

Independent Contractor Agreement

BIN RABBIT BinRunners

This Agreement (“Agreement”) is made and entered into by and between you, the undersigned contractor (“CONTRACTOR”), an independent contractor engaged in the business of performing the services contemplated by this Agreement, and BIN RABBIT, LLC (“BIN RABBIT” or “COMPANY”). CONTRACTOR may enter this Agreement either as an individual or as a corporate entity. This Agreement will become effective on the date it is accepted regardless of whether you are eligible to, or ever do, perform any Contracted Services.

IMPORTANT: PLEASE REVIEW THIS AGREEMENT CAREFULLY. IN PARTICULAR, PLEASE REVIEW THE MUTUAL ARBITRATION PROVISION IN SECTION XI, AS IT REQUIRES THE PARTIES (UNLESS YOU VALIDLY OPT OUT OF ARBITRATION, AS PROVIDED BELOW) TO RESOLVE DISPUTES ON AN INDIVIDUAL BASIS, TO THE FULLEST EXTENT PERMITTED BY LAW, THROUGH FINAL AND BINDING ARBITRATION. BY ACCEPTING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS, INCLUDING SECTION XI, AND HAVE TAKEN THE TIME AND SOUGHT ANY ASSISTANCE NEEDED TO COMPREHEND THE CONSEQUENCES OF ACCEPTING THIS AGREEMENT.

RECITALS

BIN RABBIT is a company that provides an online connection using web-based technology that connects contractors, homeowners, property managers, other businesses, and consumers (“BIN RABBIT platform” or “platform”). BIN RABBIT’s software permits registered users to subscribe to its trash-to-curb valet service. Once such subscriptions are made, BIN RABBIT software assigns to the contractor the service request and the BIN RABBIT software facilitates completion of the Service Stop.

CONTRACTOR is an independent provider of services, authorized to conduct the services contemplated by this Agreement in the geographic location(s) in which CONTRACTOR operates. CONTRACTOR possesses all equipment and personnel necessary to perform the services contemplated by this Agreement in accordance with applicable laws. CONTRACTOR desires to enter into this Agreement for the right to receive service requests made available through BIN RABBIT’S platform. CONTRACTOR understands and expressly agrees that he/she is not an employee of BIN RABBIT or other business or consumer and that he/she is providing the services on behalf of him/herself and his/her business, not on behalf of BIN RABBIT. CONTRACTOR understands (i) he/she is free to select those times he/she wishes to be available on the platform to receive service requests; (ii) he/she is free to accept or reject the opportunities transmitted through the BIN RABBIT platform by consumers, and can make such decisions to maximize his/her opportunity to profit; and (iii) he/she has the sole right to control the manner in which services are performed and the means by which those services are completed.

In consideration of the above, as well as the mutual promises described herein, BIN RABBIT and CONTRACTOR (collectively “the parties”) agree as follows:

PURPOSE OF THE AGREEMENT

This Agreement governs the relationship between BIN RABBIT and CONTRACTOR, and establishes the parties’ respective rights and obligations. In exchange for the promises contained in this Agreement, CONTRACTOR shall have the right and obligation to perform the “Contracted Services” as defined herein. However, nothing in this Agreement requires CONTRACTOR to perform any particular volume of Contracted Services during the term of this Agreement, and nothing in this Agreement shall

guarantee CONTRACTOR any particular volume of business for any particular time period. CONTRACTOR shall have no obligation to accept or perform any particular "Service Opportunity" (as that term is defined herein) offered by BIN RABBIT. However, once a Service Opportunity is assigned and accepted, CONTRACTOR shall be contractually bound to complete the Contracted Services in accordance with all consumer specifications and the terms laid out in this Agreement.

