

**Independent Contractor Agreement  
- United States**

**BOUK BOUKERS**

The undersigned operator ("The CONTRACTOR"), an autonomous contractor involved in the operation of executing the services described by this Agreement, and Bouk, LLC ("BOUK," "COMPANY," "we," "us," or "our") have established and entered into this Agreement ("Agreement"). The CONTRACTOR may accept this Agreement as a lone owner or as a business entity. Irrespective of whether you are entitled to execute any Contracted Services or ever do, this Agreement will take effect from the date it is accepted.

**ESSENTIAL: KINDLY STUDY THIS AGREEMENT THOROUGHLY. PAY SPECIAL NOTICE TO THE RECIPROCAL ARBITRATION CLAUSE IN SEGMENT XII, AS IT NEEDS BOTH PARTIES TO SETTLE CONFLICTS/GRIEVANCES ON A PERSONAL BASIS, TO THE UTMOST DEGREE PERMISSIBLE BY LAW, VIA FULL AND BINDING ARBITRATION (UNLESS YOU CORRECTLY QUIT THE ARBITRATION, AS REQUIRED BELOW). BY CONSENTING TO THIS AGREEMENT, YOU CONFIRM THAT YOU HAVE READ AND COMPREHENDED ALL OF THE CONDITIONS AND TERMS, ESPECIALLY SEGMENT XII, AND THAT YOU HAVE DEDICATED TIME TO SEEK ANY HELP REQUIRED TO UNDERSTAND THE IMPLICATIONS OF ACCEPTING THIS AGREEMENT.**

**READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY. YOU EXPRESSLY CONSENT TO BE BOUND BY (1) [BOUK CUSTOMER/USER TERMS OF SERVICE](#), (2) THIS AGREEMENT, (3) [BOUK DRIVER/BOUKER PRIVACY POLICY](#), AND (4) BOUK E-SIGN CONSENT AGREEMENT BY ACCESSING THE BOUK PLATFORM AS A BOUKER.**

**RECITALS**

BOUK is a duly and legally registered company that provides a delivery pick-up and drop-off services and an online marketplace platform using web-based and mobile application technology that connects drivers/boukers/contractors, and other businesses, and consumers ("BOUK platform" or "platform"). BOUK's software permits registered users to request delivery pick-up, drop-off, and place orders for goods from numerous businesses. BOUK software alerts drivers/boukers that a delivery or pick-up request is available once such orders are placed, and BOUK software supports delivery accomplishment. BOUK is neither an eatery, a meal courier service, or a food preparatory company.

The CONTRACTOR is an independent pick-up and drop-off delivery service provider, permitted to perform the services described in this Agreement in the geographic location(s) where CONTRACTOR operates. The CONTRACTOR certifies that he or she or they have all required apparatus and personnel to complete the delivery and any other services envisaged by this Agreement in compliance with applicable laws. The CONTRACTOR wishes to join into this Agreement in order to be able to take advantage of delivery opportunities made accessible through BOUK'S platform. The CONTRACTOR is in full understanding and explicitly accepts that

they are not an employee of BOUK, and that all services provided, including delivery services are done on their behalf and for their business, not BOUK'S. The CONTRACTOR fully recognizes that (i) they have complete control over the method in which deliveries are accomplished and the method by which those requests are fulfilled; (ii) they are unrestricted in choosing when they want to be accessible to start receiving delivery request; and (iii) they have the freedom of negotiating their earnings by, among other things, accepting or rejecting the opportunities relayed from the BOUK platform by users/customers, and they can take advantage of such opportunities to earn more.

BOUK and CONTRACTOR (collectively, "the parties") agree as follows in consideration of the foregoing, in addition to the reciprocal promises duly declared hereunder:

## **I. OBJECTIVE OF THE AGREEMENT**

1. This Agreement establishes the connection between BOUK and CONTRACTOR, as well as the parties' individual obligations and rights. CONTRACTOR shall have the responsibility and authority to execute the "Contracted Services" as described in this Agreement in exchange for the commitments in this Agreement. Nothing in this Agreement, however, obligates CONTRACTOR to undertake any certain quantity of Contracted Services throughout the term of this Agreement, and this Agreement does not guarantee CONTRACTOR any specific volume of business or request for any specific period of time.
2. The CONTRACTOR is not obligated to accept or fulfill any "Delivery Opportunity" (as that term is defined herein) provided through the BOUK platform under the terms of this Agreement. Nonetheless, by accepting a Delivery Prospect, the CONTRACTOR agrees to perform the Contracted Services in compliance with all regulatory consumer and merchant standards, as well as the terms set out below.

## **II. OPERATIONS OF THE CONTRACTOR**

1. The CONTRACTOR declares and demonstrates that they have the ability to handle an autonomously founded business that offers delivery and other services, that they meet all applicable laws, and that they have all needed permits and licenses to conduct any services covered by this Agreement.
2. The CONTRACTOR agrees to provide BOUK with information that is true and accurate, and to promptly inform BOUK should any information require updating. The CONTRACTOR shall be exclusively liable for deciding how to conduct their business and provide the Contracted Services as an independent contractor/enterprise.
3. The CONTRACTOR holds the freedom to undertake tasks (delivery services or other services) for other firms as an independent business venture, and the CONTRACTOR represents that they market and hold themselves out to the wider populace as an independently existing company. The parties understand that they are or may be involved in identical agreements with other organizations to provide the same or similar services, and nothing in this agreement prevents the CONTRACTOR or BOUK from doing so. BOUK has no authority to forbid the CONTRACTOR from carrying out activities for the CONTRACTOR's personal company, other commitments and corporations, customers, or

users at any moment, even if such enterprise are rivals to BOUK, and even while the CONTRACTOR is logged into the BOUK platform, as long as such services do not violate this agreement. Even when this Agreement must be discontinued, the CONTRACTOR's freedom to operate with BOUK or perform services for businesses that compete with BOUK will persist.

