

SPRINK DRY CLEANING AGENT OR DRIVERS AGREEMENT

(Last Updated August, 27, 2020)

THE DRY CLEANING AGENT/DRIVERS AGREEMENT

This Agreement ("Agreement") is made and entered into by and between you, the undersigned Dry Cleaning Agent (" or the Driver"), a The Dry Cleaning Agent engaged in the business of performing the dry cleaning delivery services contemplated by in this Agreement, and Sprink Services Ltd. ("Sprink" or "Company"). The Dry Cleaning Agent may enter this Agreement either as an individual or as a corporate entity with the Driver which will be a personnel contracted with the Dry cleaning agent. 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 THIS TERMS, AS IT REQUIRES THE PARTIES (UNLESS YOU 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, AND HAVE TAKEN THE TIME AND SOUGHT ANY ASSISTANCE NEEDED TO COMPREHEND THE CONSEQUENCES OF ACCEPTING THIS AGREEMENT.

THE PARTIES

Sprink is a company that provides an online real-time ordering process that enables customers to place orders for dry cleaning delivery services on the Platform within the United Kingdom. Once such orders are made, Sprink software notifies the Dry Cleaning Agent/driver that a dry cleaning delivery opportunity is booked and the Sprink software facilitates completion of the delivery between the customer and the dry cleaning agent. Sprink does not provide a dry cleaning services, or delivery of the completed laundry packages or pick up of a booked dry cleaning services. We are just a Dry cleaning delivery facilitator platform in charge of collecting dry cleaning delivery orders for various dry cleaning agents.

The Dry cleaning agent is a provider of dry cleaning services and delivery, authorized by Sprink Services LTD, to conduct the laundry and delivery services contemplated by in this Agreement. The Dry cleaning agent agrees to possess all equipment and personnel (Driver) necessary to

perform the laundry and delivery services in accordance with applicable laws. The Dry Cleaning agent agrees to enter into this Agreement for the right to receive dry cleaning and delivery opportunities made available through Sprink's platform. The Dry Cleaning agent understands and expressly agrees that he/she is not an employee of Sprink or any Sprink Affiliate partners, and that he/she is providing the laundry and delivery services on behalf of him/herself and his/her business, not on behalf of Sprink. The Dry Cleaning Agent understands (i) he/she is free to select those times he/she wishes to be available on the platform receive a dry cleaning and delivery opportunities; (ii) he/she is free to accept or reject the opportunities transmitted through the Sprink platform by customers, 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 the laundry and deliveries are performed and the means by which those deliveries are completed.

In consideration of the above, as well as the mutual promises described herein, Sprink and The Dry Cleaning Agent (collectively "the parties") agree as follows:

PURPOSE OF THE AGREEMENT

1. This Agreement governs the relationship between Sprink and The Dry Cleaning Agent, and establishes the parties' respective rights and obligations. In exchange for the promises contained in this Agreement, The Dry Cleaning Agent shall have the right and obligation to perform the "Contracted Services" as defined herein. However, nothing in this Agreement requires The Dry Cleaning Agent to perform any particular volume of Contracted Services during the term of this Agreement, and nothing in this Agreement shall guarantee The Dry Cleaning Agent any particular volume of business for any particular time period.
2. The Dry Cleaning Agent shall have no obligation to accept or perform any particular "Laundry or Delivery Opportunity" (as that term is defined herein) offered by Sprink. However, once a laundry or Delivery Opportunity is accepted, The Dry Cleaning Agent shall be contractually bound to complete the Contracted Services in accordance with all consumer specifications and the terms laid out in this Agreement,

THE DRY CLEANING AGENT'S OPERATIONS

1. The Dry Cleaning Agent represents that he/she operates an independently established enterprise that provides laundry and delivery services, and that he/she satisfies all legal requirements necessary to perform the services contemplated by in this Agreement. As an independent Dry Cleaning Agent/enterprise, The Dry Cleaning Agent shall be solely

responsible for determining how to operate his/her business and how to perform the delivery of the laundry Services.