CONTRACTOR'S OPERATIONS

CONTRACTOR represents that he/she operates an independently established enterprise that provides services, and that he/she satisfies all legal requirements and has all necessary licenses and permits necessary to perform any services contemplated by this Agreement. As an independent contractor/enterprise, CONTRACTOR shall be solely responsible for determining how to operate his/her business and how to perform the Contracted Services. CONTRACTOR agrees to fully perform the Contracted Services in a timely, efficient, safe, and lawful manner. BIN RABBIT shall have 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 determining the manner of the service is provided and route selection. As an independent business enterprise, CONTRACTOR retains the right to perform for others and to hold him/herself out to the general public as a separately established business. The parties recognize that they are or may be engaged in similar arrangements with others and nothing in this Agreement shall prevent CONTRACTOR or BIN RABBIT from doing business with others except if such business directly competes with BIN RABBIT. BIN RABBIT does not have the right to restrict CONTRACTOR from performing services for other businesses, customers or consumers at any time, except if such business directly competes with BIN RABBIT, and during the time CONTRACTOR is logged into the BIN RABBIT platform. CONTRACTOR is not required to purchase, lease, or rent any products, equipment or services from BIN RABBIT as a condition of doing business with BIN RABBIT or entering into this Agreement. CONTRACTOR agrees to immediately notify BIN RABBIT in writing at support@binrabbit.com if CONTRACTOR's right to control the manner or method he/she uses to perform services differs from the terms contemplated in this Section.

III. CONTRACTED SERVICES

From time to time, the **BIN RABBIT** platform will notify CONTRACTOR of the opportunity to accept and complete Service Routes from a selected group of homeowners, vacation rental property managers, other businesses and/or consumers in accordance with orders placed by consumers through the **BIN RABBIT** platform (each of these is referred to as a "Service Route"). For each Service Route accepted by CONTRACTOR ("Contracted Service Route"), CONTRACTOR agrees to complete each Service Stop on his/hers Service Route in a safe and timely fashion. CONTRACTOR understands and agrees that the parameters of each Contracted Service are established by the consumer, not **BIN RABBIT**, and represent the end result desired, not the means by which CONTRACTOR is to accomplish the result. CONTRACTOR has the right to cancel, from time to time, a Contracted Service when, in the exercise of CONTRACTOR's reasonable discretion and business judgment, it is appropriate to do so. Notwithstanding the foregoing, CONTRACTOR agrees to maintain both a customer rating and a completion and accuracy rate as of the date this Agreement becomes effective. Failure to satisfy this obligation constitutes a material breach of this Agreement, and **BIN RABBIT** shall have the right to terminate this Agreement and/or deactivate CONTRACTOR'S account. CONTRACTOR acknowledges that **BIN RABBIT** has discretion as to which, if any, Service Route to offer, just as CONTRACTOR has the discretion whether and to what extent to accept any Service

Route.

CONTRACTOR acknowledges that CONTRACTOR is engaged in CONTRACTOR's own business, separate and apart from **BIN RABBIT'S** business, which is to provide an online marketplace connection using web-based technology that connects contractors, homeowners, vacation rental property managers and/or other businesses, and consumers.

CONTRACTOR authorizes **BIN RABBIT**, during the course of a Contracted Service Route, to communicate with CONTRACTOR, homeowners, vacation rental property managers and/or other businesses, and consumers to assist CONTRACTOR, to the extent permitted by CONTRACTOR, in facilitating Service Stop. However, under no circumstances shall **BIN RABBIT** be authorized to control the manner or means by which CONTRACTOR performs service stops or other services contemplated under this agreement. This includes, but is not limited to, the following:

- **BIN RABBIT** does not require any specific type, or quality, of CONTRACTOR's choice of transportation.
- CONTRACTOR does not have a supervisor or any individual at **BIN RABBIT** to whom they report.
- CONTRACTOR is not required to use any signage or other designation of **BIN RABBIT** on his or her vehicle or person at any point in their use of the platform to perform the Contracted Services.
- **BIN RABBIT** has no control over CONTRACTOR's personal appearance.
- CONTRACTOR does not receive regular performance evaluations by **BIN RABBIT**.