4. The CONTRACTOR agrees to complete the Contractual Services in a prompt, professional, secure, and legal manner. BOUK has no power to dictate the form, technique, or methods by which the CONTRACTOR performs the Contracted Services and will not do so. Instead, the CONTRACTOR is entirely responsible for identifying the most effective, secure, and economical method of performing the Contracted Services, including route choice, delivery, and pick-up.
5. If the CONTRACTOR's authority to govern the way or technique they utilize to conduct services changes from the standards envisioned in this Section, the CONTRACTOR agrees to quickly notify BOUK in writing at [www.boukofficials.com](http://www.boukofficials.com).
6. As a result of executing business with BOUK or participating in this Agreement, the CONTRACTOR is not compelled to acquire, rent, or hire any items, machinery, or services from BOUK.
7. For the prevention of unauthorized access to the CONTRACTOR's account and to avoid unauthorized use of the BOUK platform, it is hereby agreed that the CONTRACTOR shall keep confidential and protect their email, phone number, password, or other means of accessing their account via the BOUK platform. The CONTRACTOR further acknowledges that unauthorized use of CONTRACTOR's account, email, phone number and password could lead to financial loss and access to CONTRACTOR's sensitive personal and account information. Therefore, disclosure of BOUK's account information, user ID, and/or password to any person or entity by the CONTRACTOR, CONTRACTOR assumes all risks and losses associated therewith. If the CONTRACTOR believes someone may attempt to use or has accessed the CONTRACTOR's account without the CONTRACTOR's permission, or that any other unauthorized use or security breach has occurred, CONTRACTOR agrees to notify BOUK at [www.boukofficials.com](http://www.boukofficials.com) without delay.
8. The CONTRACTOR, by using the BOUK platform, equally accepts to be legally held accountable by the BOUK Customer Terms of Service and that any breach of the BOUK Customer Terms of Service will be considered a breach of this Agreement. Nevertheless, where this Agreement and the BOUK Customer Terms of Service conflict, the terms of this Agreement shall prevail.
9. The CONTRACTOR'S information will be used to create and account when signing up to be a user of the BOUK platform. The CONTRACTOR is precluded from signing-up to be a Bouker more than once by creating multiple accounts.
10. It is hereby acknowledged by the CONTRACTOR that, when engaging with the BOUK platform on a mobile device, data usage and rates may apply.

### **III. SERVICES CONTRACTED**

1. The CONTRACTOR will be notified occasionally by the BOUK platform of the chance to fulfill deliveries from diners/restaurants/fast food places, individuals or other companies to customers following request placed by customers/user via the BOUK platform or directly

from individuals, eateries, or other businesses (each of these is termed a "Delivery Opportunity").

2. By logging into the BOUK platform as a Bouker, the CONTRACTOR agrees to making themselves accessible to receive Delivery Opportunities, which the CONTRACTOR may accept or decline.
3. Each Delivery Opportunity accepted by the CONTRACTOR ("Contracted Service") is testament of the CONTRACTOR'S agreement to proceed to the restaurant or other business to retrieve the order in a safe and timely fashion, ensure the order is accurately filled according to the consumer, restaurant, and/or business specifications, and complete delivery of the order to consumers in a safe and timely fashion without taking any action that would alter the quality or presentation of the items being delivered, while at all times, adhering to reasonable expectations on food safety, quality and health standards as required by the restaurants or other businesses and/or applicable law. A Delivery Opportunity is considered complete when the order has been delivered to the ordering party, or, and only when applicable, placed in a designated area as selected by the consumer, in addition to any other task required for completion of the delivery. The CONTRACTOR agrees to timely mark a delivery as completed through the BOUK platform upon delivery of the order to the ordering party.
4. The CONTRACTOR acknowledges that BOUK retains the right to choose which, if any, Delivery Opportunities to propose to CONTRACTOR, and that CONTRACTOR retains the right to approve or decline any Delivery Opportunity.
5. The CONTRACTOR understands and agrees that the conditions of each Contracted Service are set by the user/customers, diner, and/or other business, not BOUK, and signify the expected outcome, not the manner by which the CONTRACTOR will achieve the outcome. When it is necessary in the CONTRACTOR's sensible discernment and business assessment, the CONTRACTOR retains the privilege to cancel a Contracted Service. Despite the above, the CONTRACTOR accepts to retain both a customer assessment and a customer evaluation as of the day this Agreement comes into force. A violation of this term represents an essential breach of this Agreement, and BOUK reserves the right to cancel this Agreement and/or disable the CONTRACTOR'S profile in the event of such a breach.
6. The CONTRACTOR'S interaction is entirely at the peril of the CONTRACTOR'S individual business, which is completely distinct and separate from BOUK'S business, which is to render a delivery pick-up, drop-off, and an online marketplace platform that links contractors/drivers/boukers, restaurants, and/or other businesses with users/customers using web-based and mobile application technology.
7. BOUK is hereby authorized by the CONTRACTOR to converse with the CONTRACTOR, the consumer, and/or the restaurant or other business during the course of a Contracted Service to give help to the CONTRACTOR, or to allow unrestricted interaction between the CONTRACTOR and the user/customer, restaurant, and/or business, to the limits established by the CONTRACTOR, in order to meet the requests of deliveries. BOUK is not permitted to influence the way or mechanism by which CONTRACTOR accomplishes delivery services or other services specified by this Agreement under any scenarios. This currently includes, but not restricted to the following:
  - I. CONTRACTOR is not entitled or compelled or attached to a boss or anyone at BOUK to whom he or she or they report.

- II. At any stage throughout their usage of the platform to execute the Contracted Services, CONTRACTOR is not obligated to display any BOUK signs or other designation on their vehicle/carrier or person.
  - III. CONTRACTOR does not receive performance evaluations by BOUK.
  - IV. BOUK has little or no influence regarding CONTRACTOR's looks.
  - V. BOUK does not dictate the type or grade of conveyance used by the CONTRACTOR.
- 8. If the CONTRACTOR becomes unable complete any Contracted Service resulting directly from the CONTRACTOR's conduct or error (a "Service Failure"), the CONTRACTOR will forgo all or some of the set remuneration for that request. If the CONTRACTOR contests culpability for a Service Failure, the disagreement will be addressed in accordance with the "Payment Disputes" section of this agreement.
  - 9. Should the CONTRACTOR's services or extent of operation deviate in any way from what is envisioned in this Section, the CONTRACTOR shall immediately notify BOUK in writing by lodging a Support request through [www.boukofficials.com](http://www.boukofficials.com).

