

This Delivery Provider Agreement (this “**Agreement**”) constitutes a binding contract between you (“**you**”) and Sahuarita Services LLC. (“**Sahuarita Services**”, “**us**”, or “**we**”) governing your provision of shopping, pick-up, carry and delivery services (the “**Delivery Provider Services**”), provided to your Clients (as defined herein) with the assistance of Sahuarita Service’s marketing, sales, technology and other services.

By using the Sahuarita Services, you agree to comply with this Agreement. Capitalized terms used but not defined in this Agreement have the meaning specified in the Terms of Use. The parties hereby agree as follows:

1. Sahuarita Services will make commercially reasonable efforts to provide the following services to you:
2. Site Listing. Sahuarita Services may list you as a provider of Delivery Provider Services via [www.sahuaritaservices.com](http://www.sahuaritaservices.com), which may include your biography and other information provided by you and approved by Sahuarita Services. By agreeing to this Agreement, you hereby agree to Sahuarita Services use of your information for such purpose and the disclosure of your information to third-party merchants who may engage you to provide Delivery Provider Services.
3. Engagement Service. Sahuarita Services will provide you with a Web and mobile based engagement system via Detrack, through which merchants that use the Sahuarita Services can engage you to perform Delivery Provider Services. To the extent required via the Sahuarita Services, you will keep current the days, times, and locations for which you have availability to perform Delivery Provider Services (your “**Flex Area of Service**”). You may accept or reject any available opportunity to perform Delivery Provider Services (each, a “**Job**”) within your Flex Area of Service at your sole discretion. For clarity, you are not guaranteed any volume or number of Jobs during any particular time. By accepting any Job, you agree to accept and comply with all lawful, applicable Job-related instructions from your Clients for such Job (including, without limitation, the time period in which the Job is to be completed; how to handle contingencies such as rejected or undeliverable items; the type and frequency of communications the Client requires; and how to carry out the Job).

4. Recordkeeping Service. Sahuarita Services will maintain general records of Jobs performed by you for merchants (your “**Clients**”).
5. Administrative, Management, and Technology Services. Sahuarita Services will provide miscellaneous administrative and management services to facilitate your business, including the technology and operations necessary to communicate with you and your Clients.
6. Billing Service. Sahuarita Services will, where applicable, provide an online billing and payment system for you to bill your Clients.
7. Customer Service. To the extent Sahuarita Services receives any communications directly from your Clients regarding you or your Delivery Provider Services, Sahuarita Services may notify you of, or provide feedback to you regarding, such communications and you agree to consider such feedback and/or communications in good faith and respond as you determine to be appropriate after consultation with Sahuarita Services. In addition, Sahuarita Services may, upon a Client’s request, cease displaying opportunities for you to provide Delivery Provider Services to a particular Client.
8. Exclusions from the Sahuarita Services. The Sahuarita Services only relate to the business services described above. **The Sahuarita Services do not include your Delivery Provider Services or anything else related to shopping, picking, picking-up or delivering objects.** You are solely responsible for all of your own tools, equipment, training, licensing, insurance and other materials or requirements related to the Delivery Provider Services. Sahuarita Services is not, and will not be, responsible for any liability arising out of the Delivery Provider Services you provide, including, but not limited to, injuries to your Clients, loss of goods, or traffic accidents occurring during a Job. Sahuarita Services will also not have any input into your work schedule, time off, or other control over your performance of Delivery Provider Services.

9. Delivery Provider Responsibilities. You will supply Sahuarita Services with a copy of your current driver's license, other applicable licenses, and any relevant professional certifications. If you elect to use a Vehicle (as defined below) to perform Delivery Provider Services, you may also be required to provide your prior driver's license information, information on your driving record, proof of insurance covering each Vehicle, and other details regarding each Vehicle, including a photo of your Vehicle. You may be required to provide other information we need in order to verify your identity. You represent that all information you provide is accurate and complies with relevant law and that you consent to our use of your information as contemplated herein, and, during the term of this Agreement, you will immediately notify Sahuarita Services of any change in contact, certification, licensing, or insurance information. You assume complete responsibility for all Delivery Provider Services provided to each Client and for compliance with all laws, regulations, and standards pertaining to your Delivery Provider Services. You represent that you are (i) free to enter into this Agreement and perform each of its terms, (ii) not restricted (contractually or otherwise) from entering into and performing this Agreement, and (iii) not subject to, and will immediately notify Sahuarita Services of, any suit, action, claim, arbitration, or legal, administrative, or other proceeding, or government or professional investigation, pending or threatened or affecting your ability to perform services under this Agreement.

