through the functionality provided via the Service, when you arrive at the Project, when you start the Project and when the Project is completed to enable MID-SERV Solutions LLC to perform the MID-SERV Solutions LLC Services, including payment processing. The Project will begin when Delivery Professional begins loading cargo and the Project will end once Delivery Professional has safely unloaded all cargo

and confirmed the MID-SERV Solutions LLC Fee is correct through the functionality provided via the Service. MID-SERV Solutions LLC is not responsible for any actions performed by Delivery Professional that occur after the Project is complete. All Delivery Professionals within the applicable zone of service may get the opportunity to accept the Project. The closest Delivery Professional to the project will get the opportunity to accept or decline. Also it could be the first Delivery Professional to respond with acceptance of the available Project and to have that response confirmed by MID-SERV Solutions LLC will be confirmed as the provider of that Project.

b. Payment. The Projects that you will be notified of via the Service are those for Customers who have agreed to accept the fees calculated by the Service based on the specific Project details submitted by the applicable Customer (the “**Base Fee**”). You may receive reimbursed fees or gratuities from Customers. You are responsible for any expenses incurred in the normal course of completing your Project, not including any road tolls that are incurred from the pickup address to the drop off address which you may submit to MID-SERV Solutions LLC to be reimbursed for. On a weekly basis, MID-SERV Solutions LLC will transfer to you, through the payment account you specify via the Service, the Base Fee for all eligible Projects completed during the prior week, less the charge for your use of the Service, which will be set forth on the Service (the “**MID-SERV Solutions LLC Fee**”).

c. Expenses. Except as otherwise specifically provided herein, you and MID-SERV Solutions LLC will each bear your own expenses relating to this Agreement and performance under this Agreement.

d. Claims. If a claim is filed against you with MID-SERV Solutions LLC’s insurance provider or MID-SERV Solutions LLC is otherwise required to pay for damages caused by you, in MID-SERV Solutions LLC’s sole discretion, MID-SERV Solutions LLC may charge you any or all of the deductible or other out-of-pocket expenses MID-SERV Solutions LLC is required to pay as a result of that claim.

e. Cancellations. If a Delivery Professional cancels 2 or more projects they have accepted or does not show up to complete 1 or more projects as scheduled, MID-SERV Solutions LLC may at its discretion impose penalties and fines that include: (a) temporary suspension of your MID-SERV Solutions LLC account; (b) monetary fines not to exceed \$30 per cancellation and \$50 per no show occurrence; (c) permanent deactivation of your MID-SERV Solutions LLC account. Monetary fines will be due the same day of the cancellation. MID-SERV Solutions LLC is authorized to collect these fines by charging the credit card on file or deducting from future payments for Services provided to MID-SERV Solutions LLC customers.

f. Nonpayment/Disputes. If a customer disputes the Project being complete, disputes the cost of service as reported by you or any other fees that a Delivery Professional has submitted to MID-SERV Solutions LLC, the payment to you may be

temporarily withheld pending the outcome of an investigation by MID-SERV Solutions LLC to determine if the fees are appropriate. If MID-SERV Solutions LLC determines that the fees are accurate MID-SERV Solutions LLC will attempt to collect any fees owed by the customer. In the event that a customer refuses to pay the Fees, MID-SERV Solutions LLC will pay the Delivery Professional(s) the amount owed up to \$500 per professional, per project. These payments may be issued through our automatic direct deposit, or manually, through PayPal or a paper check. In order to receive a payment in this scenario, the following conditions must be met. (1) Delivery Professional must provide valid proof of delivery, including a signed bill of lading or an image of the delivered item at the drop off location after the project is complete. An image of the item in the vehicle is not acceptable. (2) There can be no pending damage claims or damage claims settled in the customer's favor on the Project. If a damage claim is settled in the Delivery Professionals favor, you are eligible for payment. (3) This policy does not apply to tips or Projects that are canceled or not completed. Delivery Pros may be eligible for [cancellation fees](#) in the event of a canceled project.