In the event CONTRACTOR fails to fully perform any Contracted Service (a "Service Failure") due to CONTRACTOR's action or omission, 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 agrees to immediately notify **BIN RABBIT** in writing by submitting a Support inquiry through support@binrabbit.com if CONTRACTOR's services or scope of work differ in any way from what is contemplated in this Section.

RELATIONSHIP OF PARTIES

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.

BIN RABBIT 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 **BIN RABBIT** have been inserted solely for the safety of consumers and other CONTRACTORS using the **BIN RABBIT** platform or to achieve compliance with federal, state, or local laws, regulations, and interpretations thereof.

PAYMENT FOR SERVICES

Unless notified otherwise by **BIN RABBIT** in writing or except as provided herein, CONTRACTOR will receive payment per accurate Contracted Service Stops and/or Service Routes completed in an amount consistent with the publicly provided pay model currently in effect. From time to time, **BIN RABBIT** may offer opportunities for CONTRACTOR 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 deny any such opportunities to earn different rates of pay.

BIN RABBIT will process payments made by customers. Payments for all Service Routes completed in a given week will be transferred via direct deposit on no less than a weekly basis unless it notifies CONTRACTOR otherwise in writing.

From time to time, **BIN RABBIT** may offer various **BinRunner** promotions or referral programs. CONTRACTOR agrees that he or she will not manipulate or abuse the referral programs or **BinRunner** promotions by, among other things:

- (a) tampering with the location feature on his or her mobile phone;
- (b) collecting incentive or promotional pay when not eligible to receive such pay under relevant policies; or,
- (c) creating multiple **BinRunner** 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 his or her account.

PAYMENT 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 **BIN RABBIT's** reasonable discretion). Any withholding of payment shall be based upon proof provided by the homeowner, vacation rental property manager, other business, or consumer, CONTRACTOR, and any other party with information relevant to the dispute. **BIN RABBIT** shall make the initial determination as to whether a Service Failure was the result of CONTRACTOR's action/omission. CONTRACTOR shall have the right to challenge **BIN RABBIT's** determination through any legal means contemplated by this Agreement; however, CONTRACTOR shall notify **BIN RABBIT** in writing at support@binrabbit.com of the challenge and provide **BIN RABBIT** the opportunity to resolve the dispute. CONTRACTOR should include any documents or other information in support of his/her challenge.

BIN RABBIT's Failure: In the event **BIN RABBIT** 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 **BIN RABBIT** in writing at support@binrabbit.com of the failure and provide a reasonable opportunity to cure it.

VII. EQUIPMENT AND EXPENSES

CONTRACTOR represents that he/she has or can lawfully acquire all equipment, including vehicles necessary for performing Contracted Services, and CONTRACTOR is solely responsible for ensuring that the vehicle used conforms to all vehicle laws pertaining to safety, equipment, inspection, and operational capability.

CONTRACTOR agrees that he/she is responsible for all costs and expenses arising from CONTRACTOR's performance of Contracted Services, including, but not limited to, costs related to

CONTRACTOR's Personnel (defined below) and Equipment. Except as otherwise required by law, CONTRACTOR assumes all risk of damage or loss to its Equipment.

VIII. PERSONNEL

In order to perform any Contracted Services, CONTRACTOR must, for the safety of consumers on the BIN RABBIT platform, pass a background check administered by a third-party vendor, 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, provided any such employees or subcontractors meet all the requirements applicable to CONTRACTOR including, but not limited to, the background check requirements that CONTRACTOR must meet in order to perform Contracted Services. To the extent CONTRACTOR furnishes his/her own employees or subcontractors (collectively "Personnel"), CONTRACTOR shall be solely responsible for the direction and control of the Personnel it uses to perform all Contracted Services.