#### 10. Jobs; Payment

11. Jobs. If a Job becomes available in your Flex Area of Service, you may be notified of the availability of the Job via Detrack. If you accept a Job, and your acceptance is confirmed by Sahuarita Services, you will notify Sahuarita Services, through the functionality provided via Detrack, when you arrive at the origin facility specified in the Job (the "**Origin**") and when the Job is completed to notify Sahuarita Services, including payment processing. All delivery providers within the applicable zone of service may get the opportunity to accept the same Job. The first delivery provider to respond with acceptance of the available Job

and to have that response confirmed by Sahuarita Services will be confirmed as the provider of that Job.

12. **Payment.** The Jobs that you will be notified of via the Sahuarita Services are those for merchants who have agreed to pay the fees applicable based on the specific Job details submitted by the applicable Customer (the “**Base Fee**”). You may also, to the extent agreed by Sahuarita Services, be entitled to additional fees or payments in connection with performing Delivery Provider Services, in each case subject to the terms provided by Point Pickup. You are responsible for any expenses incurred in the normal course of completing your Job, including, without limitation, any tolls. On a regular basis, Sahuarita Services will transfer to you, through the payment account you specify, the Base Fee for all eligible Jobs completed by you during the prior week, with Base Fees to be displayed to you before you elect to accept any Job, unless otherwise agreed, and less any applicable fees, charges, refunds, set offs or other amounts displayed to you before you elect to accept such Job or otherwise provided for under this Agreement (the “**Deductions**”). Sahuarita Services reserves the right to change the Deductions in its sole discretion, and to set off any payments to you for any overpayments Sahuarita Services has made to you or for any amounts owed by you to Sahuarita Services, including for lost or destroyed goods.
13. **Expenses.** Except as otherwise specifically provided herein, you and Sahuarita Services will each bear your own expenses relating to this Agreement and performance under this Agreement.
14. **Claims.** You agree to promptly reimburse Sahuarita Services for all fees, costs, expenses and other liabilities of any kind or character, including without limitation, deductible amounts under Sahuarita Services’ insurance policies and other out of pocket amounts, in each case that Point Pickup incurs or pays in connection with or arising from your acts or omissions hereunder or a Job. Without limiting the scope of the previous sentence, you authorize Point Pickup to deduct and set off such amounts from any payments to be made to you under this Agreement. The remedies under this Section 4(d) shall be

in addition to, and not in limitation of, any other rights or remedies of any party under this Agreement or the Terms of Use, at law, or in equity.

15. Representations and Warranties. You represent, warrant, and covenant to Sahuarita Services that you shall perform the Delivery Provider Services in a professional, efficient, and workmanlike manner in compliance with all applicable laws and regulations and all standard industry practices, including, without limitation, providing timely services and safeguarding all items related to any Delivery Provider Services from contamination, tampering, and excessive or unsafe temperatures. You further represent, warrant, and covenant to Sahuarita Services that: (a) you are at least 18 years of age; (b) unless you are applying to become a Delivery Provider that solely performs Jobs that do not require use of a motor vehicle and do not at any time use a Vehicle to perform any Job, you possess a valid driver's license and are authorized to operate any Vehicle; (c) you own, lease or have the legal right to operate, the motor vehicle(s), electric vehicle(s) or bicycle(s) you intend to use or do actually use for Delivery Provider Services (each, a "**Vehicle**") for the purposes of providing Delivery Services, and maintain all legally mandated registrations and insurances for such Vehicle; (d) in the event of any claim or accident, you will be solely responsible for reporting that accident in compliance with applicable law and your insurance policy; (e) you are solely responsible for any and all liability that results from or is alleged as a result of the operation of the Vehicle you use during a Job, including, but not limited to personal injuries, death, and property damage; (f) if you lift, carry or otherwise move an item you do so at your own risk and Sahuarita Services has no liability for any claim, injury, loss, or damage related thereto; (g) you will not make any representations regarding Sahuarita Services; (h) you will not, under any circumstances pick up or deliver any items that are illegal or prohibited by law to be delivered to end customers; (i) you will comply with all reasonable requests of your Clients in connection with your Delivery Provider Services, including with respect to the handling of items, delivery instructions and other matters related to the Delivery Provider Services; and (j) you will not retain any information related to end

customers of your Clients for any purpose, including the address or other personal information of such end customers. If you are providing Delivery Provider Services that include “shopping” or “picking” for items within facilities owned or operated by your Clients, you further agree to comply with all policies, requirements and restrictions of such Clients in connection with providing such Delivery Provider Services.

