

IGGI LLC

DELIVERY PARTNER AGREEMENT

This Delivery Partner Agreement (“**Agreement**”) is made and entered into on _____, 20____ (“Effective Date”) by and between by IGGI, LLC, a Michigan limited liability company (“**IGGI**”), and _____, an independent contractor delivery courier (“**Delivery Partner**”). IGGI and Delivery Partner may be referred to herein, each as a “**Party**” and together as the “**Parties**.”

Recitals

IGGI operates an online and mobile ordering platform that connects customers with local businesses through its website and associated mobile applications (collectively, the “**Platform**”). In connection with the Platform, IGGI connects businesses that do not offer a delivery option to independent contractors who perform delivery services to deliver items from such businesses to customers who order through the Platform (“**Delivery Services**”).

Delivery Partner is an independent, licensed provider of messenger, courier and/or delivery services, and is interested in entering into this Agreement for the opportunity to deliver orders placed through the Platform in exchange for service fees (“**Service Fees**”) to be agreed upon between the Parties. Delivery Partner will perform Delivery Services using:

☐ Motor vehicle

☐ Bicycle

☐ On foot

In consideration of the mutual promises made herein, the Parties agree to the terms and conditions set forth herein.

1. **Purpose.** This Agreement governs the relationship between (a) IGGI and (b) Delivery Partner and any of Delivery Partner’s employees, contractors, subcontractors, agents and representatives or other delivery service entities engaged by Delivery Partner to perform Delivery Services (collectively, the “**Subcontractors**”). “**Subcontractors**” also includes any employees, contractors, subcontractors, agents and representatives of any delivery service entity engaged by Delivery Partner to perform Delivery Services. In exchange for the promises contained in this Agreement, Delivery Partner will have the contractual right and obligation to perform Delivery Services, and receive the Service Fees to be agreed upon by the Parties.

2. **Delivery Partner Representations and Warranties.**

a. As a condition of entering into this Agreement with IGGI, and as long as Delivery Partner is performing Delivery Services hereunder, Delivery Partner represents and warrants to the following:

i. **Legal Requirements.** Delivery Partner is in the independent business of providing delivery services, and maintains any and all licenses, permits, and registrations

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necessary to perform Delivery Services in the locality or localities (“**Market(s)**”) in which Delivery Partner performs Delivery Services.

- ii. License. Delivery Partner and its Subcontractors have a valid driver’s license, and the appropriate level of certification necessary or advisable to operate the vehicle used to perform Delivery Services. Delivery Partner and Subcontractors are authorized to operate a motor vehicle. IGGI holds the right to verify validity of such license and request proof of validity to be readily supplied by Delivery Partner upon request.
- iii. Driving Record. Delivery Partner and Subcontractors have a safe driving record and must meet required standards provided within the driver requirements document. (if Delivery Partner performs Delivery Services using a motor vehicle such as a car, motorcycle or scooter).
- iv. Criminal Record. Delivery Partner has not been convicted of a crime reasonably likely to negatively impact Delivery Partner’s ability to perform Delivery Services, including but not limited to any crimes relating to violence, weapons, theft, robbery, burglary, dishonesty, fraud, embezzlement, any sex-related crimes, or any other similar crimes.
- v. Equipment. Delivery Partner maintains at its own expense all equipment it deems necessary in its reasonable discretion to perform Delivery Services. Delivery Partner is not required to purchase, lease or rent any equipment from IGGI. To the extent Delivery Partner uses its own equipment, Delivery Partner certifies that such equipment meets all industry and regulatory standards, is not older than 10 model years, and will be in good working condition.
- vi. Insurance. Delivery Partner maintains at its own expense insurance of the types and in the amounts specified below:
 - 1. If Delivery Partner performs Delivery Services using a motor vehicle, Delivery Partner will maintain vehicle insurance for every vehicle used to perform Delivery Services. Such vehicle insurance must provide insurance coverage for all activities arising in connection with the Delivery Services, and must satisfy all applicable state and local insurance requirements (including minimum coverage amounts outlined within the insurance requirements document). IGGI reserves the right to require that it be named as an additional insured on any policy required hereunder. Limits of coverage must meet or exceed the required minimum limits outlined within the insurance requirements document.
 - 2. Delivery Partner will maintain workers’ compensation insurance covering any persons performing Delivery Services hereunder; provided that occupational accident insurance may be maintained in lieu of workers’ compensation insurance to the extent permitted by law. Limits of coverage must meet or exceed the required minimum limits outlined within the insurance requirements document.