5. Representations and Warranties; Indemnity. You represent, warrant, and covenant to MID-SERV Solutions LLC that: (a) you are at least 18 years of age; (b) you possess a valid driver's license and are authorized to operate a motor vehicle; (c) you own, or have the legal right to operate, the motor vehicle(s) or bicycle(s) you intend to use or do actually use for Projects (each, a "**Car**"), and maintain all legally mandated registrations and insurances for such vehicle; (d) in the event of any claim or accident, you will be solely responsible for reporting that accident in compliance with applicable law and your insurance policy; (e) you are solely responsible for any and all liability that results from or is alleged as a result of the operation of the Car you use during a Project, including, but not limited to personal injuries, death, and property damage; (f) if you lift or otherwise move any Item, you do so at your own risk and MID-SERV Solutions LLC has no liability for any claim, loss, or damage related thereto; (g) you will not make any representations regarding MID-SERV Solutions LLC or the Service; (h) you will not, under any circumstances transport any items that would violate local or federal laws (i) you will not discriminate or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation in violation of any applicable law, rule or regulation. You will indemnify MID-SERV Solutions LLC from and against any damages resulting from your performance of Projects, including any personal injury, property damage, or death.

6. Your Business. You affirm, under penalty of perjury, that you operate a licensed pick-up and delivery business and had clients for whom you performed pickup and delivery service prior to entering into this Agreement.

7. Confidential Information. Contractor acknowledges that it will receive certain technical, business, and economic information which MID-SERV Solutions LLC

deems proprietary and confidential, including any and all information or data, whether in oral, audio, visual, written or other form, communicated to Contractor which is either identified as confidential or which by its nature is generally considered proprietary and confidential, regardless of whether such information is specifically labeled as such (collectively, "Confidential Information"). Confidential Information includes, without limitation: (i) information and data concerning MID-SERV Solutions LLC 's business; (ii) financial information that has not been disclosed publicly by MID-SERV Solutions LLC; (iii) customer names, addresses, and contact persons; (iv) rates, rating methods, and billing practices; (v) vendors names, addresses, and contact persons; (vi) marketing and financial plans; (vii) the names, addresses, and information pertaining to MID-SERV Solutions LLC employees or other contractors; and (viii) methods, formulae, systems, data, processes, designs, technology, tables, calculations, letters, agreements, documents, and know-how.

a. Contractor agrees that it shall maintain the confidentiality of all Confidential Information it receives or otherwise obtains and that it shall not disclose such information or transmit any documents or copies containing such information to any other party, except as permitted under the terms of this Agreement. Contractor shall use at least that standard of care with respect to protecting the Confidential Information that it accords its own proprietary and confidential information, but not less than a reasonable degree of care.

b. Contractor further agrees that at no time shall it use or knowingly permit any other person or entity to examine, use, derive any benefit from, or otherwise exploit the Confidential Information without MID-SERV Solutions LLC 's prior written consent or as permitted under the terms of this Agreement. Contractor shall not disclose any Confidential Information to anyone other than Contractor's employees, agents, and representatives authorized by MID-SERV Solutions LLC: (i) who have a reasonable need-to-know such Confidential Information in connection with the business relationship or transaction to which this Agreement relates, (ii) who have been advised of the confidential nature of the information, and (iii) who have agreed to be bound by the terms of this Agreement. Contractor shall be responsible for any breach of this Agreement by its employees, agents, and representatives.

c. The duty of non-disclosure shall not apply to information when: (i) such information was in the public domain at the time it was communicated to Contractor or subsequently enters the public domain through no fault of Contractor; (ii) Contractor can prove such information was independently developed by Contractor or was already known to Contractor at the time of receipt; (iii) such information was communicated rightfully to Contractor free of any obligation of nondisclosure and without restriction as to use; or (iv) such information is required to be disclosed by Contractor pursuant to judicial order or other compulsion of law, provided that Contractor shall provide to MID-SERV Solutions LLC prompt notice of any such order and comply with any protective or similar order imposed on such disclosure. In the event of unauthorized disclosure of Confidential Information by

Contractor, Contractor shall bear the burden of proof of demonstrating that the information falls under one of the above-described exceptions.

