

PICKUP DRIVER AGREEMENT

Version 1.0 Release

Terms of Service

This agreement is between you (“You,” “Your,” “Independent Contractor,” “Driver”) and PICKUP, LLC (“Company”, “PICKUP”, “we”). When You install PICKUP software on Your computer, smart phone or any other device, You accept and agree to all the terms and conditions stated in this agreement and You are legally bound by all requirements.

PICKUP has granted You a limited right to use its software technology platform and related services (“Platform”) used to refer customers for the use of Your pickup truck solely operated by You. Please read all the terms and conditions in this agreement and if You don’t agree completely to all terms, You will need to uninstall all PICKUP software and cease all work in the name of PICKUP.

While You continue to use the Platform, You agree to be bound to the terms of this agreement and all future updates that may be made from time to time.

Eligibility

Our Services are available only to, and may only be used by individuals who can form legally binding contracts under applicable law in the United States. You must be over the age of 18, and have lawful citizenship or eligibility to perform work in the United States. By using the Platform, You represent and warrant that You have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement.

You are the sole authorized user of Your PICKUP account. You are responsible for maintaining the confidentiality of any password provided by or used by You. You are solely and completely responsible for all transactions that occur using Your account and password. PICKUP has no control over the use of any User's account. If You suspect that any unauthorized party may be using Your password or account or You suspect any other breach of security, You will contact PICKUP immediately.

You further acknowledge and affirm that You are fully qualified and licensed to operate Your pickup in the United States and that You suffer from no injury and/or illness that may cause You to operate Your pick-up in an unsafe manner.

Relationship

Your relationship with PICKUP will be that of an Independent Contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. No part of Your compensation will be subject to withholding by PICKUP for the payment of any social security, federal, state, or any other employee payroll taxes. You are responsible for all personal tax and compliance matters related to the use of PICKUP’s software technology Platform.

Services Provided

PICKUP is engaging You only in the capacity of an independent contractor, and not as an employee, and Your pickup truck to perform on-demand and scheduled point-to-point delivery services for businesses and consumers. You will use the PICKUP Platform on Your smart phone as follows: When You are ready and able to engage in independent contractor services for PICKUP, You will indicate that You are available using the PICKUP Driver application. When a customer run is accepted on the Platform, if You are the closest available resource, You will receive a notification. You are expected to accept runs that are presented to You. Once assigned, You will arrive at customer's pick up location as soon as reasonably possible while always adhering to all traffic laws and safe driving practices. You will assist in loading and securement of the customer's goods. You are expected to own a set of securement devices as described herein. You further agree that You will not use Your smart phone while You are engaged in the operation of Your pick-up and/or while Your pick-up is moving.

Losses, Damage, and Accident Notification

You shall and agree to advise PICKUP of all accidents, injuries, cargo loss and/or damage or similar incidents and/or occurrences, no matter how minor, involving You and/or Your pick-up while engaged in independent contractor services for PICKUP. You further agree this notification shall take place within thirty (30) minutes of such incidents or as soon as You are safely able to communicate with PICKUP.

Insurance

PICKUP purchases insurance to protect independent contract drivers, customers, and third parties. As with any automobile insurance policy, additional insurance terms, limitations, and exclusions apply. We do not procure insurance for, nor are we responsible for, personal belongings left in the pickup by Driver(s) or Customer(s).

You should contact your insurance provider to ensure that you have adequate coverage for your vehicle performing services as an independent contractor.

Service Revenue

The Service Revenue to be paid to the Independent Contractor will be outlined in the Service Revenue Schedule.

Confidentiality and Intellectual Property

For purposes of this Agreement, Confidential Information shall mean any information or data disclosed by PICKUP to You including, without limitation, any inventions, disclosures, processes, systems, methods, formulae, devices, patents, copyrights, trademarks, intellectual properties, proprietary compilations/programs/techniques, designs, research & development work, specifications, computer

programs, source codes, costs or prices or other financial data, sales and profits, promotions, marketing plans, lists of customers or personnel or suppliers, business plans or activities or forecasts of same, or financial statements that either derive independent economic value, actual or potential, for not being generally known to the public or to other persons, or are the subject of efforts to maintain their secrecy.

Non-Disclosure. As part of Your independent contractor relationship with PICKUP, You may be granted access to PICKUP's confidential information. You agree that You will not produce, use, distribute, disclose or otherwise disseminate PICKUP Confidential Information, and shall take any and all reasonable actions necessary to prevent any Confidential Information disclosed to You from losing its classification as Confidential Information. You further agree not to disclose such confidential information to anyone. You shall use the Confidential Information solely for the purpose of the development of business of mutual interest between You and PICKUP. You shall not remove Confidential Information from PICKUP except as expressly permitted in writing by PICKUP.

