

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement (the “Agreement”) is made and entered into by and between you, the undersigned contractor (the “Contractor”), an independent contractor engaged in the business of performing the delivery services contemplated by this Agreement, and OrderEats, Inc. (“OrderEats” or the “Company”). This Agreement becomes effective on the date that you execute it regardless of whether you are eligible to, or ever do, perform any Contracted Services.

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

THE PARTIES

OrderEats is a company that provides an online marketplace connection using web-based technology that connects contractors, restaurants and/or other businesses, and consumers (the “OrderEats Platform” or “Platform”). The Company’s software permits registered users to place delivery orders for food from restaurants. Once such orders are made, the OrderEats software notifies Contractors that a delivery opportunity is available and the OrderEats software facilitates completion of the delivery. OrderEats is not a restaurant, food delivery service, or food preparation business.

The Contractor is an independent provider of delivery services, authorized to conduct the delivery services contemplated by this Agreement. The Contractor possesses all equipment necessary to transport delivery orders as contemplated by this Agreement and in accordance with applicable laws. The Contractor desires to enter into this Agreement for the right to receive delivery opportunities made available through OrderEats’s platform. The Contractor understands and expressly agrees that he or she is not an employee of the OrderEats or any restaurant, other business or consumer and that he or she is providing delivery services on behalf of himself or herself, not on behalf of OrderEats. The Contractor understands that (i) he or she is free to select those times that he or she wishes to be available on the platform to receive delivery opportunities; (ii) he or she is free to accept or reject the opportunities transmitted through the OrderEats platform by consumers, and can make such decisions to maximize his or her opportunity to profit; and (iii) he or she has the sole right to control the manner in which 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, OrderEats and the Contractor (collectively, "the Parties") agree as follows:

I. PURPOSE OF THE AGREEMENT

1. This Agreement governs the relationship between OrderEats and the Contractor and establishes the Parties' respective rights and obligations. In exchange for the promises contained in this Agreement, the Contractor shall have the right and obligation to perform the "Contracted Services" as defined herein. However, nothing in this Agreement requires the Contractor to perform any particular volume of Contracted Services during the term of this Agreement, and nothing in this Agreement shall guarantee the Contractor any particular volume of business for any particular time period.

2. The Contractor shall have no obligation to accept or perform any particular "Delivery Opportunity" (as that term is defined herein) offered by OrderEats. However, once a Delivery Opportunity is accepted, the Contractor shall be contractually bound to complete the Contracted Services in accordance with all consumer specifications and the terms laid out in this Agreement.

II. CONTRACTOR'S OPERATIONS

1. The Contractor represents that he or she operates an independently established enterprise that provides delivery services, and that he or she satisfies all legal requirements necessary to perform the services contemplated by this Agreement. As an independent contractor, the Contractor shall be solely responsible for determining how to operate his or her business and how to perform the Contracted Services.

2. The Contractor agrees to fully perform the Contracted Services in a timely, efficient, safe, and lawful manner. The Contractor shall be solely responsible for determining the most effective, efficient, and safe manner to perform the Contracted Services, including determining the manner of pickup, delivery, and route selection.

3. The Contractor retains the right to perform services for others and to hold him or 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 Contractor or OrderEats from doing business with others. OrderEats does not have the right to restrict the Contractor from performing services for other businesses, customers or consumers at any time, even if such business directly competes with OrderEats, and even during the time that the Contractor is logged into the OrderEats platform. The Contractor's right to compete with OrderEats or perform services for business that compete with OrderEats is not limited or hindered in any way by this Agreement.

4. The Contractor is not required to purchase, lease, or rent any products, equipment, or services from OrderEats as a condition of doing business with OrderEats or entering into this Agreement. The Contractor understands that he or she is expected to wear an OrderEats vest and carry delivery orders in an OrderEats bag when completing a Contracted Service for the purpose of identification to the restaurant as well as the consumer. The Contractor understands that OrderEats will provide the vest and bag.

5. The Contractor agrees to immediately notify OrderEats in writing at support@ordereats.co if the Contractor's right to control the manner or method he/she uses to perform services differs from the terms contemplated in this Section.