#### **IV. CONTENT**

- 1. The CONTRACTOR can offer comments, texts, images, sound, multimedia, material, and other data (specifically, "Content") using the BOUK platform. The CONTRACTOR granted BOUK a non-exclusive, global, copyright, continuous, sub-licensable, and transferrable permission to replicate, tweak, produce derivative works of, disseminate, promote, and otherwise utilize that Content, in any format and through any channels, without restriction by delivering Content.
- 2. When the Content contains individual data, BOUK's [Privacy Policy](#) explains how that data is used. When BOUK funds or enables the development of Content, BOUK would own the Content, which will be stated in extra terms or disclosures.
- 3. Where any of the CONTRACTOR's Content breaches or violates on the intellectual property or privacy rights of a third party, the CONTRACTOR is solely accountable and culpable. Content that is biased, abusive, defamatory, misleading, violent, or unlawful, amongst many other issues, is banned, and all relevant BOUK policies, including but not confined to the BOUK Terms Of service, must be followed.
- 4. CONTRACTOR is entirely liable for all Content provided by CONTRACTOR and certifies that CONTRACTOR owns it or has the authority to give BOUK the rights set out in these Terms.
- 5. The CONTRACTOR accepts that BOUK may render translation services or automation devices accessible, and that such resources or technologies may be used to interpret the CONTRACTOR's Content.

#### **V. PARTIES' RELATIONSHIP**

- 1. The parties expressly consent that this Agreement is between two co-equal, distinct commercial companies that are managed and run differently. This Agreement is intended to establish a principal-independent contractor relationship rather than an employer-

employee relationship between the parties. As a result, the parties are not one another's employees, agencies, joint - venture, or partners in any way. Except as expressly specified in this Agreement, neither party has the authority to bind the other by contract or otherwise.

2. The elements of the Agreement retaining absolute power to BOUK were added exclusively to ensure the safety of users/customers and other CONTRACTORS using the BOUK platform, as well as to comply with nationwide, statewide, and municipal laws, regulations, and judgments thereof.
3. Where the number of transactions to the CONTRACTOR meets or is required, BOUK shall provide the CONTRACTOR with an annual report detailing all payments received to the CONTRACTOR on an applicable IRS Form 1099. All such payments, as well as any monetary incentives, will be reported to the proper national, statewide, and county revenue agencies by the CONTRACTOR.

## **VI. PAYMENT FOR SERVICES**

1. The CONTRACTOR will be paid for exact Contracted Service executed in a sum consistent with the openly published pay model, which the CONTRACTOR can access [here](#), unless a different rate of pay is negotiated or the CONTRACTOR is notified of the contrary by BOUK in writing, or unless otherwise stated in this Agreement.
2. With every purchase that involves consumer payment via the BOUK platform, BOUK will process payments made by consumers and transmit applicable payment for the Contracted Services to the CONTRACTOR. Payments for all Contracted Services completed in a given week, less the amount of cash payments that the CONTRACTOR receives from cash-based Contracted Services they complete, will be transferred, periodically (at least weekly) via direct deposit unless BOUK gives notice of otherwise, in writing, to the CONTRACTOR, or faster method of payment, via Fast Pay, is requested by the CONTRACTOR.
3. BOUK retains the right to reduce or withhold all or a part of payment owed to the CONTRACTOR if BOUK reasonably suspects that the CONTRACTOR has defrauded or abused, or attempted to defraud or abuse, the platform. BOUK may from time to time provide CONTRACTORS the chance to earn additional money by completing Contracted Services at particular periods or in specific locations. Nothing in this Agreement prevents the parties from seeking a different price of compensation, and the CONTRACTOR is entitled to accept or decline any such offers.
4. BOUK's online credit card software may allow customers to add a tip to be paid to the CONTRACTOR, while customers can pay a tip to the CONTRACTOR in cash as well. Any tip given by the user/customer, whether in cash or by credit card, will be retained in full by the CONTRACTOR. BOUK further acknowledges that it has no authority to intervene in the amount of tip paid to CONTRACTOR by customers.
5. The responsibility for verifying the accuracy of their bank account and/or debit card information to receive timely payments is squarely on the CONTRACTOR. BOUK is not responsible for lost or late payments due to incorrect routing and/or account information.
6. The CONTRACTOR agrees that, by agreeing to any separate contract with a third-party that will process payments owed under this Agreement to the CONTRACTOR, BOUK shall discharge its payment obligations to the CONTRACTOR by funding the amounts payable and directing the third-party processor to pay such funded amounts to the CONTRACTOR.

After BOUK funds and directs payment, any continuing refusal by the third-party processor to issue payment to CONTRACTOR shall be resolved by the CONTRACTOR and not BOUK.

7. BOUK may, from time to time, offer the CONTRACTOR a cash-based Delivery Opportunity. The order subtotal and the CONTRACTOR earnings from those Delivery Opportunities will be deducted from CONTRACTOR's earnings balance in the BOUK platform, and the CONTRACTOR will keep the cash provided by the customer. Tracking, reporting, and paying appropriate taxes on all tips received from cash-based Delivery Opportunities shall be the responsibility of the CONTRACTOR.
8. BOUK may from time-to-time present unique Boukers promotions or referral programs, and the CONTRACTOR agrees not to falsify or misuse the referral programs or Bouker promotions by, for example, (a) altering with the location function on their cellphone; (b) trying to collect bonus or promotional pay when not eligible under relevant policies; or (c) generating new Bouker or consumer profiles. Such exploitation or misconduct is a material breach of this Agreement, and their profile may be deleted as a result.