CONTRACTOR assumes full and sole responsibility for the payment of all amounts due to his/her Personnel for work performed in relation to this Agreement, including all wages, benefits and expenses, if any, and for all required state and federal income tax withholdings, unemployment insurance contributions, and social security taxes as to CONTRACTOR and all Personnel employed by CONTRACTOR in the performance of Contracted Services under this Agreement. BIN RABBIT shall have no responsibility for any wages, benefits, expenses, or other payments due CONTRACTOR's Personnel, nor for income tax withholding, social security, unemployment insurance contributions, or other payroll taxes relating to CONTRACTOR or his/her Personnel. Neither CONTRACTOR nor his/her Personnel shall receive any wages, including vacation pay or holiday pay, from BIN RABBIT, nor shall they participate in or receive any other benefits, if any, available to BIN RABBIT's employees.

Unless mandated by law, BIN RABBIT shall have no authority to withhold state or federal income taxes, social security taxes, unemployment insurance taxes/contributions, or any other local, state or federal tax on behalf of CONTRACTOR or his/her Personnel.

CONTRACTOR and his/her Personnel shall not be required to wear a uniform or other clothing of any type bearing BIN RABBIT's name or logo. CONTRACTOR may, from time to time and at his/hers sole discretion, choose to wear BIN RABBIT branded clothing or accessories during the performance of the Service Stop.

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 BIN RABBIT at least 7 days in advance of such Personnel performing the Contracted Services. The parties acknowledge that the sole purpose of this requirement is to ensure CONTRACTOR's compliance with the terms of this Agreement.

INSURANCE

CONTRACTOR agrees, as a condition of doing business with BIN RABBIT, that during the term of this Agreement, CONTRACTOR will maintain current insurance, in amounts and of types required by law to provide the Contracted Services, at his/her own expense. CONTRACTOR acknowledges that failure to secure or maintain satisfactory insurance coverage shall be deemed a material breach of this Agreement and shall result in the termination of the Agreement and the loss of CONTRACTOR's right to receive Service Routes.

NOTIFICATION OF COVERAGE: CONTRACTOR agrees to deliver to BIN RABBIT, upon request, current

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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 BIN RABBIT 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 BIN RABBIT, including workers' compensation insurance where required by law. CONTRACTOR acknowledges and understands that CONTRACTOR will not be eligible for workers' compensation benefits through BIN RABBIT and is instead responsible for maintaining CONTRACTOR'S own workers' compensation insurance or occupational accident insurance. CONTRACTOR'S maintenance of CONTRACTOR'S own workers' compensation insurance or occupational accident insurance will not disqualify CONTRACTOR from participating in the Occupational Accident Insurance Policy for BIN RUNNERS, which BIN RABBIT may make available to CONTRACTOR.

INDEMNITY

BIN RABBIT 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 BIN RABBIT'S actions arranging and offering the Contracted Services to CONTRACTOR.

CONTRACTOR agrees to indemnify, protect and hold harmless BIN RABBIT, 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 his/her Personnel arising from the performance of delivery services under this Agreement, including personal injury or death to any person (including to CONTRACTOR and/or his/her 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 defence, including attorneys' fees, as well as the payment of any final judgment rendered against or settlement agreed upon by BIN RABBIT or its parent, subsidiary and/or affiliated companies.

CONTRACTOR agrees to indemnify, protect and hold harmless BIN RABBIT, 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 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 and local laws, with respect to CONTRACTOR and CONTRACTOR'S Personnel.

CONTRACTOR shall be responsible for, indemnify and hold harmless BIN RABBIT, 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 or federal licenses, permits, taxes, and assessments of any and all regulatory agencies, boards or municipalities.

XII. LITIGATION CLASS ACTION WAIVER

To the extent allowed by applicable law, separate and apart from the Mutual Arbitration Provision found in Section XI, CONTRACTOR agrees that any proceeding to litigate in court any dispute arising out of or relating to this Agreement, whether because CONTRACTOR opted out of the Mutual Arbitration Provision or any other reason, will be conducted solely on an individual basis, and CONTRACTOR agrees not to seek to have any controversy, claim or dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which CONTRACTOR acts or proposes to act in a representative capacity (“Litigation Class Action Waiver”). CONTRACTOR further agrees that no proceeding will be joined, consolidated, or combined with another proceeding, without the prior written consent of all parties to any such proceeding. If a court of competent jurisdiction determines that all or part of this Litigation Class Action Waiver is unenforceable, unconscionable, void or voidable, the remainder of this Agreement shall remain in full force and effect.

