



Delivery Agent Agreement

THIS DELIVERY AGENT AGREEMENT (the "Agreement"), made as of the date set forth below by and between 6518729 Canada Inc. DBA @Door (MD) (hereinafter the "Company") and the undersigned individual (hereinafter "You" or "Your").

FOR VALUABLE CONSIDERATION, the parties hereto agree as follows:

01 Once the conditions established by Company to become an @Door Agent have been satisfied and you receive a valid login ID and password from the Company (the "Effective Date"), You are hereby engaged by the Company as a non-exclusive independent contractor of the Company to provide delivery services of packages received from Company or certain partner carriers of the Company (the "Partner Carriers", and collectively, the "Services"). You retain the right to provide services similar to the Services to other businesses and consumers at any time. You agree to hold yourself out to the general public as an entirely independent and separate entity from the Company. You may provide the Services by foot ("Foot Courier"), by bicycle ("Bicycle Courier") or by motor vehicle ("Vehicle Courier"), subject to those Services being required in the Territory assigned.

02 The term of this Agreement shall start on the Effective Date until terminated in accordance with these terms. Either the Company or You may terminate this Agreement at any time by providing 7 days' written notice to the other, by email or other written communication. In the event of a breach of the terms of this Agreement by a party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party. This Agreement shall terminate without any further action on the part of the Company or You if You do not provide any Services to the Company during any consecutive six (6) month period. Any terms or conditions, which by its nature, would survive termination shall survive termination of this Agreement.

03 Subject to the following, You are not required to perform any minimum level of Services. You can provide the Services at such times, and during such intervals, as You alone determine, and You can determine not to perform the Services at any time. Notwithstanding the foregoing, if You accept delivery of any packages from Company's Partner Carriers ("Packages"), the following conditions will apply:

- Attempted delivery of the Package(s) must be made the same day of physical acceptance from the Company's Partner Carrier(s).
- If the first same-day attempted delivery is unsuccessful, You shall re-attempt the delivery no later than the following day.
- If the second delivery attempt is unsuccessful, You shall hold the Package for five (5) days allowing the opportunity for the original consignee to arrange for delivery / pick up.
- If delivery / pick up cannot be completed, on the 5th day after physical acceptance, You will contact the Company or its Partner Carrier(s) through the Company APP and schedule pick up of the undeliverable Package.

You shall promptly refer all inquiries received in respect of Packages or the Services to the Company directly.

04 You acknowledge that You are required to use your business judgment in providing the Services, and that, based upon exercise of your own business judgment, and your efficiency in providing the Services in connection with this Agreement, You will experience a potential range of business outcomes including the chance for profits and the risk of losses, which You will assume entirely.

05 You are solely responsible for obtaining, using and maintaining all tools of the trade (including but not limited to, a Vehicle if you provide the Services as a Vehicle Courier, or a Bicycle if you provide Services as a Bicycle Courier, and a cart or dolly if required), as well as the smartphone required to perform the Services pursuant to this Agreement.

06 No relationship of principal to agent, master to servant, employer to employee or franchisor to franchisee is established between the parties. You acknowledge and agree that You are responsible for payment of all permits, licenses, insurance, health benefits, workers compensation or insurance, disability benefits, employment insurance and all taxes (including without limitation, foreign, federal, state, provincial, county and local income taxes), or amounts in lieu thereof, and interest thereon levied or based on Your provisions of the Services or the amounts payable or paid to You by the Company (excluding taxes on Company's net income) and You agree to indemnify the Company fully in connection with any of the foregoing.

07 You represent and warrant to Company as follows:

- You operate an independent business (either as a sole proprietor, partnership or company) that provides the Services;
- You possess or have unfettered access to all tools of the trade required to perform the Services pursuant to this Agreement;
- You have obtained such permits, licenses, approvals, and authority that may be required under the laws of the Territory to perform the Services;
- You possess a smartphone with an operating system of iOS 12 or Android 8.0 or higher;
- You have, at your sole cost and expense, sufficient space and required equipment if need be to temporarily store the Packages in a safe and secure location and provide the Services;
- You will keep secure and confidential any account password(s) or any identification we provide You from time to time;
- You will comply with the security verifications established by the Company and provide us with whichever proof of identity we may reasonably request. You consent to the Company's completion of a check for records of criminal charges and convictions within or outside the Territory from time to time, and agree to provide such information to the Company as may be required for such purpose.
- In addition to the above, if you are providing the Services as a Vehicle Courier:

- o You own, or have the legal right to operate, a duly registered motor vehicle (the "Vehicle") and you will use the Vehicle to provide the Services.
 - o You have a valid driver's license duly recognized in the territory in which you will be providing Services ("Territory").
 - o The Vehicle is in good operating condition and meets the industry safety standards for a vehicle of its kind.
 - o You have a valid policy of liability insurance for the Vehicle (including minimum third-party liability policy limits of \$1,000,000), and any other insurance that is required by applicable laws in the Territory.
 - o You will be solely responsible for any and all liability which results or is alleged as a result of your own provision of the Services and the operation of the Vehicle including, but not limited to personal injuries, death and property damages.
 - o You will obey all laws and regulations related to the performance of the Services and will be solely responsible for any violations of such local laws.
 - o You will use the utmost and reasonable care and caution to safeguard and protect all Packages from loss, theft, damage, deterioration or destruction.
 - o While providing the Services, you will comply with all standards, rules, regulations and policies promulgated by the condominium corporation or building corporation in place at the location from where the Services are provided.
- In addition to the above, if you are providing the Services as Bicycle Courier,
 - o You own, or have the legal right to operate, a bicycle (the "Bicycle") and you will use the Bicycle to perform the Services.
 - o The Bicycle is in good operating condition and meets the industry safety standards for a bicycle of its kind.
 - o You will be solely responsible for any and all liability which results or is alleged as a result of your own provision of the Services and the operation of the Bicycle including, but not limited to personal injuries, death and property damages.
 - o You will obey all laws and regulations related to the performance of the Services and will be solely responsible for any violations of such local laws.
- In addition to the above, if you are providing the Services as a Foot Courier,
 - o You will not use a motor vehicle or bicycle to provide the Services that you agree to provide by foot.
 - o You will be solely responsible for any and all liability which results or is alleged as a result of your own provision of the Services including, but not limited to personal injuries, death and property damages.

08 At the request of the Company, You agree to provide the Company with such documents as they may reasonably require in order to demonstrate compliance with those representations and warranties set forth in Section 8 above (the "Documents") prior to Your performing any Services hereunder.

09 You must notify the Company immediately (prior notice if possible) if for any reason You do not or no longer satisfy any representation or warranty in Section 8, including (i) if any new Document is required, (ii) if any Documents You provided expire or (iii) if any Documents are terminated or become invalid (an "Expiry Event"). Upon the occurrence of any Expiry Event (or prior if possible), You must promptly provide the Company with updated, valid Documents. Failure to do so could lead to a prohibition on You providing the Services until valid Documents are provided to the Company.

10 You will conscientiously perform the Services in connection with this Agreement in a safe, efficient, skillful, professional and competent manner in accordance with accepted industry standards, and in accordance with : (i) the Code of Conduct, if any, (ii) the Privacy Policy, (iii) the terms and conditions applicable to the use of the @Door application made available to You by the Company for the purpose of the Services, as those may be found through the application, and (iv) the terms of use of the Company's products and services published on its website from time to time (the "Terms of Use"), the whole as those may be updated or amended by the Company from time to time. It is also agreed by the parties that, if there is any conflict between those external obligations and those contained herein, the provisions which provide the most protection to the business of the Company or its related entities at such time shall govern.

11 The Company will pay You for the Services rendered in accordance with the following:

- After You have provided delivery services in compliance with this Agreement and except as otherwise stated in applicable terms, Company will pay You at the rate posted at www.@door.ca for each shipment delivered or in the case of an undeliverable shipment, returned to the Partner Carrier as per section 3. Charges paid to You are final and non-disputable, unless otherwise specifically stated hereunder. Payment will be facilitated by using e-transfer or direct deposit information and the preferred payment method designated in Your account. If Your primary account payment method is determined to be expired, invalid or otherwise not able to be charged, You agree that no amount shall be paid to you.
- Payments will be remitted Tuesday for the orders completed the previous week (note: please allow up to 3 business days for processing). All such payments are inclusive of applicable sales, value-added or other taxes that may be applicable to the performance and payment of the Services from time to time, and You are solely responsible for the collection and/or remittance of such amounts.
- This payment structure is intended to fully compensate You for the Services provided. Company does not provide or designate any portion of Your payment as a tip or gratuity to You. You understand and agree that, while you may receive gratuity from a receiver of services, Company is under no obligation to make gratuities available to You.
- If You require a correction to be made to any charge paid to You, you must notify Company in writing within thirty (30) days after the relevant Service was provided, after which Company will have no further responsibility and You waive your right to later dispute the amounts paid.