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3. Prior to performing Delivery Services, Delivery Partner agrees to provide proof of the insurance coverage as specified herein. Delivery Partner further agrees to provide updated proof of insurance each time it renews or alters such insurance coverage. Delivery Partner must provide IGGI written notice at least 30 days prior to the cancellation of any insurance policy specified herein.
 - b. Delivery Partner will notify IGGI immediately in the event any of the foregoing representations and warranties is no longer true.
 - c. Delivery Partner acknowledges that it and its Subcontractors may be subject to periodic background and motor vehicle report checks, and may be required to supply proof of license, equipment or insurance upon request, so that IGGI can verify that Delivery Partner continues to satisfy the eligibility requirements set forth herein.
 - d. In the event any of the foregoing representations and warranties ceases to be true (“**Ineligibility**”), IGGI may immediately suspend Delivery Partner’s Delivery Services and access to the Driver App (as defined below) until such Ineligibility is cured. IGGI may terminate this Agreement if such Ineligibility is not cured within 14 days of receiving notice of such Ineligibility or if such Ineligibility is not capable of cure.
3. **Use of IGGI Platform.** Delivery Partner acknowledges that the performance of Delivery Services requires the use of IGGI’s Platform through its proprietary mobile application (the “**Driver App**”), and that if Delivery Partner cannot access or utilize the Driver App, Delivery Partner will not be able to perform Delivery Services. Delivery Partner must consent to any Driver App terms of use applicable at the time Delivery Partner accesses and uses the Driver App. Any violation of such terms of use may result in revocation of Delivery Partner’s license to use the Driver App and the termination of this Agreement.
 - a. **Location.** Delivery Partner acknowledges and agrees that its geo-location information must be provided to IGGI via the Driver App in order to provide Delivery Services, and that such geo-location information may be monitored and tracked by IGGI and shared with third parties when Delivery Partner is logged into and available to receive order or trip offers the Driver App. Delivery Partner will not falsely report its geo-location, prevent or attempt to prevent the Driver App from reporting its geo-location, or otherwise attempt to circumvent this requirement.
4. **Delivery Services.** IGGI will offer Delivery Partner a Service Fee or Service Fee schedule (“**Fee Offer**”) for a proposed engagement. The mechanism for making and/or accepting a Fee Offer (e.g., by e-mail or through the Driver App) may vary from time to time in IGGI’s reasonable discretion, provided that IGGI agrees to communicate such mechanism to Delivery Partner. Delivery Partner agrees to provide IGGI with its e-mail address and agrees to update IGGI any time such address changes. Delivery Partner will have the opportunity to accept or reject the Fee Offer. If Delivery Partner accepts the Fee Offer, Delivery Partner agrees to perform Delivery Services for such Fee Offer (the “**Engagement**”) in accordance with

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subsection (a) below. If Delivery Partner does not accept the Fee Offer, Delivery Partner has no obligation to perform the Delivery Services sought by the proposed Engagement.

- a. **For the duration of any Engagement**, Delivery Partner agrees to faithfully and diligently devote best efforts, skills and abilities to the performance of Delivery Services in a professional manner that is at least consistent with industry standards, including but not limited to the following:
 - i. Delivery Partner agrees to be located within a reasonable distance of delivery businesses in its Market.
 - ii. Delivery Partner agrees to pick up each order at the business in a timely manner. Delivery Partner agrees to comply with all reasonable identification or other requirements imposed by businesses.
 - iii. Delivery Partner agrees to deliver orders to customers in a timely manner. Delivery Partner agrees to follow reasonable delivery instructions provided by customer.
 - iv. Delivery Partner agrees to promptly notify IGGI of any business or customer issues, including without limitation any omissions or mistakes in any order or in any delivery address provided.
 - v. Delivery Partner agrees to use the Driver App to communicate order status with businesses and/or customers, including acceptance of order or trip offers, arrival at business, receipt goods and completion of delivery. Delivery Partner acknowledges that the Driver App may be updated periodically and the type and timing of communications may change. **If there are technical issues with the Driver App, Delivery Partner is responsible for promptly notifying IGGI, and IGGI may prohibit Delivery Partner from performing Delivery Services until the Driver App is functional.**
 - vi. Delivery Partner agrees that Delivery Services will be performed in a safe manner and in compliance with all applicable traffic laws, regulations and guidelines.
 - vii. Delivery Partner agrees to allow no passengers within their motor vehicle while under dispatch or while making a delivery.
 - viii. Delivery Partner agrees to maintain and utilize all equipment necessary and advisable to provide Delivery Services. Delivery Partner acknowledges that without limiting the generality of the foregoing, the following equipment is necessary to provide Delivery Services:
 1. Motor vehicle or bicycle, as agreed between IGGI and Delivery Partner (unless Delivery Partner is engaged by IGGI to perform Delivery Services exclusively on foot). Such motor vehicle or bicycle must be appropriately registered to lawfully perform Delivery Services in the Market(s).

