

INDEPENEDENT CONTRACTOR AGREEMENT FOR SERVICES

Effective Date: _____

I. Parties

This Independent Contractor Agreement (“Agreement”) is by and between:

SERVCART, a California Corporation located at P.O. BOX 604, Montrose, CA 91021 (“Company”)

and

_____, a _____ located at _____ (“Independent Contractor”)

Either Company or Independent Contractor may be referred to in this Agreement as “Party” in the singular or collectively as the “Parties”.

II. Recitals

- a. WHEREAS, Company is operating an app based service allowing customers to order construction supplies on a “just-in-time” basis and requires a third party to transport the construction supplies from the supplier to the customer.
- b. WHEREAS, the Independent Contractor owns the requisite transportation vehicle to perform such a service.
- c. WHEREAS, the Independent Contractor agrees to be responsive to requests for transportation through the app service and can choose to accept or decline the requests;
- d. WHEREAS, Independent Contractor agrees to provide such services using their own equipment, vehicle, and other materials of the trade to effect the transportation as result of the request from Company’s app service.

THEREFORE, WITH SUFFICIENT CONSIDERATION for the aforementioned work as discussed above, Company and Independent Contractor enter into the Agreement under the following Terms and Conditions.

III. Services to be Provided

1. Independent Contractor will notified by Company’s proprietary app that an order to pick up has been placed by Company’s customer.
2. If Independent Contractor wishes to accept the assignment, Independent Contractor will press the button to accept the assignment.
3. Independent Contractor will then proceed to the location to pick up the shipment. Independent Contractor will then safely transport the shipment to Company’s customer site as directed on the app.
4. Independent Contractor will perform all tasks as required on the app to notify Company of completion of the assignment.

IV. Compensation

Company utilizes Stripe as its payment processor to drivers, and will issue payment requests to Independent Contractor on a weekly basis each Monday. Independent Contractor understand that it may take up to two days to process the payment. If Independent Contractor desires to be paid on an immediate basis, Independent Contractor can notify Stripe on their app and be paid within 30 minutes. Independent Contractor fully understands that Stripe will charge a 1% fee for this request.

V. Independent Contractor/No Agency

1. In providing the Services under this Agreement it is expressly agreed that the Independent Contractor is acting as an Independent Contractor and not as an employee. The Independent Contractor and the Company acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Company is not required to pay, or make any contributions to, any social security, local, state, or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Independent Contractor during the Term. The Independent Contractor is responsible for paying, and complying with reporting requirements for, all local, state, and federal taxes related to payments made to the Independent Contractor under this Agreement.
2. The Independent Contractor will be issued a proper 1099 tax document for all payments made by Company on a timely basis during the reporting tax year.
3. This Agreement does not create any agency for the Independent Contractor to act on behalf of the Company to enter into any contract, agreement, or transaction.
4. This Agreement does not prevent Independent Contractor from engaging in work with any other legal entity as long as a conflict does not exist with a concurrent assignments with the Company.

VI. Qualifications, Permits, and Insurance

1. By signing this Agreement, Independent Contractor maintains it has the necessary qualifications to perform the work Company is requesting which includes but not limited to having the proper skills and licensing by the State to operate a motor vehicle for the type of work required.
2. Independent Contractor will maintain the proper permits, including but not limited to any vehicle, business, and operating permits necessary for Independent Contractor to conduct work with the Company.
3. Independent Contractor will maintain at all times, the proper insurances including but not limited to liability insurance associated with the operation of their motor vehicle.

VII. Confidentiality

1. The Independent Contractor acknowledges that it will be necessary for the Company to disclose certain confidential and proprietary information to the Independent Contractor in order for the Independent Contractor to perform their duties under this

Agreement. The Independent Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Company. Accordingly, the Independent Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Company without the Company's prior written permission except to the extent necessary to perform services on the Company's behalf.

2. Confidential and proprietary information includes but is not limited to any data related to the Customers of Company, information related to the goods that are requested for transportation, and any information related to Company's proprietary software.

VIII. Intellectual Property of the Company

1. Company and Independent Contractor both expressly and implicitly agree that the business product, app software and all other processes and any and all concepts related to Company's app and software is the exclusive intellectual property of the Company.
2. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design, and trade name (cumulatively the "Intellectual Property") utilized by Parties will be the sole property of the Company. The use of the Intellectual Property by the Company will not be restricted in any manner.
3. The Independent Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Company. The Independent Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.
4. If Independent Contractor uses any third party application/software on any device, the Independent Contractor takes full responsibility for any information or data that is related to that third party application/software in the performance of work (including but not limited GPS apps or devices), The Company will not be held responsible or liable in the event the usage of such third part application/software by Independent Contractor for any reason.

IX. Dispute Resolution

1. The Parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation in Los Angeles, California, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration in Los Angeles, California, in accordance with the JAMS Comprehensive Arbitration Rules. Either Party may commence mediation by providing to JAMS and the other Party a written request for mediation, setting forth the subject of the dispute and the relief

- requested. The Parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings.
2. Either Party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the Parties so desire. Unless otherwise agreed by the Parties, the mediator shall be disqualified from serving as arbitrator in the case.
 3. The provisions of this section IX of the Agreement may be enforced by any Court of competent jurisdiction, and the Party seeking enforcement shall be entitled to an award of all costs, fees, and expenses, including reasonable attorney's fees to be paid by the party against whom enforcement is ordered.

X. Term/Termination of the Agreement

1. This Agreement shall be effective on the date written and shall continue in effect until terminated as explained below, or superseded by a writing signed by both Parties.
2. Termination by Company. Company may terminate this Agreement immediately on written notice to Independent Contractor for the following reasons including but not limited to:
 - (i) if Independent Contractor breaches this Agreement, and either the breach is not capable of being cured or Independent Contractor fails to cure the breach within 15 days of receiving written notice of the breach from Company;
 - (ii) if Independent Contractor fails to perform the required services more than three times (for example, the acceptance of an assignment and then failure to complete the delivery after acceptance);
 - (iii) if Independent Contractor fails to maintain the proper insurance coverages; or
 - (iv) for any other reason on written notice.
3. Termination by Independent Contractor. Independent Contractor may terminate this Agreement immediately on written notice to Company if Company breaches this agreement, and either the breach is not capable of being cured or Company fails to cure the breach within 15 days of receiving written notice of the breach from Independent Contractor.
4. Written notice as applied to this section X may be certified USPS mail, email, or text message.
5. Effect of Termination. Upon termination, Company shall pay all fees owed to Independent Contractor through the date of termination based on the payment schedule described above.

XI. Miscellaneous

1. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of each party's successors. This Agreement is not assignable.

2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without regard to conflicts of laws principles thereof. Amendment. This Agreement may not be modified or amended except in writing signed by the Parties hereto. The state and federal courts located in Los Angeles, California are the exclusive venue for resolving any disputes under this agreement. The Parties consent to the personal jurisdiction of such courts, and waive defenses concerning venue and convenience of forum.
3. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable covenants severed from the remainder of this Agreement.
4. **Waiver.** The Waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
5. **Titles.** The Parties agree that the titles used in this Agreement are for convenience only.
6. **Gender.** Words in the singular mean and include the plural and vice versa. Words in the masculine mean include the feminine and vice versa.
7. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, written or oral. This Agreement is entered into by each of the parties hereto without reliance on any statement, representation, promise, inducement or agreement not expressly contained within this Agreement.

* * * * *

AGREEMENT MADE EFFECTIVE BY DATE ABOVE AND BY PARTIES AS SIGNED
BELOW:

BY: Company, SERVCART	DATE
BY: Independent Contractor, _____	DATE