III. CONTRACTED SERVICES

1. From time to time, the OrderEats platform will notify the Contractor of the opportunity to complete deliveries from restaurants or other businesses to consumers in accordance with orders placed by consumers through the OrderEats platform (each of these is referred to as a "Delivery Opportunity"). For each Delivery Opportunity accepted by the Contractor ("Contracted Service"), the Contractor agrees to retrieve the orders from restaurants or other businesses, ensure the order was accurately filled, and deliver the order to consumers in a safe and timely fashion. The Contractor understands and agrees that the parameters of each Contracted Service are established by the consumer, not OrderEats and represent the end result desired, not the means by which the Contractor is to accomplish the result. The Contractor has the right to cancel, from time to time, a Contracted Service when, in the exercise of the Contractor'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 OrderEats shall have the right to terminate this Agreement and/or deactivate the Contractor's account.

2. The Contractor will use a prepaid card provided by OrderEats to complete payment at the restaurant, and the Contractor agrees to use the card solely for purchasing items to be delivered to consumers consistent with the consumer's food order through OrderEats.

3. The Contractor acknowledges that OrderEats has discretion as to which, if any, Delivery Opportunity to offer, just as the Contractor has the discretion whether and to what extent to accept any Delivery Opportunity.

4. The Contractor acknowledges that the Contractor is engaged in his, her, or its own business, separate and apart from the Company's business, which is to provide an online marketplace connection using web-based technology that connects contractors, restaurants and/or other businesses, and consumers.

5. The Contractor authorizes OrderEats during the course of a Contracted Service, to communicate with the Contractor, consumer, and/or restaurant or other business to assist the Contractor, to the extent permitted by the Contractor, in facilitating deliveries. However, under no circumstances shall OrderEats be authorized to control the manner or means by which the Contractor performs delivery services. This includes, but is not limited to, the following:

- a. OrderEats does not require any specific type, or quality, of the Contractor's choice of transportation.
- b. The Contractor does not have a supervisor or any individual at OrderEats to whom they report.
- c. Other than the provided OrderEats vest and delivery bag for the purpose of identification to the restaurant and consumer and to ensure that the food is maintained at the proper temperature for safe consumption by the

consumer, the Contractor is not required to use any signage or other designation of OrderEats on his or her vehicle at any point in their use of the platform to perform the Contracted Services.

- d. OrderEats has no control over the Contractor's personal appearance.
- e. The Contractor does not receive regular performance evaluations by OrderEats.
- f. In the event the Contractor fails to fully perform any Contracted Service (a "Service Failure") due to the Contractor's action or omission, the Contractor shall forfeit all or part of the agreed upon fee for that service. If the Contractor disputes responsibility for a Service Failure, the dispute shall be resolved pursuant to the "Payment Disputes" provision below.

6. The Contractor agrees to immediately notify OrderEats in writing by submitting a Support inquiry through support@ordereats.co if the Contractor's services or scope of work differ in any way from what is contemplated in this Section.

IV. RELATIONSHIP OF THE 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 contractor and not that of employer and employee. The Parties are not employees, agents, joint venturers, or partners of each other for any purpose. Neither party shall have the right to bind the other by contract or otherwise except as specifically provided in this Agreement.

2. OrderEats shall not have the right to, and shall not, control the manner or the method of accomplishing Contracted Services to be performed by the Contractor. The Parties acknowledge and agree that those provisions of the Agreement reserving ultimate authority in OrderEats have been inserted solely for the safety of consumers, or to achieve compliance with federal, state, or local laws, regulations, and interpretations thereof.

3. OrderEats shall report all payments made to the Contractor on a calendar year basis using an appropriate IRS Form 1099, if the volume of payments to the Contractor qualify. The Contractor agrees to report all such payments and any cash gratuities to the appropriate federal, state and local taxing authorities.