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2. Data-enabled smartphone with data plan. Network access must be generally available at all times while Delivery Partner is performing Delivery Services. WIFI-only data access is not sufficient. The smartphone may not be jailbroken (if iPhone) or rooted (if Android), or otherwise altered to circumvent requirements or processes of the Driver App.
 3. Insulated delivery bags. Delivery Partner may but need not opt to lease insulated delivery bags from IGGI pursuant to a separate arrangement with IGGI.
- ix. Delivery Partner agrees to maintain a professional appearance consistent with industry standards.
- a. Unless otherwise agreed to between IGGI and Delivery Partner or as otherwise required by law, IGGI is not obligated to pay Delivery Partner any Service Fees or other payments associated with orders not completed in material compliance with the foregoing subsection (a). Delivery Partner will not circumvent or attempt to circumvent the conditions or requirements of this Section 4.
 - b. Subject to compliance with this Agreement (including the service level commitments set forth in this Section 4), Delivery Partner will be solely responsible for determining how to perform the Delivery Services, including but not limited to whether to utilize Subcontractors to perform all or some of the Delivery Services, and IGGI will have no right to, and will not, control or prescribe the manner, method or means Delivery Partner uses to complete Delivery Services. The provisions of this Agreement reserving ultimate authority in IGGI have been inserted solely to achieve compliance with federal, state or local laws, regulations and interpretations thereof.
 - c. Nothing herein will preclude Delivery Partner from providing services to any other business, including a business directly competing with IGGI. Such services may be performed concurrently with the Delivery Service during any Engagement, provided that such concurrent services do not hinder Delivery Partner's performance of Delivery Services during such Engagement. **Notwithstanding the foregoing, Delivery Partner will not divert or attempt to divert any IGGI businesses or customers to a competitive service or directly to Delivery Partner.**
 - d. Delivery Partner acknowledges and agrees that it is responsible for complying with all applicable laws and regulations applicable to its performance of Delivery Services (including through the use of Subcontractors).
 - e. Failure to comply with any part of this Section 4 will constitute a material breach of this Agreement.

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5. Service Fees and Invoicing.

- a. Service Fees. IGGI will pay Delivery Partner Service Fees for the Delivery Services in the amounts and pursuant to the terms agreed to between the Parties for each Engagement.
- b. Gratuities. Delivery Partner will retain any and all gratuities received from customers, whether submitted in cash or paid through the Platform, and shall remit such gratuities to any Subcontractors in accordance with applicable law. IGGI is not required to collect any minimum gratuity from customers using the Platform.
- c. Entire Amount; Expenses. The Service Fees and any gratuities paid to Delivery Partner pursuant to this Agreement constitute the entire amount to be paid by IGGI for performance of Delivery Services by Delivery Partner or any Subcontractors. **Delivery Partner acknowledges and agrees that it is solely responsible for all costs and expenses arising from its performance of Delivery Services, including but not limited to costs related to Subcontractors and equipment. Except as otherwise required by law, Delivery Partner assumes all risk of damage or loss to any equipment used to perform Delivery Services.**
- d. Reporting. IGGI will report all Service Fees paid to Delivery Partner on a calendar year basis using an IRS Form 1099. Delivery Partner agrees to report all such payments to the appropriate federal, state and local taxing authorities. Upon execution of this Agreement, Delivery Partner will provide IGGI with its business license number and federal employer identification number (if any).
- e. Disputes. Payment by IGGI to Delivery Partner under the terms of this Agreement will be deemed complete and accurate unless disputed in accordance with the following requirements. To dispute a payment, Delivery Partner must submit written notice of the dispute to IGGI within 30 days of receipt of payment. If the Parties are unable to resolve the dispute, it shall be submitted to arbitration in accordance with Section 12 below.