Ownership and Acknowledgment. All Confidential Information, and derivations thereof, shall remain the sole and exclusive property of PICKUP, and no license, or other right, is granted or implied hereby. You acknowledge that neither PICKUP, nor any of PICKUP's affiliates, makes, or has made, any express or implied representation or warranty as to the accuracy or completeness of any shared Confidential Information, and PICKUP hereby expressly disclaims any and all liability that may be based on the Confidential Information, errors therein, or omissions therefrom. You agree and acknowledge that You may not, and will not, rely solely on the Confidential Information in making any decisions with respect to furthering Your relationship with the PICKUP

Term and Termination

This agreement continues unless terminated explicitly by either party. PICKUP retains the right to terminate this agreement at will and for any reason, or no reason. Other reasons for termination are material breaches of this agreement and include but are not excluded to:

- Failure to maintain insurance as described in this agreement.
- Loss of Your driving privileges for any reason.
- Intentional misrepresentation by You, including driving an indirect path in order to increase Service Revenue payment to You.
- An adverse finding on a background or motor vehicle records check.
- Customer satisfaction problems.

Termination by either party shall be done in writing. Termination requires You to discontinue use of Platform and services related to PICKUP business and You will uninstall all software from any and all devices You have used to perform services. You agree You will still be bound by this agreement in the event of termination by either party.

Automobile and Equipment Requirements

Pickup Truck: By accessing the Platform and services, You agree that You are an authorized driver of a pickup truck with the following attributes:

- No more than 20 years old.
- Full-sized pickup truck with ample room in the bed, and four sides including a working tailgate.
- Toppers, clamshells or tonneau covers must be removed prior to using the Platform.
- Must be in good, sound and reliable mechanical order.
- Current State inspection.

Smart Phone: You must possess or be able to independently utilize a smart phone while on the Platform that is capable of adequately supporting the Platform. Smart phone and data requirements may be found in the PICKUP Hardware and Software Requirements Addendum.

Suggested PICKUP Truck Kit: The minimum set of equipment You should have for performing PICKUPS is: 8X10 waterproof tarp with tie down grommets, 27' x 3" (quantity 3) ratcheting tie downs (good working condition), adjustable bungee cargo net (36" x 47" or greater, quilts or moving blankets (quantity 3), various sized single bungee cords, collapsible dolly (hand truck). Other items may be necessary.

Prohibited Use

There are a number of prohibitions for the use of PICKUP services. The following cases are specifically prohibited:

- ABSOLUTELY NO CARRIAGE OF ANY PERSON in pickup cab or bed for any distance or reason ever.
- ABSOLUTELY NO CARRIAGE OF ANY ANIMAL in pickup cab or bed for any distance or reason ever.
- No articles of exceptional value (antiques, fine art, jewels/jewelry, gold or other precious metals). Items are insured for replacement value up to \$20,000, and any value over this amount is considered exceptional value.
- NO Hazardous Materials as fully defined by FMCSA Hazardous Materials Regulations which includes but is not limited to: explosives, gases, flammable liquids, flammable solids, poisonous or infectious substances, radioactive material, corrosives. For a full list of prohibited items, see the FMCSA Regulations.
- NO firearms, ammunition or other explosive materials.
- NO illegal goods.

Personal Information

PICKUP will capture and use various aspects of Your personal information. PICKUP has a high standard for drivers, so You are required to pass an initial qualification that includes a background check, driver history, and motor vehicle report. These reports may also be updated on a periodic basis. We may also capture and store location information about You and Your vehicle. Your information may be provided

to third parties as required for PICKUP business purposes, such as insurance audits and other informational requirements. PICKUP will use best efforts to contain Your personal information.

No Assignment

This agreement is between You and PICKUP, You may not transfer or assign Your rights to another person or entity. You agree that You will be the only driver using Your pickup truck while using the Platform and for the purposes of generating income and growing the collective business of PICKUP.

Non-Compete and Non Circumvent

You agree that You will not circumvent PICKUP in the use of Your vehicle to create competitive business dealings with potential customers/suppliers, or other prospective team partners. Customers or contacts derived from Your use of the PICKUP technology platform and services are the property of PICKUP and may not be used to generate business that does not use the PICKUP technology platform and services. You also agree that for a term of one (1) year following the termination of Your work with PICKUP, You will not engage in business that directly competes with PICKUP in the field of on-demand or scheduled use of independent owner-operator pickup trucks. This non-compete and non-circumvention is for activities within a 50-mile radius of your residential location.