- Without limiting other terms herein, Company may charge you a fee if, during your provision of the Services, you have caused damage to a property that requires repair or cleaning. The amount of such fee shall be determined, in Company's sole reasonable discretion, based on the type of damage and the severity. In the event that the need for repair or cleaning is confirmed by Company acting reasonably, Company reserves the right to set-off and compensate the costs of the repair or cleaning against payments to be made to You hereunder while notifying You of the event.

12 During Your provision of the Services, You may have access to proprietary or non-public information, including in respect of the Company, its related entities or third parties ("Confidential Information"). You agree that while you are an independent contractor of the Company and at all times thereafter, You will not, without the prior written consent of the Company, except as required by law: a. reveal, disclose or make known any Confidential Information to any person; or b. use the Confidential Information for any purpose other than for the purpose of providing the Services in connection with this Agreement. In addition to the foregoing, You acknowledge that the Company has the right to the data generated by You while providing the Services, including but not limited through Your use of the @Door application and website made available by the Company for the purpose of the Services. You hereby grant Company an unlimited, non-exclusive, irrevocable, and transferable license to use the foregoing data to improve the Services, the management of this Agreement or for its other legitimate business purposes.

13 You may also, while providing the Services or through access or use of the Company's website or application, be provided with and have access to personally identifiable information pertaining to customers, delivery companies, suppliers and other merchants, and their employees and representatives, including but not limited to names, addresses, email addresses, telephone numbers, order information and other information regarding individuals ("Personal Information"). You will not, under any circumstance, access or use such Personal Information for any purpose other than the sole purpose of rendering the Services in connection with this Agreement. You will at all times maintain the strict confidentiality of Personal Information and will not reveal, disclose or make known any Personal Information to any person. You will securely destroy any and all Personal Information immediately after completing any Service to which the Personal Information pertains to.

14 You acknowledge that the products and services, as well as Confidential Information and Personal Information, made available by the Company from time to time and all rights therein are and shall remain the Company's property or the property of the Company's licensors. Neither this Agreement nor Your provision of the Services convey or grant to You any rights: (i) in or related to the products or services offered by the Company from time to time; or (ii) in the Company's company names, logos, product and service names, trademarks or services marks or those of the Company's licensors, including any use thereof. You shall not issue or release any announcement, statement, press release or other publicity materials or statements relating to this Agreement.

15 THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE COMPANY'S PRODUCTS OR SERVICES TO WHICH YOUR PROVISION OF THE SERVICES RELATES, INCLUDING THE COMPANY'S APPLICATION MADE AVAILABLE TO YOU IN RELATION TO THE SERVICES. THE COMPANY'S APPLICATION, WEBSITE, SERVICES AND SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING

FROM SUCH PROBLEMS. By entering into this Agreement, You agree that You shall defend, indemnify and hold the Company, its affiliates, Partner Carriers, licensors, customers, and each such party's officers, directors, members, employees, representatives and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) Your violation or breach of any term or representation of this Agreement, including external terms and conditions referenced herein, or any applicable law or regulation, including any local laws or ordinances, or (b) Your ownership, use or operation of a motor vehicle or bicycle in connection with the provision of the Services. COMPANY AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM COMPANY'S PRODUCTS OR SERVICES TO WHICH YOUR PROVISION OF THE SERVICES RELATES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY (OR ITS AFFILIATES IN CASE LIABILITY AROSE) TOTAL LIABILITY TO YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR PROVISION OF ANY DELIVERY SERVICES, FOR ALL TYPES OF DAMAGES, LOSSES AND CAUSES OF ACTION (EXCLUDING COMPENSATION THEREOF), EXCEED ONE THOUSAND CANADIAN DOLLARS (CAD\$1000).