V. PAYMENT FOR SERVICES

1. Unless notified otherwise by OrderEats in writing or except as provided herein, the Contractor will receive payment per accurate Contracted Service completed in an amount consistent with the publicly provided pay model. From time to time, OrderEats may offer opportunities for the Contractor to earn more money for performing Contracted Services at specified times or in specified locations. Nothing prevents the Parties from negotiating a different rate of pay, and the Contractor is free to accept or deny any such opportunities to earn different rates of pay.

2. The Company's online credit card software may permit consumers to add a gratuity to be paid to the Contractor, and consumers can also pay a gratuity to the Contractor in cash. The Contractor shall retain 100% of any gratuity paid by the consumer, whether by cash or credit card. OrderEats acknowledges it has no right to interfere with the amount of gratuity given by the consumer to the Contractor.

3. OrderEats will process payments made by consumers and transmit to the Contractor. Payments for all deliveries completed in a given week will be transferred via direct deposit on no less than a weekly basis unless it notifies the Contractor otherwise in writing.

4. Notwithstanding the terms of Section V(1) – (3), fulfillment orders placed directly with merchants rather than through the App ("Fulfillment Orders") may be subject to a different payment model. Nothing prevents the Parties from negotiating a different rate of pay for a Fulfillment Order, and the Contractor is free to accept or reject Fulfillment Order opportunities. As with all Delivery Opportunities, the Contractor shall retain 100% of any gratuity paid by the consumer for a Fulfillment Order. OrderEats's software may not always include an option to add gratuity for Fulfillment Orders; however, consumers can pay a gratuity to the Contractor in cash.

5. From time to time, OrderEats may offer various promotions or referral programs. The Contractor agrees that he or she will not manipulate or abuse the referral programs or promotions by, among other things: (a) tampering with the location feature on his or her mobile phone; (b) collecting incentive or promotional pay when not eligible to receive such pay under relevant policies; or, (c) creating multiple Contractor or consumer accounts. The Contractor understands that engaging in this type of manipulation or abuse constitutes a material breach of this Agreement and may lead to deactivation of his or her account.

VI. PAYMENT DISPUTES

1. **CONTRACTOR'S FAILURE:** In the event there is a Service Failure, the Contractor shall not be entitled to payment as described above (as determined in OrderEats's reasonable discretion). Any withholding of payment shall be based upon proof provided by the consumer, restaurant or other business, the Contractor, and any other party with information relevant to the dispute. OrderEats shall make the initial determination as to whether a Service Failure was the result of the Contractor's action/omission. The Contractor shall have the right to challenge OrderEats's determination through any legal means contemplated by this Agreement; however, the Contractor shall notify OrderEats in writing at support@ordereats.co of the challenge and provide OrderEats the opportunity to resolve the dispute. The Contractor should include any documents or other information in support of his or her challenge.

2. **THE COMPANY'S FAILURE:** In the event that OrderEats fails to remit payment in a timely or accurate manner, the Contractor shall have the right to seek proper payment by any legal means contemplated by this Agreement provided, however, the Contractor shall first inform OrderEats in writing at support@ordereats.co of the failure and provide a reasonable opportunity to cure it.

VII. EQUIPMENT AND EXPENSES

1. The Contractor agrees that he or she will wear the OrderEats vest and transport food from the restaurant to the consumer in the food delivery bag that will be provided by the Company to ensure proper identification of the Contractor to the restaurant and consumer, and to ensure that food is maintained at proper temperatures for the safety of the consumer. Otherwise, the Contractor agrees that he or she is solely responsible for any equipment necessary for performing the Contracted Service.

2. The Contractor agrees that he or she is solely responsible for ensuring that the vehicle used conforms to all vehicle laws pertaining to safety, equipment, inspection, and operational capability.

3. The Contractor agrees that he/she is responsible for all costs and expenses arising from the Contractor's performance of Contracted Services, including but not limited to costs related to his or her vehicle. Except as otherwise required by law, the Contractor assumes all risk of damage or loss to its Equipment.