## **VII. PAYMENT DISPUTES**

1. *Failure on the part of BOUK:* If BOUK falls short in remitting payment in a prompt or precise way, except as provided in Section VI(5), the CONTRACTOR may sought immediate payment through any lawful methods proposed by this Agreement and, if the CONTRACTOR succeeds, shall be eligible to claim rational costs sustained in seeking proper payment, provided, however, that the CONTRACTOR shall first notify BOUK in writing at [www.boukofficials.com](http://www.boukofficials.com) of the failure and a rational opportunity to remedy it be provided to BOUK.
2. *Failure on the part of the CONTRACTOR:* The CONTRACTOR shall not be eligible for payment as indicated in the previous section if there is a Service Failure (this is to be decided in accordance with the rational discretion of BOUK). Any payment restriction will be supported by evidence presented by the user/customer, restaurant, or other company, the CONTRACTOR, and any other party with useful details. BOUK is responsible for determining whether a Service Failure was caused by the CONTRACTOR's doing or negligence. The CONTRACTOR may dispute BOUK's decision by any legal procedures provided for in this Agreement; however, the CONTRACTOR must inform BOUK in writing of the issue at [www.boukofficials.com](http://www.boukofficials.com) and provide BOUK the opportunity to settle the disagreement. The CONTRACTOR must include all supporting documentation and necessary information for the issue.

## **VIII. MACHINERY AND EXPENDITURE**

1. CONTRACTOR demonstrates that they have or can legally obtain all machinery, including cars, bikes, and trucks ("Equipment"), required to execute Contracted Services, and that CONTRACTOR is primarily accountable for maintaining that any mode or vehicle used complies with all vehicle laws relating to registration, safety, inspection, and operational capability.
2. Contractor undertakes to bear all expenditure or amount incurred as a result of CONTRACTOR's execution of Contracted Services, including but not restricted to costs associated with CONTRACTOR's Employees (defined below) and Machinery.

CONTRACTOR bears all liability of harm or destruction to their Machinery, unless otherwise legally required.

## **IX. EMPLOYEE**

1. For effective and adequate execution of any Contracted Services, the CONTRACTOR must complete and pass a background check conducted by a third-party contractor, subject to the CONTRACTOR's legal authorization, for the safeguarding of customers on the BOUK platform. The CONTRACTOR is under no duty to fulfil any Contracted Services individually, but may, to the measure allowed by law and subject to the terms of this Agreement, employ or use others (as workforce or contract workers of the CONTRACTOR) to conduct all or some of the Contracted Services, provided that any such staff members or sub - contractors satisfy all of the CONTRACTOR's criteria, including, but not limited to, accepting the terms of this Agreement, separate from the CONTRACTOR. If the CONTRACTOR provides its individual staff or subcontractors (collectively "Employees"), the CONTRACTOR is exclusively liable for the supervision and management of the Employees used to execute the Contracted Services.
2. The CONTRACTOR assumes total and complete liability for all payments owed to their Staff for services completed in connection with this Agreement, including all salaries, incentives, and expenditures, if any, as well as all necessary statewide and federal income tax withholdings, welfare benefits, and social security taxes, and all Employees engaged by the CONTRACTOR in the performance of Contracted Services under this agreement.
3. BOUK is not a proprietor or co-employer of the CONTRACTOR's Employees, and shall have no liability for any salaries, rewards, expenditures, or other payouts owed to the CONTRACTOR's Staff, as well as income tax withholding, social security, welfare benefits, or other paycheck taxes owed to the CONTRACTOR or their Personnel. BOUK will not offer the CONTRACTOR or their workers any salaries, including holiday or leisure entitlements, or take part in or earn any other benefits available to BOUK's employees.
4. BOUK has no power to remove provincial or national income taxes, social security taxes, unemployment benefits taxes/contributions, or any other local, state, or federal tax on behalf of the CONTRACTOR or their Employees, unless otherwise required by law.
5. The CONTRACTOR and their employees will not be required to put on a uniform or any other clothes containing BOUK's trademark or brand.
6. When the CONTRACTOR employs Persons to execute the Contracted Services, the CONTRACTOR's Employees must abide by all of the conditions of this Agreement, which the CONTRACTOR must establish binding by a formal contract between the CONTRACTOR and such Employees. At minimum 7 days prior to such Staff executing the Contracted Services, a version of such contractual document must be made accessible to BOUK. Furthermore, when the CONTRACTOR'S Employees will be executing Contracted Services, the CONTRACTOR should notify BOUK. This obligation exists solely to guarantee that the CONTRACTOR complies with the requirements of this Agreement.

## **X. INSURANCE**



1. As a prerequisite of carrying out business with BOUK, the CONTRACTOR accepts to sustain the present insurance, in sums and kinds needed by law, to supply the Contracted Services and indemnify the CONTRACTOR during execution of the Contracted Services, at their personal expenses, within the duration of this Agreement. Refusal to obtain or ensure proper insurance cover will be considered a serious violation of this Agreement, resulting in the dissolution of the Agreement and the termination of the CONTRACTOR's entitlement to get Delivery Opportunities.
2. **ALERT OF INSURANCE COVERAGE:** Upon BOUK's demand, the CONTRACTOR will be requested to submit valid proofs of insurance as evidence of coverage. When the CONTRACTOR obtains, renews, or changes insurance policy the CONTRACTOR must produce updated documents. Prior to actually canceling any insurance cover necessary under this Agreement, the CONTRACTOR must give BOUK advance formal notification of at least thirty (30) days.
3. **WORKERS' REMUNERATION/OCCUPATIONAL HAZARD INSURANCE:** The CONTRACTOR must have enough insurance that covers any hazards or liabilities originating from or linked to the CONTRACTOR'S connection with Bouk, including employees' compensation insurance as legally required. The CONTRACTOR will not be qualified for Bouk's employees' benefit plans and will be accountable for obtaining and sustaining his or her own employees' compensation or occupational hazard insurance. The maintenance of the CONTRACTOR'S own workers' compensation insurance or occupational accident insurance will not disqualify the CONTRACTOR from participating in the Occupational Accident Insurance Policy for Boukers, which BOUK may make available to the CONTRACTOR.