6. Independent Contractor/Relationship of the Parties.

- a. This Agreement is made between 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 between IGGI and Delivery Partner, and not that of employer and employee. Neither Party will have the right to bind the other by contract or otherwise except as specifically provided hereunder. In performing entering into this Agreement, the Parties expressly intend and agree that Delivery Partner is an independent contractor and not an employee of the IGGI for any reason or under any circumstance. IGGI shall not carry any workers compensation insurance or any health or accident insurance on Delivery Partner, pay any contributions to social security, unemployment insurance, or withhold federal, state or local income taxes on behalf of Delivery Partner, nor provide any other contributions or benefits that might be expected in an employer-employee relationship. Delivery Partner is solely responsible for and shall pay all such employment and income taxes, and obtain and pay for any and all benefits, including, but

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not limited to, insurance coverage (health, auto and liability). Delivery Partner shall pay all costs and expenses incident to Delivery Partner's performance of this Agreement and the IGGI has no obligation to provide to the Delivery Partner an expense account of any nature. Delivery Partner shall have no authority to engage in any act for or on behalf of the IGGI except as specifically set forth herein. Other than the duties and requirements described herein, the IGGI shall not have the right to require the Delivery Partner to do anything that would prejudice the independent contractual relationship of the parties.

b. By initialing to the right, Delivery Partner represents and acknowledges the following:

1. Delivery Partner understands that this Agreement creates the relationship of principal-independent contractor, not employer-employee.	<hr/>
2. Delivery Provider specifically desires and intends to operate as an independent delivery service provider.	<hr/>
3. If at any time Delivery Partner believes that its relationship with IGGI is something other than an independent contractor relationship, Subcontractor agrees to immediately notify IGGI of this view.	<hr/>

c. To the extent Delivery Partner engages any Subcontractor to perform Delivery Services, Delivery Partner and IGGI acknowledge and agree that Subcontractor is not an employee of IGGI and that no employment relationship exists between Subcontractor and IGGI. Neither IGGI nor Subcontractor will have the right to bind the other by contract or otherwise, except as specifically provided hereunder.

7. **Subcontractors.** Subject to compliance with this Agreement (including the requirements set forth in this Section 7 and the service level commitments set forth in Section 4), Delivery Partner will have sole discretion over whether to use Subcontractors, and will be solely responsible for the direction and control of its Subcontractors. Delivery Partner (or its owner or principal) has no obligation under this Agreement to personally perform any Delivery Services. **Notwithstanding the foregoing, Delivery Partner remains liable for the performance of Delivery Services by its Subcontractors, and the engagement of Subcontractors will not release Delivery Partner from any of its obligations hereunder.**

a. Service Fees payable for Delivery Services performed by Subcontractors will be payable to Delivery Partner. Delivery Partner assumes full responsibility, and IGGI will not be responsible, for the payment of any compensation, benefits and expenses to Subcontractors (which will be determined in Delivery Partner's sole discretion), and for any required state and federal income tax withholdings, unemployment insurance, and social security taxes related to Subcontractors. Unless required by law, IGGI will not have any withholding obligations with respect to Subcontractor compensation.

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- b. Delivery Partner will require all Subcontractors performing Delivery Services hereunder to comply with all eligibility requirements set forth in Section 2 hereof, as if Subcontractor is Delivery Partner. Before allowing any Subcontractors to perform Delivery Services, Delivery Partner will make its records demonstrating compliance with the foregoing requirements available to IGGI for verification (including but not limited to Delivery Partner's agreement with any Subcontractors), and may be required to submit Subcontractors to checks imposed by IGGI pursuant to Section 2(c). Any such checks will be made with Subcontractor's consent as required by applicable law. **IGGI's right to verification herein does not in any way mitigate or reduce Delivery Partner's obligation to ensure Subcontractor's compliance with the requirements of this Agreement.**