d. The purpose of this Agreement and its confidentiality and non-disclosure obligations is to protect MID-SERV Solutions LLC from harm through misappropriation of its trade secrets, proprietary information, and materials, and other forms of unfair competition. Nothing in this agreement prohibits Contractor from reporting an event that Contractor reasonably and in good faith believes is a violation of law to the relevant law-enforcement agency, or from cooperating in an investigation conducted by such a government agency. This may include disclosure of trade secret or confidential information within the limitations permitted by the Defend Trade Secrets Act (DTSA). Contractor is notified that under the DTSA, no individual will be held criminally or civilly liable under Federal or State trade secret law for disclosure of a trade secret (as defined in the Economic Espionage Act) that is: (A) made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or, (B) made in a complaint or other document filed in a lawsuit or other proceeding (including arbitration), if such filing is made under seal so that it is not made public. Further, an individual who pursues a claim for retaliation for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by order of a court of competent jurisdiction or an arbitrator presiding in a dispute between Contractor and MID-SERV Solutions LLC .

e. Unless specified below or otherwise agreed in writing by MID-SERV Solutions LLC, Contractor shall use the Confidential Information solely in connection with its performance of Services contemplated by this Agreement and for no other purpose(s).

f. All Confidential Information shall remain the exclusive property of MID-SERV Solutions LLC , and nothing in this Agreement shall be deemed to grant Contractor any rights in or to the Confidential Information, or any part thereof.

g. Contractor shall not make copies of any Confidential Information, except as may be strictly necessary to carry out the purposes stated herein. Contractor agrees that any copies made shall bear a clear stamp or legend indicating their confidential nature. Contractor agrees not to remove, overprint, or deface any notice of copyright, trademark, logo, or other notices of ownership from any originals or copies of Confidential Information.

h. Upon completion of the purposes stated above, termination of the contractor relation with MID-SERV Solutions LLC , or upon MID-SERV Solutions LLC 's earlier request, Contractor shall promptly return all materials incorporating Confidential

Information and all copies of the same, and shall cause any third parties to whom disclosure was made to do the same, except any third parties expressly authorized to possess such materials.

i. Nothing in this Agreement shall be deemed to permit access by Contractor's affiliates to Confidential Information provided pursuant to the terms of this Agreement without MID-SERV Solutions LLC's prior written consent. An "affiliate" is any entity which controls, is controlled by, or is under common control with Contractor. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, more than fifty percent (50%) of the voting equity or assets of the other entity (or other comparable ownership interest for any entity other than a corporation).

j. In providing Confidential Information hereunder, MID-SERV Solutions LLC makes no representation, express or implied, as to its adequacy, sufficiency, or freedom from defect of any kind, including freedom from any patent infringement that may result from the use of such Confidential Information provided hereunder.

k. In the event of Contractor's breach of this Confidentiality and Non-Disclosure Provision, MID-SERV Solutions LLC shall have the right to: (a) demand the immediate return of all Confidential Information; (b) recover its actual damages incurred by reason of such breach, including, without limitation, its attorneys' fees and costs of suit; (c) obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement (as more specifically described in the Arbitration Provision, as addressed below); and (d) pursue any other remedy available at law or in equity.

8. Nature of Relationship. Neither this Agreement, MID-SERV Solutions LLC's provision of the Services and performance of the MID-SERV Solutions LLC Services, nor your performance of Projects will create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between you and MID-SERV Solutions LLC. You will be solely responsible for all tax withholding or payment in connection with the fees paid to you by MID-SERV Solutions LLC. The relationship between MID-SERV Solutions LLC and the Delivery Professional is that of an independent contractor and Delivery Professional agrees that it has not and will not hold itself out as, nor will Delivery Professional or Delivery Professional's contractors, partners, affiliates, employees (collectively, "**Delivery Professional Personnel**") be deemed to be, an agent or an employee of MID-SERV Solutions LLC. Delivery Professional and Delivery Professional's Personnel shall be free from the direction and control of MID-SERV Solutions LLC. Delivery Professional assumes full responsibility for the acts and omissions of Delivery Professional and Delivery Professional's Personnel. Consistent with the nature of the Services: a) Delivery Professional may set their own hours and location of work; and b) Delivery Professional shall provide their own tools, vehicles

and equipment to perform delivery services, not including any proprietary materials in connection with the Service.

a. No Benefits. Delivery Professional acknowledges and agrees that Delivery Professional and Delivery Professional Personnel will not be covered by or paid for any benefit programs offered by , including without limitation, health and disability, insurance, social security, workers' compensation unemployment compensation and MID-SERV Solutions LLC will not pay any sums or income tax, unemployment insurance, social security or any other withholding tax, insurance or payment pursuant to any law or government requirement. Delivery Professional will be responsible for all such benefits and/or payments to Delivery Professional's Personnel.

9. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, GOSHARE'S LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE MID-SERV SOLUTIONS LLC FEES RETAINED UNDER THIS AGREEMENT.

10. Termination and Term. Either party may terminate this Agreement by giving the other party notice. Notwithstanding the foregoing, Sections 5 – 13 and any liabilities or payment obligations that have accrued prior to termination will survive termination. This agreement will become effective on the first date that Delivery Professional uses the MID-SERV Solutions LLC Services (the "Effective Date") and will continue for thirty (30) days following the Effective Date (the "Initial Term"). Following the Initial term, unless either or both parties elect, in their respective discretion, to terminate this Agreement by written notice to the other party, it will continue on a month-to-month basis until terminated with or without cause, by either party.

11. Changes. Except for changes in the calculation of Base Fees and MID-SERV Solutions LLC Fees (which MID-SERV Solutions LLC may, in its sole discretion, amend from time to time), changes to this Agreement will be binding upon a party who confirms that change in writing, including via electronic mail, if that writing specifically refers to this Agreement.

12. Dispute Resolution. All disputes under this Agreement must be resolved in accordance with the dispute resolution provisions set forth in the EULA. In the interest of resolving disputes between you and the MID-SERV Solutions LLC in the most expedient and cost effective manner, you and MID-SERV Solutions LLC agree that any dispute arising out of or in any way related to this EULA or your use of the Service will be resolved by binding arbitration.

13. Miscellaneous

a. Indemnification. You will indemnify and hold the MID-SERV Solutions LLC Parties harmless from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses (including reasonable legal fees) arising out of or resulting from (i) bodily injury, death of any person, theft or damage to real or tangible, personal property resulting from your acts or omissions, (ii) your breach of any representation or warranty in this Agreement, (iii) any negligent, reckless or intentionally wrongful act by you or your assistants, employees, contractors or agents, (iv) a determination by a court or agency that the you are an employee of MID-SERV Solutions LLC or a Customer, or (v) any claim by a Customer arising from or related to your or your assistants, employees, contractors or agents services for such Customer.

b. Entire Agreement. This Agreement, together with the Privacy Policy and the EULA, which are expressly incorporated by reference herein, are the entire and exclusive understanding and agreement between you and MID-SERV Solutions LLC regarding the Service, and supersedes all previous communications, representations, understandings and agreements, either oral or written, between you and MID-SERV Solutions LLC with respect to your use of the Service. You acknowledge that no statements, representations, warranties, or covenants have been made to you or upon which you have relied that are not set forth in this Agreement, Privacy Policy, or EULA.

c. Amendment; Waiver. Except as expressly provided in this Agreement, this Agreement may be amended only by a written agreement signed by both parties. A provision of this Agreement may be waived only by a written instrument executed by the party entitled to the provision's benefit. MID-SERV Solutions LLC's failure or delay in the exercise of any power or right under this Agreement will operate as a waiver thereof. No single or partial exercise of any right or power under this Agreement will operate as a waiver of any right or power. MID-SERV Solutions LLC waiver of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other or subsequent breach of this Agreement.

d. Severability. Except as expressly provided in this Agreement, if any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be severable from the remainder of this Agreement and will not affect the validity and enforceability of any remaining provisions.

e. Assignment. You may not assign this Agreement or any of the rights or licenses granted hereunder, directly or indirectly, including by sale, merger, change of control, operation of law, or otherwise, without MID-SERV Solutions LLC's prior written consent. MID-SERV Solutions LLC may assign this Agreement without your prior written consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties' permitted successors and assigns. Any assignment in violation of this section is void.

f. No Agency. No joint venture, partnership, employment, or agency relationship exists between you and MID-SERV Solutions LLC as a result of this Agreement or use of the Service.

g. Headings. Headings are for convenience only, do not constitute a part of this Agreement, and will not be deemed to limit or affect any provision of this Agreement.

h. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

Published: October 12, 2006

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