## **XI. INDEMNITY**

1. BOUK commits to cover, defend, and keep the CONTRACTOR safe from any and all allegations, charges, losses, lawsuits, damages, liabilities, and civil claims originating primarily from BOUK's acts in providing and assisting the CONTRACTOR's Contracted Services.
2. The CONTRACTOR accepts to indemnify, safeguard, shield and hold harmless BOUK, along with all parent, division, and/or related entities, as well as its historical and contemporary successors, executives, officials, stakeholders, intermediaries, legal teams, and workers, from any and all claims, requests, harm, cases, liabilities, deeds, and obligations originating wholly or in part from, as a consequence of, or in correlation with the CONTRACTOR or/and their employees actions and/or omission resulting from the execution of the contracted service within this Agreement, also comprising of bodily harm or demise of any individual (including to the CONTRACTOR and/or their workers) in addition to any obligation generating from the CONTRACTOR's fault to obey and follow the terms of this Agreement. The CONTRACTOR's obligations under this agreement include legal fees, including lawyers' fees, as well as the settlement of any final court ruling or resolution reached against BOUK or its parent, subsidiary, and/or related firms.
3. The CONTRACTOR accepts to indemnify, safeguard, shield and hold harmless BOUK, along with all parent, division, and/or related entities, as well as its historical and contemporary successors, executives, officials, stakeholders, intermediaries, legal teams, and workers, from any and all tax liabilities and obligations for payment of all local, state and federal taxes including but not constrained to paycheck taxes, self-employment taxes,

employees remuneration and any levies enforced at all levels of government with regards to the CONTRACTOR and the CONTRACTOR's employees.

4. The CONTRACTOR accepts to indemnify, safeguard, shield and hold harmless BOUK, along with all parent, division, and/or related entities, as well as its historical and contemporary successors, executives, officials, stakeholders, intermediaries, legal teams, and workers, from any and all expenditure of CONTRACTOR's organization, including, but not restricted to, the cost and obligations for any and all required insurance at all levels of government, permits, taxes, and evaluation of any and all governing bureaus, or local authorities.

## **XII. MUTUAL ARBITRATION PROVISION**

1. The Parties consent to this Reciprocal Arbitration Clause, to be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA") and which specifies the conditions to any and all disputes that may originate from or are associated to this Agreement, including but not restricted to the CONTRACTOR's categorization as an independent contractor, the CONTRACTOR's fulfilment of Contracted Services to customers, diners, shops or other businesses, the income received by the CONTRACTOR for executing request made by users/customers, eateries, or other businesses, the discontinuation of this Agreement and other areas of the CONTRACTORS association with BOUK previously, presently or in the future, whether originating under all laws at every level of government, with the inclusion of harassment, discrimination or retaliation claims and claims arising under or related to the Age Discrimination in Employment Act (or its state or local equivalents), Civil Rights Act of 1964 (or its state or local equivalents), Americans With Disabilities Act (or its state or local equivalents), Family Medical Leave Act (or its state or local equivalents), Federal Credit Reporting Act (or its state or local equivalents), Telephone Consumer Protection Act (or its state or local equivalents), or Fair Labor Standards Act (or its state or local equivalents), state and local wage and hour laws, state and local statutes or regulations addressing the same or similar subject matters, and all other federal, state or local claims arising out of or relating to the CONTRACTOR's relationship or the termination of that relationship with BOUK.
2. This Mutual Arbitration Agreement covers disputes between the CONTRACTOR and any BOUK affiliates, subsidiaries, successors, agents, and employees that generate from or associated with this Agreement but is not applicable to any claims that cannot be arbitrated under applicable law. To the extent the parties have both arbitrable and non-arbitrable disputes that are related, the arbitrable disputes shall proceed first in arbitration and the non-arbitrable disputes shall be stayed, and any applicable statutes of limitations tolled, pending completion of the arbitration. Even if the CONTRACTOR and/or BOUK are excluded from the FAA, the parties outrightly accept that the FAA will define this Agreement. Any disagreements over the FAA's applicability will be decided by an independent arbitrator. The state law regulating arbitration clauses in the state where the CONTRACTOR works will govern if the FAA does not apply for whatever reason.
3. The Parties accept candidly that unofficial attempts to settle conflicts can often lead to quick, minimal, and mutually satisfactory conclusion, and thus agree that, before any party seeks arbitral proceedings against the other, private dialogue to find casual approaches of resolution in good faith via videoconferencing or phone conversation must first be held. The initiating party shall give the other notice in writing of the intended informal meeting, either by themselves or through a counsel and the meeting shall hold

45 days after the other party receives such notice, except there is mutually agreed upon extension of time. The notice may be done by the official email addresses or any other convenient means of record. In the meantime, statute of limitations and other related laws shall be tolled until the informal process is completed.

4. If the unofficial procedure fails to resolve the disagreement amongst the parties and either party wishes to pursue arbitration, the originating party must give a notice in letter inside the relevant statute of limitations timeframe via registered mail, return postage desired, or delivered by hand. This request for arbitration should include (1) the party requesting arbitration's contact details, including name and address (2) an explanation of the claims regarding legal and factual grounds, (3) a statement of the solution desired, (4) the sum in dispute, and (5) the party requesting arbitration's personal signature. Unless otherwise specified, any motion for arbitration by either party must be addressed to the attorney who served the other in the unofficial settlement agreement.
5. **Arbitration Class Action Waiver.** By agreeing to arbitrate, both CONTRACTOR and BOUK forfeit their right to have any conflict or claim presented, voiced, or resolved as, or to take part in, a civil lawsuit, joint action, or delegated action.

Any assertion that all or part of this Arbitration Class Action Waiver is voidable, unjustifiable, invalid, or unenforceable may only be decided by a court of law, not by an arbitrator. If (1) a class, group, or delegated action is lodged and (2) an ultimate prosecutorial judgment is made that all or part of the Arbitration Civil Suit Waiver is voidable, the class, collaborative, and/or delegated action must be challenged in the law court of competent jurisdiction to that degree, but the segment of the Arbitration Class Action Waiver that is actionable shall be upheld in arbitration. All other conflicts over whether this Mutual Arbitration Provision is actionable, inadmissible, suitable, legitimate, null, or revocable, as well as all conflicts over the reimbursement of arbitrator or arbitration-organization charges, such as the scheduling of such fees and solutions for nonpayment, shall be decided solely by an arbitrator, not a court. Nothing about this paragraph is intended to be understood as prohibiting negotiations on a class-wide, collective, and/or representative grounds.