2. The Dry Cleaning Agent agrees to fully perform the Contracted Services in a timely, efficient, safe, and lawful manner. Sprink shall have no right to, and shall not, control the manner, method or means The Dry Cleaning Agent uses to perform the Contracted Services. Instead, The Dry Cleaning Agent shall be solely responsible for determining the most effective, efficient, and safe manner to perform the Contracted Services, including determining the manner of pickup, laundry and delivery.
3. As an independent business enterprise, The Dry Cleaning Agent retains the right to perform services (whether delivery services or laundry services) 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 The Dry Cleaning Agent or Sprink from doing business with others. Sprink does not have the right to restrict The Dry Cleaning Agent from performing services for other businesses, The Dry Cleaning Agents or consumers at any time, even if such business directly competes with Sprink, and even during the time The Dry Cleaning Agent is logged into the Sprink platform. The Dry Cleaning Agent's right to compete with Sprink, or perform services for business that compete with Sprink, will survive even after termination of this Agreement.
4. The Dry Cleaning Agent agrees to immediately notify Sprink in writing at www.Sprinkclean.com/help/ if The Dry Cleaning Agent's right to control the manner or method he/she uses to perform services differs from the terms contemplated in this Section.

CONTRACTED SERVICES

1. From time to time, the Sprink platform will notify The Dry Cleaning Agent of the opportunity to complete a laundry and delivery services from The Dry Cleaning Agents or other businesses to consumers in accordance with orders placed by customers through the Sprink platform (each of these is referred to as a "Dry cleaning or Delivery Opportunity"). For each Laundry or Delivery Opportunity accepted by The Dry Cleaning Agent ("Contracted Service"), The Dry Cleaning Agent agrees to pick up the laundry items from the customers location or address, and ensure the order was accurately filled, and deliver the order to customers in a safe and timely fashion. The Dry Cleaning Agent understands and agrees that the parameters of each Contracted Service are established by the customer, not Sprink, and represent the end result desired, not the means by which The Dry Cleaning Agent is to accomplish the result. The Dry Cleaning Agent has the right to cancel, from time to time, a Contracted Service when, in the

exercise of The Dry Cleaning Agent's reasonable discretion and business judgment, it is appropriate to do so. Failure to satisfy this obligation constitutes a material breach of this Agreement, and Sprink shall have the right to terminate this Agreement and/or deactivate The Dry Cleaning Agent's account.

2. The Dry Cleaning Agent acknowledges that Sprink has discretion as to which, if any, laundry or Delivery Opportunity to offer, just as The Dry Cleaning Agent has the discretion whether and to what extent to accept any laundry or Delivery Opportunity.
3. The Dry Cleaning Agent acknowledges that The Driver to deliver the dry cleaned order back to the customer is engaged in The Dry Cleaning Agent's own business, separate and apart from Sprink's business.
4. In the event The Dry Cleaning Agent fails to fully perform any Contracted Service (a "Service Failure") due to The Dry Cleaning Agent's or Driver action or omission, The Dry Cleaning Agent shall forfeit all or part of the agreed upon fee for that service. If The Dry Cleaning Agent disputes responsibility for a Service Failure, the dispute shall be resolved pursuant to the "Payment Disputes" provision below.
5. The Dry Cleaning Agent agrees to immediately notify Sprink in writing by submitting a Support inquiry through Sprink Support channels. If The Dry Cleaning Agent's services or scope of work differ in any way from what is contemplated in this Section.

RELATIONSHIP OF PARTIES

1. 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 The Dry Cleaning Agent and not that of employer and employee. The parties are not employees, agents, joint ventures, 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.
2. Sprink shall not have the right to, and shall not, control the manner or the method of accomplishing Contracted Services to be performed by The Dry Cleaning Agent. The parties acknowledge and agree that those provisions of the Agreement reserving ultimate authority in Sprink have been inserted solely for the safety of consumers and other The Dry Cleaning Agents using the Sprink platform agrees to perform the services in compliance with the federal, state, or local laws, regulations, and interpretations thereof.
3. Sprink shall pay The Dry Cleaning Agent on a monthly basis using an appropriate payments method and after a successful dry cleaning services and delivery.

PAYMENT FOR SERVICES

1. Unless notified otherwise by Sprink we will charge a particular service fee + VAT (TAX) from the customers as dry cleaning services and delivery fee. However, every other added services will incur another extra charges.