16 If there is any dispute or controversy between You and the Company or any related entity, including any dispute or controversy arising out of or relating to this Agreement, any Services, any interactions or transactions between You and the Company or any related entity, or in respect of this Agreement's validity, existence, breach, termination, construction or application, or the rights, duties or obligations of any party to this Agreement (each, a "Dispute"), any party will serve any notice on the other party and each party must use good faith efforts to resolve the Dispute informally.

17 If the Dispute is not resolved after twenty (20) business days of a party serving notice on the other party that there is a Dispute, the parties agree that the Dispute will be finally resolved by confidential arbitration before a single arbitrator in accordance with the Arbitration Rules of the ADR Institute of Canada, Inc. The parties agree that the arbitration will be conducted by the parties on an ad hoc basis and will not be administered by the ADR Institute of Canada, Inc.

18 If You are a resident in the Province of Quebec, the seat of the arbitration will be Quebec or such other location as agreed to by the parties acting reasonably. The language of the arbitration will be either French or English, at your election.

19 If You are a resident of a province other than Quebec, the seat of the arbitration will be Ontario or such other location as agreed to by the parties acting reasonably. The language of the arbitration will be English.

20 The parties will resolve any Dispute on an individual basis. Any claim you may have must be brought individually, in Your individual capacity and not as a representative plaintiff or class member, and you will not join such claim with claims of any other person or entity, or bring, join or participate in a class action lawsuit, collective or representative proceeding of any kind (existing or future) against the Company or any related entity.

21 Nothing in this Agreement will prohibit the Company from seeking interim measures from a court, including preliminary or injunctive relief, or in order to address any breach by You namely of Sections 12 (confidential information), 13 (personal information), and 14 (intellectual property).

22 This Agreement will be construed and interpreted in accordance with the laws of the Province of Ontario.

23 Amendments will be effective upon the Company posting the updated Agreement at this address or location. Your continued provision of the Services after such posting constitutes your consent to be bound by this Agreement, as amended.

24 This Agreement and the terms and documents referred to herein represent the full and final understandings between the parties, and supersedes any and all previous understandings, commitments, and agreements, oral or written, pertaining to the Services. Without limiting the generality of the foregoing, the parties agree that this Agreement replaces and supersedes any previous agreement between You and us, and governs the legal relationship and all legal issues between You and us, including but not limited to any Dispute arising from or related to this Agreement or any previous agreement between You and us.

25 This Agreement and the rights granted hereunder shall not be assigned, encumbered by security interest or otherwise transferred or subcontracted by You without the Company's express prior written consent.

26 If, in any jurisdiction, any covenant, provision or restriction contained in this Agreement is found to be restricted, prohibited, void or unenforceable (in whole or in part) by a court or decision maker (i.e. arbitrator) of competent jurisdiction, it will be severable and will not affect or impair the validity of any other covenants, provisions or restrictions contained herein, nor will it affect the validity or enforceability of such covenants, provisions or restrictions in any other jurisdiction or in regard to other circumstances. Any covenants, provisions or restrictions found to be restricted, prohibited, void or unenforceable are declared to be separate and distinct, and the remaining covenants, provisions and restrictions will remain in full force and effect.

27 You must be of legal age. If you are delivering or storing alcohol, you must also be of legal age to transport or store the alcohol. You must ensure the customer receiving alcohol has a valid government issued piece of photo identification that is not expired and matches the customer. You must never deliver alcohol to a customer that is visibly intoxicated.

28 Company may give notice by means of a general notice posted at this location, electronic mail to your email address in your account, or by written communication sent to your address as set forth in your account. You may give notice to @Door by written communication to info@atdoor.ca .

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND AND AGREE TO BE BOUND BY AND COMPLY WITH ALL OF ITS PROVISIONS. YOU ACKNOWLEDGE THAT YOU HAVE HAD REASONABLE OPPORTUNITY TO REVIEW THIS AGREEMENT CONTAINING THE TERMS OF OUR UNDERSTANDING AND HAVE HAD A REASONABLE THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL ADVISORS OF YOUR OWN CHOICE BEFORE AGREEING.