16. Confidential Information. You must keep Sahuarita Services’ confidential information absolutely confidential, except as required or provided by law, including but not limited to information about other delivery providers, items, end customers, photos relating to Sahuarita Services or customers, and Sahuarita Services’ business model. You acknowledge and agree that money damages for the breach or threatened breach of any of your obligations under this Section would be inadequate to properly compensate for losses resulting from such breach or threatened breach and Sahuarita Services (or other Sahuarita Services Parties) may (without prejudice to any rights they may have to monetary damages for such breach or any other relief to which they might be entitled) obtain injunctive relief or specific performance or other equitable remedies for such breach or threatened breach without being obligated to post any bond or to show actual damages. Notwithstanding the foregoing, you understand that the Defend Trade Secrets Act of 2016 provides that an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (i) is made (A) in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
17. Nature of Relationship; Indemnification.
18. Neither this Agreement, Sahuarita Services’ performance of Jobs listings, nor your performance of Jobs will create an association, partnership, joint venture, or relationship of principal and agent,

master and servant, or employer and employee, between you and Sahuarita Services.

19. You will be solely responsible for all tax withholding or payment in connection with your receipt of Base Fees and for compliance with all applicable laws and regulations concerning your performance under this Agreement and shall indemnify and hold harmless Sahuarita Services for all claims, damages, costs, expenses, and liabilities of any kind and character arising from your and, if applicable, your employees', contractors' or agents', non-compliance, or alleged non-compliance, with any such laws or regulations.
20. Disclaimer of Warranties; Limitation of Liability. SAHUARITA SERVICES HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY. SAHUARITA SERVICES' LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AGGREGATE DEDUCTIONS RETAINED BY SAHUARITA SERVICES FROM BASE FEES COLLECTED FROM CLIENTS. SAHUARITA SERVICES RESERVES COMPLETE AND SOLE DISCRETION WITH RESPECT TO THE OPERATION OF OUR APP, AND MAY, AMONG OTHER THINGS WITHDRAW, SUSPEND, OR DISCONTINUE ANY FUNCTIONALITY OR FEATURE. FURTHER, SAHUARITA SERVICES WILL NOT BE LIABLE FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.
21. Termination. This Agreement may be terminated upon three business days' prior written notice by either party to the other party, or, immediately upon written notice by Sahuarita Services in the event of your material breach of this Agreement. Notwithstanding the

foregoing, Sections 6–12, and any liabilities or payment obligations that have accrued prior to termination will survive termination.

22. Changes. Except for changes in the calculation of Base Fees and Deductions (which Sahuarita Services may in its sole discretion amend from time to time), changes to this Agreement will be binding upon a party who confirms that change in writing, including via electronic mail, if that writing specifically refers to this Agreement.
23. Governing Law; Dispute Resolution. All disputes under this Agreement must be resolved in accordance with the governing law and dispute resolution provisions set forth in the Terms of Use or as otherwise agreed by you and Sahuarita Services, including, if applicable, through any arbitration agreement entered into between you and Sahuarita Services (an “**Arbitration Agreement**”).
24. Miscellaneous
25. Entire Agreement. This Agreement, together with the Privacy Policy, the Terms of Use, and, if applicable, the Arbitration Agreement, are the entire and exclusive understanding and agreement between you and Sahuarita Services, and supersedes all previous communications, representations, understandings and agreements, either oral or written, between you and Sahuarita Services. You acknowledge that no statements, representations, warranties, or covenants have been made to you or upon which you have relied that are not set forth in this Agreement, Privacy Policy, or Terms of Use.
26. Amendment; Waiver. This Agreement may be updated by Sahuarita Services from time to time upon notice to you. Your continued use of the Sahuarita Services after such time as when Sahuarita Services has notified you of a revision to this Agreement constitutes your acceptance to the revised Agreement. A provision of this Agreement may be waived only by a written instrument executed by the party entitled to the provision’s benefit. Sahuarita Services’ failure or delay in the exercise of any power or right under this



Agreement will operate as a waiver thereof. No single or partial exercise of any right or power under this Agreement will operate as a waiver of any right or power. Sahuarita Services' waiver of a breach of any provision of this Agreement will not operate or be construed as a waiver of any other or subsequent breach of this Agreement.

27. Severability. Except as expressly provided in this Agreement, if any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be severable from the remainder of this Agreement and will not affect the validity and enforceability of any remaining provisions.
28. Assignment. You may not assign this Agreement or any of the rights or licenses granted hereunder, directly or indirectly, including by sale, merger, change of control, operation of law, or otherwise, without Sahuarita Services' prior written consent. Sahuarita Service may assign this Agreement without your prior written consent. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties' permitted successors and assigns. Any assignment in violation of this section is void.
29. No Agency. No joint venture, partnership, employment, or agency relationship exists between you and Sahuarita Service as a result of this Agreement or use of our services.
30. Headings. Headings are for convenience only, do not constitute a part of this Agreement, and will not be deemed to limit or affect any provision of this Agreement.
31. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.
32. Sahuarita Services' Contact Information. Sahuarita Services' contact information is as follows:

Sahuarita Services, LLC  
190 W Continental Rd Ste 216 #74, Green Valley, AZ 85622