6. This Segment and the terms included therein do not alter the CONTRACTOR's status as an independent contractor who is not a worker of BOUK or its clients, and any court settlements from such relationships are liable to arbitration as described in this Section.

7. Except as follows, any arbitration shall be regulated by the International Institute for Conflict Prevention & Resolution's CPR Administered Arbitration Rules and, when appropriate, the CPR Employment-Related Mass-Claims Protocol (collectively, the "CPR Rules"):

a. One independent arbitrator (the "Arbitrator"), chosen in compliance with the CPR Rules, will oversee the arbitration tribunal. An attorney with experience in the law underpinning the disagreement will serve as the Arbitrator.

b. The arbitration shall hold within 45 miles of the CONTRACTOR's location as of the commencement date of this Agreement if the parties cannot agree on a site otherwise.

c. Except where relevant legislation offers alternatively, BOUK and the CONTRACTOR shall share equal filing cost and other related and regular administrative expenses, as are prevalent to both court and administrative hearings, but the CONTRACTOR's portion of such charges will not surpass the filing fee to file the claim in a court of law encompassing the arbitration location. BOUK will cover any expenditures that are particular to arbitration, such as paying of the Arbitrator's charges and venue lease.

d. Applications to disqualify and/or moves for preliminary injunction may be heard by the Arbitrator, who will employ the Federal Rules of Civil Procedure to such motions.

e. The Arbitrator may issue instructions (which includes, the degree allowed legally, subpoenas of third parties) permitting the parties to perform revelation satisfactorily to enable each party to organize its assertions and/or countermeasures, keeping in mind that arbitration is intended to be a faster and effective way to settle. Except as presented in the Arbitration Class Action Waiver, the Arbitrator may grant all solutions to which a party is entitled under applicable law and which would perhaps be obtainable in a legal proceeding, but the Arbitrator is not permitted to grant any solutions for the assertions introduced in arbitration that would not have been usable in a courtroom.

f. The Arbitrator's ruling or judgment must be written and added factual findings as well as legal conclusions.

g. The Arbitrator has the authority to impose rulings protecting the privacy of personal data, commercial secrets, and other sensitive data. Any individual with a personal stake in the arbitration may witness the proceeding, pursuant to the Arbitrator's decision or the parties' agreement. Any non-party may be excluded from any section of the proceedings by the Arbitrator.

h. Either the CONTRACTOR or BOUK may seek provisional or interim injunction from a court of law on the grounds that the arbitration specified in this section may be deemed ineffective without it.

i. The Arbitrator's decision can be enforced in any court of law.

8. Nothing in this Mutual Arbitration Provision restricts any individual from reporting to, or submitting an assertion or claim with, the United States Securities and Exchange Commission, the Equal Employment Opportunity Commission, the United States Department of Labor, the National Labor Relations Board, or the Office of Federal Contract Compliance Programs; a federal agency from investigating any declaration, assertion, or claim otherwise enclosed by this Mutual Arbitration Provision; or federal authorities from investigating any complaint or charge otherwise encased by this Mutual Arbitration Provision; or exempts anyone from meeting stipulated standards or seeking official solutions within the relevant law before charging a claim in arbitration. BOUK will not react or reciprocate the gesture against the CONTRACTOR for bringing a petition with an adjudicating authority or expressing rights under Section 7 of the National Labor Relations Act (personally or in combination with others).

9. This Mutual Contract Terms does not apply to disagreements between the parties that are not susceptible to a pre-dispute arbitration clause, such as those granted by an Act of Congress or a legitimate, binding Executive Order.

10. The CPR Rules can be discovered at [www.cpradr.org](http://www.cpradr.org), by using a service like [www.google.com](http://www.google.com) to look for "CPR Administered Arbitration Rules" and "CPR Employment-Related Mass-Claims Protocol," or by requesting a version from BOUK's General Counsel.

**11. The Right of the New CONTRACTOR to Opt Out of the Mutual Arbitration Provision.** Every new CONTRACTOR can provide a declaration to BOUK indicating that he or she or they desire to drop out from the MUTUAL ARBITRATION PROVISION. If a New CONTRACTOR desires or prefer to discontinue, he or she or they must send a BOUK Notice to General Counsel via First Class Mail. The CONTRACTOR's opt out notice should be postmarked within 30 days of the Agreement's start date to be valid. The CONTRACTOR and BOUK are presumed to have consented to this Mutual Arbitration Provision if the CONTRACTOR does not opt out within 30 days of the commencement date of this Agreement.

12. This Mutual Arbitration Provision overrides any and all previous arbitration contracts between the CONTRACTOR and BOUK and is the comprehensive contract pertaining to the official dispute resolution covered by this Mutual Arbitration Provision, except otherwise presented in the preceding paragraph(s).

SAVING CLAUSE; - If any section of this Mutual Arbitration Provision is found to be invalid, the balance of the Mutual Arbitration Provision will continue in effect.

### **XIII. LITIGATION CLASS ACTION WAIVER**

1. As much as permissible by law, differentiate and set-apart from the Mutual Arbitration Provision set forth in Section XII, the CONTRACTOR acknowledges that any hearing to bring an action in court generated out of or pertaining to this contract either because the CONTRACTOR decided to drop-out of the Mutual Arbitration Provision or for any other purpose, will be carried out entirely on a personal level, and the CONTRACTOR accepts not to pursue to have any scandal, claim, or conflict adjudicated by a personal attorney, civic lawsuit or delegated representative action or in any legal hearing in which the CONTRACTOR decides to partake in or propose to partake in a representative position ("Litigation Class Action Waiver").
2. The CONTRACTOR also agrees that no hearing shall be merged, combined, or combined with another case unless all parties to that case have given their prior express written authorization.
3. SAVING CLAUSE; - If any portion or all of this Litigation Class Action Waiver is found to be invalid, unconstitutional, null, or revocable by a court of law, the balance of this Agreement will continue in force and authority.