Loading and Securement

You agree to use good housekeeping practices for Your pickup truck. You will provide a clean, tidy pickup as the first step in projecting a positive image to customers and the motoring public. Safety is Your first concern and You should reject any item that cannot be safely placed and secured in Your pickup truck.

You are ultimately responsible for the proper loading and securement of any item in Your truck. You may use a number of online resources for best practices, including the Federal Motor Carrier Safety Administration website.

You agree to properly distribute and secure cargo, and that You have sufficient securement devices.

You agree to inspect the load and devices to secure the load prior to beginning trip.

You agree that You have clear visibility on all sides of the vehicle.

You agree that You have free movement of Your arms and legs while driving.

You agree to use extreme caution and care with customer items in the bed of Your pickup truck.

You agree to reject any object or run that You cannot safely or securely transport in the bed of Your pickup truck.

You agree that if the customer has specified a heavy or large item (or both) and does not provide loading assistance, You will not attempt to load the item yourself.

Driver Representations and Warranties

You agree that by using the Platform to offer services, You warrant and agree that:

- You are legally able to drive the pickup You submitted during Your application.
- You will only use the pickup You submitted during Your application and You will be the driver on any runs or services provided based on use of the Platform.
- You are named on the insurance of the pickup You submitted during Your application.
- You will maintain vehicle insurance at all times when You are using the Platform.
- You will not provide services when under the influence of alcohol or illegal drugs or any substance that impairs Your ability to drive safely and interact with customers.
- You are medically fit to drive and to lift at least 50 pounds without causing danger or health risk to yourself.
- You will accept PICKUP runs when they are presented to You.
- You will be solely responsible for all liability which results from or is alleged as a result of the operation of the vehicle such Driver uses to transport items, including, but not limited to personal injuries, death and property damages.
- You will not operate services using Your vehicle without use of the Platform. Any customer or business You develop will be continuously supported by using the Platform.
- You are compliant to Your State's requirements for ownership, registration, inspection, or any other requirements related to lawful operation of a vehicle.

Indemnification

YOU SHALL FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND PICKUP AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, STOCKHOLDERS AND AFFILIATES (COLLECTIVELY, "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS, DAMAGES, LIABILITIES, LOSSES, SETTLEMENTS, JUDGMENTS, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES AND COSTS), WHETHER OR NOT INVOLVING A THIRD PARTY CLAIM, WHICH ARISE OUT OF OR RELATE TO A) ANY BREACH OF ANY REPRESENTATION OR WARRANTY CONTAINED IN THIS AGREEMENT, B) ANY ACTION OR OMISSION ARISING FROM THE PERFORMANCE OF YOUR SERVICES UNDER THIS AGREEMENT INCLUDING PERSONAL INJURY OR DEATH TO ANY PERSON, INCLUDING YOU, C) LIABILITY FOR CIVIL OR CRIMINAL CONDUCT THAT HARMS ANOTHER PARTY, D) LIABILITY THAT OCCURS DUE TO USE OR MISUSE OF THE PLATFORM.

Governing Law

This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Texas. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in Texas, as applicable, for any matter arising out of or relating to this Agreement.

Arbitration

Any dispute arising under this agreement or relating to any independent contractor work performed hereunder shall be determined by binding arbitration under the Federal Arbitration Act. The parties to this contract shall conduct arbitration pursuant to the provisions of the Federal Arbitration Act. Arbitration shall be conducted in accordance with the rules of the AAA, or any successor, then prevailing. No attorney's fees shall be awarded to either party in any arbitration proceeding. The parties to this agreement concur that all potential disputes regarding any matter contemplated by this agreement, and all matters that in any way relate to all provisions of this agreement, shall be resolved by binding arbitration pursuant to the Federal Arbitration Act in Dallas County, Texas.

Severability

If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

Independent Contractor Code of Conduct

Your relationship with PICKUP is that of Independent Contractor. Together we are working to build a business that will be beneficial to both drivers and PICKUP. Important to the success of the business is the customer perception of the service provision. While You are using the Platform and performing services for PICKUP, it is important to adhere to the Code of Conduct. PICKUP's tag line is "Good Guys with Pickups On Demand." This is the image we are trying to establish consistently across all drivers. Inherent in the "Good Guy" standard are some basic tactics and techniques. When on the Platform and performing services, You should be dressed neatly, preferably with a clean, collared shirt and clean pants. Shoes should be close-toed for safety. When interacting with customers, no smoking or using tobacco products. Politeness and courtesy should be Your attitude.

When handling customer's goods, treat them with extreme care and caution, practice good personal safety and ensure all goods are securely fastened and will not move during transport. You agree to drive only at speeds reasonable and prudent for road conditions and the customer's goods loaded in Your pickup and in accordance with all applicable traffic laws and safe driving practices.