8. Indemnity.

- a. Delivery Partner agrees to indemnify, protect and hold harmless IGGI and its affiliates, and their respective employees, officers, directors and agents (collectively, the "**IGGI Indemnitees**") from any and all claims, demands, suits, losses, liabilities, damages, settlements, costs and expenses (including reasonable attorneys' fees) arising directly or indirectly from, as a result of or in connection with (i) the actions or omissions of Delivery Partner, any Subcontractor or other person employed or engaged by Delivery Partner, including without limitation property damage or personal injury to, or death of, any person, or (ii) Delivery Partner's failure to comply with any term of this Agreement. IGGI will have the right to select its counsel and direct its defense in the event a claim triggering its right to indemnification hereunder is made.
- b. Delivery Partner agrees to indemnify, protect and hold harmless the IGGI Indemnitees from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including without limitation all payroll taxes, self-employment taxes, workers' compensation premiums, and any contributions imposed or required under federal, state and local laws, with respect to Delivery Partner and any Subcontractors.
- c. Delivery Partner agrees to indemnify, protect and hold harmless the IGGI Indemnitees from any and all costs of Delivery Partner's business sought to be paid by IGGI, including without limitation costs of wages (or back wages), employee benefits, insurance or regulatory licenses, permits or fines.
- d. Unless resolved informally or in small claims court, or unless Delivery Partner has opted-out of the Arbitration Provision, all damage or injury claims between IGGI and Delivery Partner will be resolved pursuant to the Arbitration Provision (as defined and set forth in Section 12).

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9. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IGGI ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY: (A) PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, IN CONNECTION WITH THE PERFORMANCE OF DELIVERY SERVICES OR THE ACCESS TO OR USE OF THE DRIVER APP; (B) ERRORS, MISTAKES OR INACCURACIES OF THE DRIVER APP; (C) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE DRIVER APP; (C) ERRORS OR OMISSIONS IN ANY CONTENT OR LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE THROUGH THE DRIVER APP; (D) BUGS, VIRUSES, TROJAN HORSES OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE DRIVER APP BY ANY THIRD PARTY; OR (E) UNAUTHORIZED ACCESS TO OR USE OF IGGI'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN BY ANY THIRD PARTY.

10. **Confidentiality.**

- a. **Trade Secrets.** Contractor shall not at any time during or after the Delivery Partner's engagement with IGGI, or in any manner without express authority from IGGI, either directly or indirectly divulge, disclose, or communicate to any person, business, or other entity any information that: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and (iii) is not general known or readily ascertainable ("Trade Secrets"). Trade Secrets may concern any matter affecting or relating to the IGGI's financial, business, scientific, technical, economic, or engineering information, including, without limitation, materials, techniques, technical data, non-technical data, formulas, patterns, compilations, programs, devices, methods, drawings, processes, financial data, financial plans, product schematics, product designs, pricing data, sales data, cost data, marketing and bidding strategies and procedures, or other data, regardless of how it is stored, compiled, or memorialized, physically, electronically, graphically, photographically, or in writing. Delivery Partner shall promptly return to IGGI any and all Trade Secrets in Delivery Partner's possession upon separation from engagement for any reason.
- b. **Confidentiality.** Delivery Partner agrees that all information related to IGGI that is not generally known to the public including, but not limited to, information relating to the internal organization of IGGI, its products or Trade Secrets, lists, technical data, files, lists, information pertaining to Related Entities (defined below), services, methods, processes, prices, profits, fees and billing practices, strategic plans, marketing and advertising materials, contract terms or operating procedures and data, records, correspondence and other information pertaining to or concerning IGGI and its customers, employees, independent contractors, and referral sources (collectively, "Confidential Information"), is proprietary and confidential. Confidential Information, regardless of form, is, and shall always remain, the sole and exclusive property of IGGI. Delivery Partner shall not reverse

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engineer, disassemble, or decompile any prototypes, software, or other tangible objects that embody the Confidential Information. For purposes of this Agreement, the term “Related Entities” shall mean IGGI, and its parents, affiliates, subsidiaries, successors, related entities, and any entity in which any owner of IGGI has an ownership interest.