PAYMENT DISPUTES

1. *The Dry Cleaning Agent's Failure*: In the event there is a Service Failure, The Dry Cleaning Agent shall not be entitled to payment as described above (as determined in Sprink's reasonable discretion). Any withholding of payment shall be based upon proof provided by the customer, The Dry Cleaning Agent or other business, The Dry Cleaning Agent, and any other party with information relevant to the dispute. Sprink shall make the initial determination as to whether a Service Failure was the result of The Dry Cleaning Agent's action/omission. The Dry Cleaning Agent shall have the right to challenge Sprink's determination through any legal means contemplated by this Agreement; however, The Dry Cleaning Agent shall notify Sprink in writing at www.Sprinkclean.com/help/ of the challenge and provide Sprink the opportunity to resolve the dispute. The Dry Cleaning Agent should include any documents or other information in support of his/her challenge.
2. *Sprink's Failure*: In the event Sprink fails to remit payment in a timely or accurate manner, The Dry Cleaning Agent shall have the right to seek proper payment by any legal means contemplated by this Agreement and, should The Dry Cleaning Agent prevail, shall be entitled to recover reasonable costs incurred in pursuing proper payment, provided, however, The Dry Cleaning Agent shall first inform Sprink in writing at www.Sprinkclean.com/help/ of the failure and provide a reasonable opportunity to cure it.

EQUIPMENT AND EXPENSES

1. The Dry Cleaning Agent represents that he/she has or can lawfully acquire all equipment, including driver, vehicles and operational documents to operate within the UK regions, Insurance and ("Equipment") necessary for performing contracted services, and The Dry Cleaning Agent is solely responsible for ensuring that the vehicle used conforms to all vehicle laws pertaining to safety, equipment, inspection, and operational capability.
2. The Dry Cleaning Agent agrees that he/she is responsible for all costs and expenses arising from The Dry Cleaning Agent's performance of Contracted Services, including, but not limited to, costs related to The Dry Cleaning Agent's Personnel (defined below)

and Equipment. Except as otherwise required by law, The Dry Cleaning Agent assumes all risk of damage or loss to its Equipment.

PERSONNEL

1. In order to perform any Contracted Services, The Dry Cleaning Agent must, for the safety of customers on the Sprink platform, pass a background check administered by a third-party vendor, subject to The Dry Cleaning Agent's lawful consent. The Dry Cleaning Agent 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 to perform all or some of the Contracted Services, provided any such employees or driver meet all the requirements applicable to The Dry Cleaning Agent including, but not limited to, the background check requirements that The Dry Cleaning Agent must meet in order to perform Contracted Services. To the extent The Dry Cleaning Agent furnishes his/her own employees or driver (collectively "Personnel"), The Dry Cleaning Agent shall be solely responsible for the direction and control of the Personnel it uses to perform all Contracted Services.
2. The Dry Cleaning Agent 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 The Dry Cleaning Agent and all Personnel employed by The Dry Cleaning Agent in the performance of Contracted Services under this Agreement. Sprink shall have no responsibility for any wages, benefits, expenses, or other payments due The Dry Cleaning Agent's Personnel, nor for income tax withholding, social security, unemployment insurance contributions, or other payroll taxes relating to The Dry Cleaning Agent or his/her Personnel. Neither The Dry Cleaning Agent nor his/her Personnel shall receive any wages, including vacation pay or holiday pay, from Sprink, nor shall they participate in or receive any other benefits, if any, available to Sprink's employees.
3. Unless mandated by law, Sprink 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 The Dry Cleaning Agent or his/her Personnel.
4. If The Dry Cleaning Agent uses the services of any Personnel to perform the Contracted Services, The Dry Cleaning Agent's Personnel must satisfy and comply with all of the terms of this Agreement, which The Dry Cleaning Agent must make enforceable by written agreement between The Dry Cleaning Agent and such Personnel. A copy of such

written agreement must be provided to Sprink 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 The Dry Cleaning Agent's compliance with the terms of this Agreement.