VIII. BACKGROUND CHECK

1. In order to perform any Contracted Services, the Contractor must, for the safety of consumers on the OrderEats platform, pass a background check administered by a third-party vendor, subject to the Contractor's lawful consent. The Contractor is not required to perform any Contracted Services personally, but may, to the extent permitted by law and subject to the terms of this Agreement, hire or engage others (as employees or subcontractors of the Contractor) to perform all or some of the Contracted Services, provided any such employees or subcontractors meet all the requirements applicable to the Contractor including, but not limited to, the background check requirements that the Contractor must meet in order to perform Contracted Services.

IX. INSURANCE

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

2. **NOTIFICATION OF COVERAGE:** The Contractor agrees to deliver to OrderEats, upon request, current certificates of insurance as proof of coverage. The Contractor agrees to provide updated certificates each time the Contractor purchases, renews, or alters the Contractor's insurance coverage. The Contractor agrees to give OrderEats at least thirty (30) days' prior written notice before cancellation of any insurance policy required by this Agreement.

X. WORKERS' COMPENSATION/OCCUPATIONAL ACCIDENT INSURANCE:

The Contractor agrees that the Contractor will maintain sufficient insurance to cover any risks or claims arising out of or related to the Contractor's relationship with OrderEats, including workers' compensation insurance where required by law.

XI. INDEMNITY

1. OrderEats agrees to indemnify, protect and hold harmless the Contractor from any and all claims, demands, damages, suits, losses, liabilities and causes of action arising directly from OrderEats 's actions in arranging, offering, or facilitating a Contracted Service to the Contractor.

2. The Contractor agrees to indemnify, protect and hold harmless OrderEats, 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 Contractor and/or his/her/its Personnel arising from the performance of Contracted Services under this Agreement, including personal injury or death to any person (including to the Contractor and/or his/her/its Personnel), as well as any liability arising from the Contractor's failure to comply with the terms of this Agreement. The Contractor'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 OrderEats or its parent, subsidiary and/or affiliated companies.

3. The Contractor shall be responsible for, indemnify and hold harmless OrderEats, 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 Contractor 's business, including, but not limited to, the expense and responsibility for any and all applicable insurance, local, state or federal licenses, permits, taxes, and assessments of any and all regulatory agencies, boards or municipalities.

XII. MUTUAL ARBITRATION PROVISION

1. The Contractor and OrderEats mutually agree to this arbitration agreement, which is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA") and shall apply to any and all claims arising out of or relating to this Agreement, the Contractor's classification as an independent contractor, the Contractor's provision of Contracted Services to consumers, the payments received by the Contractor for providing services to consumers, the termination of this Agreement, and all other aspects of the Contractor's relationship with OrderEats, past, present or future, whether arising under federal, state or local statutory and/or common law, including without limitation claims arising under or related to the Civil Rights Act of 1964 (or its state or local equivalents), the Americans with Disabilities Act (or its state or local equivalents), the Age Discrimination in Employment Act (or its state or local equivalents), the Family Medical Leave Act (or its state or local equivalents), the Federal Credit Reporting Act (or its state or local

equivalents), the Telephone Consumer Protection Act (or its state or local equivalents), or the 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 OrderEats. The Parties expressly agree that this Agreement shall be governed by the FAA even in the event the Contractor and/or OrderEats are otherwise exempted from the FAA. Any disputes in this regard shall be resolved exclusively by an arbitrator. In the event, but only in the event, the arbitrator determines the FAA does not apply, the state law governing arbitration agreements in the state in which the Contractor operates shall apply.

2. **Arbitration Class Action Waiver.** The Contractor and OrderEats mutually agree that by entering into this agreement to arbitrate, both waive their right to have any dispute or claim brought, heard or arbitrated as, or to participate in, a class action, collective action and/or representative action, and any request seeking a public injunction—and an arbitrator shall not have any authority to hear or arbitrate any class, collective or representative action, or to award relief to anyone but the individual in arbitration ("Arbitration Class Action Waiver"). Notwithstanding any other clause contained in this Agreement or the AAA Rules, as defined below, any claim that all or part of this Arbitration Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the Arbitration Class Action Waiver is unenforceable, the class, collective and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Arbitration Class Action Waiver that is enforceable shall be enforced in arbitration. Notwithstanding any other clause contained in this Agreement or the AAA Rules, as defined below, any claim that all or part of this Arbitration Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. All other disputes with respect to whether this Mutual Arbitration Provision is unenforceable, unconscionable, applicable, valid, void or voidable shall be determined exclusively by an arbitrator, and not by any court.