- c. Non-Disclosure of Confidential Information. Delivery Partner shall not, whether during the term of this Agreement or thereafter, regardless of the time, manner, reason or lack of same, directly or indirectly, disclose to any person, firm or corporation, or permit to be used any Confidential Information, or divulge any other information concerning the business of IGGI that Delivery Partner has or acquires during the period of Delivery Partner's engagement with IGGI without the express prior written consent from an authorized agent of the IGGI. Notwithstanding the foregoing, when reporting suspected violations of law to a federal, state, or local governmental official, to counsel, or through filing a whistleblower or anti-retaliation lawsuit/proceeding, Delivery Partner may disclose trade secrets necessary to the report, but only if Delivery Partner maintains the confidentiality of trade secrets to the greatest extent possible by utilizing the most protective measure available or otherwise required by the Defend Trade Secrets Act of 2016, 18 USC 1833(b) (“DTSA”) (e.g., filing under seal, producing under a protective order for the court’s eyes only, or disclosing only in confidential conversations not open to the public). Delivery Partner’s disclosure of trade secrets without taking protective measures will result in the loss of any immunity otherwise granted, pursuant to the DTSA, in the process of disclosing trade secrets through a whistleblower or anti-retaliation lawsuit/proceeding. Moreover, to the extent that employees’ wages and compensation may be considered Confidential Information, employees are permitted to discuss terms and conditions of their employment, in accordance with the National Labor Relations Act, for employees’ mutual benefit and protection.
- d. Non-Disclosure of Other Information. Delivery Partner shall not, regardless of the time, manner, reason or lack of same, directly or indirectly, divulge or disclose to IGGI, or any of IGGI’s members, managers, employees, independent contractors or agents at any time, or otherwise disclose, divulge, or use within the scope of Delivery Partner’s engagement with IGGI any confidential information, regardless of whether or not such information is covered by an agreement containing confidentiality or similar provisions, that either has been unlawfully obtained from a third party entity, including competitors, or is related in any way to any of Delivery Partner’s previous employers or said employers’ businesses.
- e. Breach. In the event of a breach of this Section 10, the aggrieved Party will have the right to demand the immediate return of all Confidential Information and recover its actual damages incurred by reason of such breach in accordance with the Arbitration Provision (as defined and set forth in Section 12). The Parties specifically acknowledge that the unauthorized use or disclosure of Confidential Information would result in irreparable harm for which there is no adequate remedy at law, and in such event the aggrieved Party will be entitled to an injunction pending arbitration, or any other remedy available at law or in equity to prevent further unauthorized use or disclosure, and that no bond will be required.

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Failure to comply with any part of this Section 10 will constitute a material breach of this Agreement.

11. **Term; Termination.**

- a. **Termination.** This Agreement will commence on the Effective Date, or the date Delivery Partner satisfies the conditions set forth in Section 2 hereof, if later, and will continue until terminated by either Party in accordance with Section 2(d) or this Section 11.
 - i. **Material Breach.** Either Party may terminate this Agreement immediately in the event of the other Party's material breach of any provision of this Agreement by giving written notice to the other Party identifying the breach or breaches relied upon. Examples of material breach by Delivery Partner include, without limitation, the following:
 1. Any violation of applicable law or regulation in connection with the performance of Delivery Services, whether or not such violation resulted in legal action;
 2. Any action or omission negatively impacting IGGI's reputation or rude, obscene, negligent or otherwise unprofessional conduct while performing Delivery Services);
 3. Any action or omission threatening the safety of Delivery Partner or Subcontractor, or any business personnel or delivery customer (including without limitation, reckless driving or biking, threats or aggression, stalking and/or contacting individuals without permission); or
 4. Being under the influence of illegal substances or alcohol while performing Delivery Services.
 - ii. **Convenience.** Either Party may terminate this Agreement by giving the other Party 14 days' written notice.
 - iii. **Obligations on Termination.** Upon termination of this Agreement for any reason, Delivery Partner will immediately, at its sole expense, return to IGGI any IGGI property provided to Delivery Partner. If Delivery Partner fails to return any IGGI property, Delivery Partner agrees that IGGI may withhold any amount IGGI owes to Delivery Partner including Service Fees.
 - iv. **Survival.** The rights and obligations set forth in Sections 5, 6, 8, 9, 10, 11, 12, 13, and 14 of this Agreement will survive the termination of this Agreement and any Engagement(s) hereunder, and will continue in effect and inure to the benefit of and be binding upon the Parties and their legal representatives, heirs, successors and assigns.
 - v. **Driver App.** Notwithstanding anything to the contrary in this Agreement and without prior notice or liability to Delivery Partner, IGGI may change or restrict Delivery

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Partner's access to the Driver App, either temporarily or permanently, if such Delivery Partner or Subcontractor is or is reasonably suspected of being in breach of this Agreement.