### **XIV. LEGAL PROCESSES AFFECTING BOUKER ACCOUNTS**

1. BOUK will not dispute any provincial or national court process ("Legal Process") issued against CONTRACTOR'S Bouker profile on the CONTRACTOR'S behalf and may conduct measures to comply with such Legal Process as BOUK deems relevant, without assuming any duty to the CONTRACTOR.
2. BOUK may acknowledge any legal proceedings or notice that is served personally, by mail, email or fax to any BOUK facility or at the office of any agent authorized by appointment or by law to receive service on behalf of BOUK, even if such service is insufficient under law.
3. BOUK may prohibit the CONTRACTOR from utilizing payment options other than weekly direct deposits (i.e., prohibiting use of Fast Pay or other payment alternatives that BOUK may offer to CONTRACTOR) if Legal Process is brought against CONTRACTOR'S Bouker account.
4. The CONTRACTOR shall be accountable to BOUK for any sums received by the CONTRACTOR through payment options other than weekly direct deposit that otherwise would have been withheld pursuant to such Legal Process, and BOUK may recoup or offset such amounts from any obligation owed by BOUK to the CONTRACTOR.

5. Legal Process brought against the CONTRACTOR'S Bouker account may result in delays in payments to the CONTRACTOR and BOUK shall not be liable to the CONTRACTOR on account of any losses resulting from delays of such nature.

## **XV. PROPRIETARY RIGHTS AND LICENSES**

1. All copyright, database rights, trademarks (registered or unregistered), design rights (registered or unregistered), patent applications, patents, and other intellectual property rights of any kind in the BOUK platform, as well as the underpinning software code and any and all rights in or sourced from the BOUK platform, are trademarked/proprietary/copyrighted, and belong either explicitly by BOUK or by BOUK's licensors and are secured by relevant intellectual property and other laws. The CONTRACTOR accepts not to utilize such proprietary data, resources, or intellectual property rights in any way other than to provide the Contracted Service in accordance with the provisions of this Agreement using the BOUK platform. No portion of the BOUK platform may be reproduced in any form or by any means, except as expressly permitted in the terms of this Agreement. Except as specifically authorized in the provisions of this Agreement, no section of the BOUK platform may be duplicated in any form or by any way. The Contractor undertakes to not alter, hire, mortgage, borrow, trade, redistribute, or reproduce derivative works reliant on the BOUK platform or any intellectual property rights thereof in any way, and to not abuse the BOUK platform or any intellectual property rights therein in any unlawful way.
2. BOUK hereby grants the CONTRACTOR a non-comprehensive, non-transmissible, non-sublicensable, reversible authorization to use the BOUK platform specifically for the purpose of performing the Contracted Services in line with this Agreement's provisions. BOUK owns all rights, name, and interest in and to the BOUK platform, as well as all related intellectual property rights. Any such permission will expire if this Agreement is terminated.
3. Any inquiries, opinions, ideas, opinions, reviews, or other information ("Submissions") made by the CONTRACTOR to BOUK on the BOUK platform are submitted voluntarily and becomes an exclusive property of BOUK. BOUK shall own complete rights to such Submissions, including all intellectual property rights in them, and shall be empowered to utilize and disseminate them for any cause, commercial or otherwise, without credit or remuneration to the CONTRACTOR.

## **XVI. TERMINATION OF AGREEMENT**

1. BOUK reserves the right to nullify this Agreement and disable the CONTRACTOR'S Bouker profile only if the CONTRACTOR has expressly agreed to the BOUK POLICY, or if the CONTRACTOR has committed a serious violation of this Agreement. BOUK may also temporarily remove access to the platform of BOUK for the purposes of timely investigation where fraud or abuse is suspected, including circumvention of compliance with Legal Process, or when deemed necessary to protect the safety and security of the users of BOUK platform.
2. The CONTRACTOR may rescind the Contract by sending BOUK a written notice of 7 days.

3. The duties and responsibilities of the CONTRACTOR and BOUK deriving from this Agreement's Mutual Arbitration Provision will outlive its cancellation. The Deactivation Policy is prone to revision, despite any other condition of this Agreement; such adjustments shall come into force and legally enforceable on the parties upon BOUK'S dissemination of notice to the CONTRACTOR through email.

## **XVII. THIRD PARTY SERVICES**

1. While using the BOUK platform, CONTRACTOR may be able to access services from various third parties occasionally. CONTRACTOR acknowledges that these services are susceptible to each third-party provider's user agreement. BOUK is not liable for these services or the conduct or errors of any third-party provider, and the CONTRACTOR accepts that BOUK will not be held liable for them.
2. Google Maps: As a CONTRACTOR, you may be allowed to leverage Google Maps in-app navigation capabilities while conducting Contracted Services utilizing the BOUK platform. By doing so, CONTRACTOR agrees that while the BOUK platform is operating, Google may obtain CONTRACTOR's geographic information in order to provide and optimize Google's services, that such information may also be communicated with BOUK in addition to enhancing BOUK's operational processes, and that Google's terms and privacy policy will extend to this utilization. CONTRACTOR can choose other navigation apps or none at all outside of the BOUK platform.

## **XVIII. MODIFICATION**

1. BOUK reserves the right to update this Agreement from time to time. However, when BOUK makes major modifications to this Agreement, it will post the updated Agreement on the BOUK Platform. Any major modifications will be communicated to the CONTRACTOR by BOUK prior to the amended Agreement's start date. If the CONTRACTOR does not agree with the updated Agreement, the CONTRACTOR may promptly cancel the Contract as set out below. The CONTRACTOR's continuing access to or use of the BOUK platform will be considered as an acceptance of the amended Agreement if the CONTRACTOR does not cancel the Agreement before the modified Agreement comes into effect.
2. BOUK reserves the right to amend data on any website connected to this Agreement at any moment, and such changes will enter into force immediately after they are posted.
3. The CONTRACTOR's approval to such adjustments will be implied by the CONTRACTOR's continual use of the BOUK platform following any such amendments.

## **XIX. ENTIRE AGREEMENT, TRANSFERABILITY, AND WAIVER**

1. Any prior contract amongst the parties is superseded by this Agreement. This Agreement reigns supreme to the degree that BOUK's customers expected to face Terms and Conditions Agreement (or revised consumer facing Terms and Conditions Agreement, if pertinent) is unpredictable or dispute with this Agreement; and this Agreement shall encompass the parties' whole mutual understanding with respect to the subject matter of this Agreement and shall not be adjusted, transformed, shifted, or updated in any way

unless in formal writing or notice and approved by BOUK and the other party, and except BOUK updates the contract pursuant to SECTION XVIII.