XIII. TERMINATION OF AGREEMENT

CONTRACTOR may terminate this Agreement upon seven (7) days written notice. BIN RABBIT may terminate this Agreement and deactivate CONTRACTOR’S Bin Runner account only for the reasons set forth in the BIN RABBIT Deactivation Policy, or for a material breach of this Agreement. Notwithstanding any other provision in this Agreement, BIN RABBIT reserves the right to modify the Deactivation Policy if, in BIN RABBIT’S good faith and reasonable discretion, it is necessary to do so for the safe and/or effective operation of the BIN RABBIT platform. BIN RABBIT shall provide notice of any such changes to CONTRACTOR via e-mail. Changes to the Deactivation Policy shall be effective and binding on the parties upon CONTRACTOR’S continued use of the BIN RABBIT platform following BIN RABBIT’S e-mail notice of such modifications. Nothing will prevent CONTRACTOR from attempting to negotiate an exemption from any modification to the Deactivation Policy. CONTRACTOR’S and BIN RABBIT’S obligations and rights arising under the Mutual Arbitration Provision of this Agreement shall survive termination of this Agreement. Notwithstanding any other provision in this Agreement, the Deactivation Policy is subject to change; such changes shall be effective and binding on the parties upon BIN RABBIT’S provision of notice to CONTRACTOR via e-mail.

XIV. ENTIRE AGREEMENT, TRANSFERABILITY, AND WAIVER

This Agreement shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and shall not be modified, altered, changed or amended in any respect, unless in writing and signed by both parties. Before accepting any modifications, alterations, changes or amendments, CONTRACTOR shall have the right to discuss any proposed changes with BIN RABBIT and consider whether to continue his/her contractual relationship with BIN RABBIT. This Agreement supersedes any prior contract between the parties. To the extent BIN RABBIT’S consumer-facing Terms and Conditions Agreement (or updated consumer-facing Terms and Conditions Agreement, if applicable) is inconsistent or conflicts with this Agreement, this Agreement controls. However, the decision to opt-out of the Mutual Arbitration Provision in this Agreement does not affect the enforceability of any arbitration agreement in the consumer-facing Terms and Conditions Agreement to which Contractor may be bound (and vice versa). This Agreement may not be assigned by either party without written consent of the other and shall be binding upon the parties hereto, including their heirs and successors, provided, however,

that BIN RABBIT may assign its rights and obligations under this Agreement to an affiliate of BIN RABBIT or any successor(s) to its business and/or purchaser of substantially all of its stock or assets. References in this Agreement to BIN RABBIT shall be deemed to include such successor(s). The failure of BIN RABBIT or CONTRACTOR in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option herein, shall not be construed as a waiver or relinquishment of such term or option and such term or option shall continue in full force and effect.

MISCELLANEOUS

CAPTIONS: Captions appearing in this Agreement are for convenience only and do not in any way limit, amplify, modify, or otherwise affect the terms and provisions of this Agreement.

SEVERABILITY Clause: Except as specifically provided in Section XI, if any part of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect.

GOVERNING LAW: Except for the Mutual Arbitration Provision above, which is governed by the Federal Arbitration Act, the choice of law for interpretation of this Agreement, and the right of the parties hereunder, as well as substantive interpretation of claims asserted pursuant to Section XI, shall be the rules of law of the state in which CONTRACTOR performs the majority of the services covered by this Agreement.

NOTICE AND OPPORTUNITY TO CURE: CONTRACTOR agrees to notify BIN RABBIT in writing at support@binrabbit.com 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 II (Contractor's Operations) and III (Contracted Services), or if the relationship of the parties differs from the terms contemplated in Section IV (Relationship of Parties).