INSURANCE

1. The Dry Cleaning Agent agrees, as a condition of doing business with Sprink, that during the term of this Agreement, The Dry Cleaning Agent will maintain current insurance, valid Public liability insurance and a valid Certificate of motor insurance, that will cover delivery or for hire and reward, not excluding dry cleaning delivery and of types required by law to provide the Contracted Services, at his/her own expense. The Dry Cleaning Agent 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 The Dry Cleaning Agent's right to receive Delivery Opportunities.
2. **NOTIFICATION OF COVERAGE:** The Dry Cleaning Agent agrees to deliver to Sprink, upon request, current certificates of insurance as proof of coverage. The Dry Cleaning Agent agrees to provide updated certificates each time The Dry Cleaning Agent purchases, renews, or alters The Dry Cleaning Agent's insurance coverage. The Dry Cleaning Agent agrees to give Sprink at least thirty (30) days' prior written notice before cancellation of any insurance policy required by this Agreement.
3. **WORKERS' COMPENSATION/OCCUPATIONAL ACCIDENT INSURANCE:** The Dry Cleaning Agent agrees that The Dry Cleaning Agent will not be eligible for workers' compensation benefits through Sprink, and instead, will be responsible for providing The Dry Cleaning Agent's own workers' compensation insurance or occupational accident insurance, if permitted by law.

INDEMNITY

1. Sprink agrees to indemnify, protect and hold harmless The Dry Cleaning Agent from any and all claims, demands, damages, suits, losses, liabilities and causes of action arising directly from Sprink's actions arranging and offering the Contracted Services to The Dry Cleaning Agent.
2. The Dry Cleaning Agent agrees to indemnify, protect and hold harmless Sprink Services Ltd 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 The Dry Cleaning Agent 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 The Dry Cleaning Agent and/or his/her Personnel), as well as any liability arising from The Dry Cleaning Agent's failure to comply with the terms of this Agreement. The Dry Cleaning Agent's obligations hereunder shall include the cost of defense, including attorneys' fees, as well as the payment of any final judgment rendered against or settlement agreed upon by Sprink or its parent, subsidiary and/or affiliated companies.

3. The Dry Cleaning Agent agrees to indemnify, protect and hold harmless Sprink Services Ltd 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 The Dry Cleaning Agent and The Dry Cleaning Agent's Personnel.
4. The Dry Cleaning Agent shall be responsible for, indemnify and hold harmless Sprink Services Ltd 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 The Dry Cleaning Agent'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.

TERMINATION OF AGREEMENT

1. The Dry Cleaning Agent may terminate this Agreement upon seven (7) days written notice. Sprink may terminate this Agreement and deactivate The Dry Cleaning Agent's Sprink account only for the reasons set forth in the Sprink Deactivation Policy, or for a material breach of this Agreement. Notwithstanding any other provision in this Agreement, Sprink reserves the right to modify the Deactivation Policy if, in Sprink's good faith and reasonable discretion, it is necessary to do so for the safe and/or effective operation of the Sprink platform. Sprink shall provide notice of any such changes to The Dry Cleaning Agent via e-mail. Changes to the Deactivation Policy shall be effective and binding on the parties upon The Dry Cleaning Agent's continued use of the Sprink platform following Sprink's e-mail notice of such modifications. Nothing will

prevent The Dry Cleaning Agent from attempting to negotiate an exemption from any modification to the Deactivation Policy.

2. The Dry Cleaning Agents and Sprink'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 Sprink'S provision of notice to The Dry Cleaning Agent via e-mail.

ENTIRE AGREEMENT, TRANSFERABILITY, AND WAIVER

1. 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, The Dry Cleaning Agent shall have the right to discuss any proposed changes with Sprink and consider whether to continue his/her contractual relationship with Sprink. This Agreement supersedes any prior contract between the parties. To the extent Sprink'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 The Dry Cleaning Agent 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 Sprink may assign its rights and obligations under this Agreement to an affiliate of Sprink or any successor(s) to its business and/or purchaser of substantially all of its stock or assets. References in this Agreement to Sprink shall be deemed to include such successor(s).
2. The failure of Sprink or The Dry Cleaning Agent 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

1. **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.

2. **Severability Clause:** Except as specifically provided in this terms, if any part of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect.
3. **Governing Law:** these agreement, and terms shall be governed by the English laws.
4. **Notice And Opportunity To Cure:** The Dry Cleaning Agent agrees to notify Sprink in writing at <https://www.Sprinkclean.com/help/> 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 The Dry Cleaning Agent'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 these agreement (The Dry Cleaning Agent's Operations) and III (The Dry Cleaning Agent's Services), or if the relationship of the parties differs from the terms contemplated in (Relationship of Parties Section).
5. **Privacy Policy:** The Dry Cleaning Agent represents and warrants that he or she has reviewed and understands Sprink'S Sprink Privacy Statement, which can be found here. By using the Sprink Services, you consent to all actions taken by Sprink with respect to your information in accordance with the Sprink Privacy Statement.