3. The Contractor agrees and acknowledges that entering into this arbitration agreement does not change the Contractor's status as an independent contractor in fact and in law, that the Contractor is not an employee of OrderEats or its customers and that any disputes in this regard shall be subject to arbitration as provided in this agreement.

4. Any arbitration shall be governed by the American Arbitration Association Commercial Arbitration Rules ("AAA Rules"), except as follows:

5. The arbitration shall be heard by one arbitrator selected in accordance with the AAA Rules. The Arbitrator shall be an attorney with experience in the law underlying the dispute.

6. The Arbitration shall take place in Birmingham, Alabama.

7. Unless applicable law provides otherwise, in the event that OrderEats and the Contractor have agreed to this Mutual Arbitration Provision, OrderEats and the Contractor shall equally share filing fees and other similar and usual administrative costs, as are common to both court and administrative proceedings. OrderEats shall pay any costs uniquely associated with arbitration, such as payment of the costs of AAA and the Arbitrator, as well as room rental.

8. Except as provided in the Arbitration Class Action Waiver, the Arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The Arbitrator shall apply the state or federal substantive law, or both, as is applicable.

9. The Arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedure governing such motions.

10. The Arbitrator's decision or award shall be in writing with findings of fact and conclusions of law.

11. The Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information. Subject to the discretion of the Arbitrator or agreement of the Parties, any person having a direct interest in the arbitration may attend the arbitration hearing. The Arbitrator may exclude any non-party from any part of the hearing.

12. Nothing in this Mutual Arbitration Provision prevents the Contractor from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Nothing in this Mutual Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Mutual Arbitration Provision. This Mutual Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Mutual Arbitration Provision. Nothing in this Mutual Arbitration Provision prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. OrderEats will not retaliate against the Contractor for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act. Disputes between the Parties that may not be subject to predispute arbitration agreement, including as provided by an Act of Congress or lawful, enforceable Executive Order, are excluded from the coverage of this Mutual Arbitration Provision.

13. This Mutual Arbitration Provision is the full and complete agreement relating to the formal resolution of disputes covered by this Mutual Arbitration Provision. In the event any portion of this Mutual Arbitration Provision is deemed unenforceable, the remainder of this Mutual Arbitration Provision will be enforceable. The award issued by the Arbitrator may be entered in any court of competent jurisdiction.

XIII. LITIGATION CLASS ACTION WAIVER

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

XIV. TERMINATION OF AGREEMENT

1. Either OrderEats or the Contractor may terminate this Agreement at any time upon written notice to the other party.

2. The Contractor's and OrderEats '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 the Company's provision of notice to the Contractor via e-mail.

XV. 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 Contractor shall have the right to discuss any proposed changes with OrderEats and consider whether to continue his/her contractual relationship with OrderEats. This Agreement supersedes any prior contract between the Parties. 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 OrderEats may assign its rights and obligations under this Agreement to an affiliate of OrderEats or any successor(s) to its business and/or purchaser of substantially all of its stock or assets. References in this Agreement to OrderEats shall be deemed to include such successor(s).

2. The failure of OrderEats or the Contractor in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option herein, shall not be construed as a waiver or relinquishment of such term or option and such term or option shall continue in full force and effect.

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

4. NOTICE AND OPPORTUNITY TO CURE: the Contractor agrees to notify OrderEats in writing 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 Contractor's services or scope of work differ in any way from what is contemplated in this Agreement, including but not limited to the terms in Sections II (the Contractor's Operations) and III (the Contractor's Services), or if the relationship of the Parties differs from the terms contemplated in Section IV (the Relationship of Parties).

5. PRIVACY POLICY: The Contractor represents and warrants that he or she has reviewed and understands the Company's privacy policy. By using the OrderEats platform, the Contractor consents to all actions taken with respect to his or her information in accordance with the privacy policy.