2. This Agreement may not be allotted by any party without the other's formal prior approval and will tie the parties hereinafter, including their beneficiaries and descendants, except that BOUK may delegate its entitlement and responsibilities under this Agreement to an associate of BOUK or any successor(s) to its business and/or acquirer of significantly all of its equities or holdings. BOUK shall be construed to add such successor in all references to BOUK in this Agreement (s).
3. BOUK's or CONTRACTOR's inability to enforce stringent compliance with the provisions of this Agreement or to pursue any alternative hereunder shall not be understood as a waiver or renunciation of such clause or provision, which shall remain in full force and effect.

## **XX. ELECTRONIC-SIGNATURE AGREEMENT**

This BOUK E-Sign Consent Agreement ("E-Sign Agreement") permits BOUK to update users/customers/drivers/boukers/merchants and other businesses registered on the platform with electronic/online 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 "BOUK," "we," "us," and "our," mean Bouk, Inc. its affiliates, successors, assigns, and any designated third-party service providers acting on their behalf.

### **1. Scope of E-Sign Agreement**

This electronically signed Agreement applies to all contracts, regulations, conditions, notifications, permissions, invoices, approvals, declarations, account records, disclosures, and any other interaction (jointly, the "Services") that we are mandated legally to provide to users/customers/drivers/boukers/merchants and other businesses in correlation with any products, services, payments, or contracts we offer or join into with you now or in the coming years (jointly, the "Services").

### **2. Consent to Receive Disclosures Electronically**

By consenting to this E-Sign Agreement, you agree to the following:

- BOUK might send you some or all Disclosures digitally in a variety of ways, including but not restricted to our web page, any Bouk app, an URL shortener on the Bouk webpage or application, a push notification, an electronic mail to the e - mail address you supplied to us, or a SMS to the mobile contact number you supplied to BOUK.
- When a Disclosure becomes accessible, Bouk can, but is not obligated to, contact you through emails, SMS, or push notification. You will receive the Disclosures in a mode that may be saved, printed, or saved for your personal records.
- The value of your electronic signature is the same as if you signed with pen.
- Irrespective of whether you really read the Disclosures we give to you digitally, they will hold identical meaning and significance as if they were supplied in hard copy.



- Bouk reserves the right to decide whether to provide a Disclosure electronically and whether to request your electronic signature for any Disclosure.
- You have reviewed this E-Sign Agreement and verified that you can print, screenshot or download a copy of it with your informations.

### **3. System Requirements**

You understand and accept that the following hardware and software are required to read and/or maintain versions of the Disclosures:

- A laptop or desktop computer or other internet-capable device (such as a cell phone) (the user must have a functional mobile line, internet service or some other means of access to the internet, and your account must be an active account with your service provider). Your ability to view this page confirms that your system satisfies these prerequisites.
- You should have a World wide web browser that can support 128-bit SSL encrypted connections. Your browser and encryption software must fulfill these criteria in order to view this page.
- The most recent PDF reader version.
- A functional email address.

If our hardware or software requirements change, we'll let you know if there's a significant risk that you won't be able to view or preserve your electronic Disclosures. You reconfirm your permission to electronic Disclosures by choosing to use the Services after receiving any notice of a modification in hardware or software specifications.

### **4. Revocation of Electronic Consent**

By emailing Bouk at [boukaccess@gmail.com](mailto:boukaccess@gmail.com), you can withdraw your agreement to the use of electronic Disclosures. Your withdrawal will have no influence on the lawful efficacy, legality, or enforcement of electronic Disclosures we sent before your permission. Bouk may suspend or restrict access to your Bouk profile and some or all Services if you renounce your authorization.

### **5. Paper Copies**

You accept that BOUK may update or amend the means for disseminating Disclosures as indicated below, and that at its discretion, BOUK can send you Disclosures in hard copy. If you demand a physical copy of an electronic Disclosure within a reasonable time period after we originally gave it to you, we will forward it to you free of cost. Contact Customer Support if you'd like a hardcopy of a Disclosure.

### **6. Updating Your Information**

It is your sole duty to present BOUK with a valid and up-to-date personal email, mobile number, and other contact details. You accept to inform Bouk of any updates to your email,

mobile number, or other contact details so that Bouk can reach you digitally. Contact Customer Support to change your details.

## **7. Acceptance**

You acknowledge that you have perused and accepted the conditions of this Electronic Signature Agreement by signing it. You are therefore affirming that you satisfy the platform conditions stipulated previously, as well as that you have proved your capacity to receive, store, and examine electronic Disclosures by doing so. We may promptly suspend or restrict access to your Bouk profile and some or all Services if you do not consent to this Electronic Signature Agreement.

## **XXI. MISCELLANEOUS**

1. **SEPARABILITY PROVISION:** If any section of this Contract is ruled invalid or unconstitutional, the rest of this Agreement will continue in force and effect, apart from as categorically stated in SECTION XII,
2. **DOMINATING STATUTE:** Apart from the Mutual Arbitration Provision in Section XII earlier in the section, which is guided by the Federal Arbitration Act, the legal regulations of the state in which CONTRACTOR undertakes the vast percentage of the services supplied by this Agreement shall regulate the interpretation of this Agreement and the rights of the parties herewith, as well as tangible explanation of claims brought forward pursuant to Section XII.
3. **CAPTIONS AND SEGMENT HEADINGS:** The subtitles and segment headlines in this Contract are for reference only and do not restrict, augment, change, or impact the terms and conditions of this Agreement in any manner.
4. **NOTICE AND OPPORTUNITY TO CURE:** CONTRACTOR accepts to inform BOUK in a written formal manner via [www.boukofficials.com](http://www.boukofficials.com) of any infringement or presumed violation of these Terms, of any assertion generating out of or connected to this Contract, or of any allegation that CONTRACTOR's offerings or work plan vary in any form from what is envisaged in this Agreement, including but not constrained to provisions in Sections II (Operations of the Contractor) and III (Services Contracted), or if the parties' relationship varies from the definitions in Segments V (Parties Relationship).