- b. Service Arrangement. The Parties acknowledge that the term of this Agreement does not reflect an uninterrupted service arrangement. **IGGI may make Fee Offers in its sole discretion, and Delivery Partner may accept or reject Fee Offers in its sole discretion. In no event will IGGI be required to make any particular volume of Fee Offers to Delivery Partner, nor will Delivery Partner be required to accept any particular volume of Engagements.** No Delivery Services will be performed without the Parties' mutual agreement to an Engagement.
12. Arbitration. Except as otherwise provided in this Agreement, any dispute or controversy arising under, out of, in connection with, or in relation to this Agreement, any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in the metropolitan Detroit area, in accordance with the Commercial Arbitration Rules of the American Arbitration Association through a single arbitrator. If the parties cannot agree to a single arbitrator, the parties shall each select an arbitrator that will work together to select the single arbitrator, any award rendered therein shall be final and binding on the parties, and judgment may be entered thereon in any court having jurisdiction thereof. The costs of the arbitrator shall be split equally between the parties.
- a. Right to Opt Out. Delivery Partner has the right to opt out of this Arbitration Provision by sending an email notice to billing@illgogetit.com stating such intention to opt out. Delivery Partner may also opt out by sending a written notice to IGGI at 17515 W. 9 Mile Road (875), Southfield, Michigan 48075, Attn: Contract Department, or such other address as may be communicated by IGGI. In order to be effective, such opt out notice must be provided within 30 days of Delivery Partner's acceptance of this Agreement. If Delivery Partner timely opts out as provided in this Section 12(e), it will not be subject to any adverse consequences as a result of that decision and may pursue available legal remedies without regard to this Arbitration Provision. Should Delivery Partner not opt out of this Arbitration Provision within 30 days of Delivery Partner's acceptance of this Agreement, such acceptance of this Agreement will constitute mutual acceptance of the terms of this Arbitration Provision by IGGI and Delivery Partner.
 - b. Right to Consult with an Attorney. Delivery Partner acknowledges that it has been given the opportunity to consult with private counsel of its choice with respect to whether to agree to, any aspect of and any claim that may be subject to this Arbitration Provision. Except as described in subsection (b) above, in the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable.
13. Remedies. Delivery Partner acknowledges that any breach of this Agreement could cause irreparable damage to IGGI and that, in the event of such breach, IGGI shall have the right, without being required to post bond or other security, to obtain exparte injunctive relief,

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including without limitation, specific performance or other equitable relief, to prevent the violation of Delivery Partner's obligations hereunder. It is expressly understood and agreed that nothing herein contained shall be construed as prohibiting IGGI from electing to pursue any other remedies available for such breach or threatened breach or for any other default under this Agreement, including without limitation, the recovery of damages. In any action successfully brought by IGGI against Delivery Partner to enforce this Agreement or any other agreement between the parties, IGGI shall also be entitled to recover from Delivery Partner, the IGGI's actual attorneys' fees and costs relating thereto.

14. Miscellaneous.

- a. Governing Law. This Agreement has been executed and delivered in the State of Michigan, and its interpretation, validity and performance shall be construed and enforced in accordance with the laws of such State.
- b. Assignment. Delivery Partner may not assign this Agreement without the prior written consent of IGGI. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of any permitted successors and assigns.
- c. Severance. If any provision of this Agreement is found to be unenforceable or unlawful, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- d. Waiver. Failure of either Party to enforce any provision of this Agreement will not be construed as a waiver thereof, or as excusing the other Party from future performance.
- e. Headings. Headings 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.
- f. Entire Agreement. This Agreement, together with any appendices attached hereto, sets forth the default provisions governing IGGI's engagement of Delivery Partner for the provision of Delivery Services, and supersedes any and all previous agreements between the Parties, whether written or oral. Together with the terms of any Engagements agreed to between the Parties, this Agreement is the entire Agreement between the Parties with respect to the subject matter herein.

DELIVERY PARTNER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT IT HAS THE RIGHT, AUTHORITY AND CAPACITY TO ENTER INTO THIS AGREEMENT, HAS READ AND FULLY UNDERSTANDS THE PROVISIONS OF THIS AGREEMENT AND HAS HAD SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH PERSONAL FINANCIAL, TAX AND LEGAL ADVISORS PRIOR TO EXECUTING THIS AGREEMENT.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties hereto enter into and execute this Agreement on the dates specified below.

IGGI LLC,
a Michigan limited liability company

DELIVERY PARTNER

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____