

## INDEPENDENT CONTRACTOR AGREEMENT

Hostly LLC (“The Company”) and the Contractor agree as follows:

1. **The Platform** - The Hostly Platform is a web based two-sided marketplace which enables connections between Clients and Contractors. “Clients” are individuals and/or businesses seeking to obtain short-term event execution services from Contractors and are therefore clients of Contractors, and “Contractors” are individuals or businesses seeking to perform event execution services for Clients. Clients and Contractors together are hereinafter referred to as “Users.” If you agree on the terms of a service with another User, you and such other User form a Service Agreement directly between the two.
2. **Independent Contractor Status** - Contractors are independent contractors of clients and not employees, partners or representatives, agents, joint venturers, or franchisees of Hostly. By connecting people and businesses seeking services with service providers, Hostly operates as an online marketplace that connects clients with service providers (Contractors) who wish to perform event execution services.
  - a. Contractor has the right to perform services for others during the term of this Agreement.
  - b. Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, days of work, and hourly rate for services performed.
  - c. Contractor agrees to follow instructions from Client including times to be available and on-site for working event, agrees to wear uniform instructions directed by Client within scope of Hostly uniform direction.
  - d. Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.
3. **Services to be Performed** - Contractor agrees to perform the following services: Provide high-quality, professional event execution services for clients including but not limited to: event preparation and decor set up including table setting, bar preparation and bartending services (if applicable), buffet preparation; greeting guests upon arrival, coat check, hors d'oeuvres and appetizer preparation and distribution; table service including food and beverage service; kitchen assistance such as warming of food, cleaning, organizing, dishwashing; dessert table preparation; post-event cleanup including dismantling of setup, dishwashing, and trash removal. (“Services”) The services required by this Agreement shall be performed by the Contractor.
  - a. Contractors may be subject to a review process before they are approved to use the Hostly Platform, which may include but is not limited to identity verification and

criminal background checks, using third party services as appropriate ( "Background Checks" ). Although Hostly may perform Background Checks, Hostly cannot confirm that any User is who they claim to be, and Hostly cannot and does not assume any responsibility for the accuracy or reliability of Background Check information.

4. **Payment** - In consideration for the Services to be performed by Contractor, The Company agrees to pay Contractor in the following manner:
  - a. In consideration for the services to be performed by Contractor, The Company agrees to pay Contractor at the following rates: \$25/hour for Servers and \$30/hour for Bartenders (with the exception of Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day). On the specified holidays, compensation increases to \$50/hour for servers and \$60/hour for bartenders.
  - b. The Company uses direct deposit to pay Contractors, therefore a valid checking account, routing or IBAN number, and billing address are required. Billing information will never be shared with third parties and is for internal use only. Contractor shall be paid within a reasonable time (14 business days) after Contractor confirms hours worked and an invoice is submitted to the Client.
5. **Expenses** - The Contractor shall be responsible for all expenses incurred while performing Services under this Agreement. This includes parking fees, automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel and other taxes; fines; radio; cell phone expenses; meals; and all salary, expenses and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.
6. **Licenses, Permits and Certificates** -
  - a. Any reference to a Contractor being licensed or credentialed in some manner, or "badged," "reliable," "reliability rate," "elite," "great value," "background checked," "vetted" (or similar language) designations indicates only that the Contractor has completed a relevant registration process with the Company or met certain criteria and does not represent anything else. Any such description is not an endorsement, certification or guarantee by Hostly of such Contractor's skills or qualifications or whether they are licensed, insured, trustworthy, safe or suitable. Instead, any such description is intended to be useful information for Clients to evaluate when they make their own decisions about the identity and suitability of Contractors contracted via Hostly.
7. **Non-circumvention clause** - The Parties agree that they shall not directly or indirectly interfere with, circumvent or attempt to circumvent, avoid, by-pass or obviate each other's interest, introductions,

relationships or transactions established through Hostly, for the purpose of gaining any benefit, whether such benefit is monetary or otherwise. Parties agree to not initiate, respond or otherwise abide any contact with any person, company, institution, association or other entity to which it has been introduced or with whom it has become first acquainted in the course of doing business with the other party. Regardless of whether or not the transaction closes, the duty of non-disclosure and non-circumvention shall apply as to the contact(s) directly disclosed by an introducing party. This agreement applies to transactions, which involve successors, assigns, affiliates or subsidiary companies or entities. The parties agree that no effort shall be made to circumvent the terms and conditions of this agreement to gain a fee, a commission, remuneration, consideration, strategic relationship or benefit. With respect to any attempt at circumvention of this agreement, the circumvented party is entitled to seek any and all fees or compensation equal to those received or committed or agreed to be paid in the agreement governing the transaction between the parties and the same are due and payable to the circumvented party under the terms of this agreement. The duration of the Agreement shall perpetuate for ten (10) years from the last date of signing.

8. **Assignment and Delegation** - Contractor may not delegate, assign or subcontract duties to another party under this Agreement without Client's written approval.
9. **Workers' Compensation** - Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance before the employees begin the work.
10. **Insurance** - Hostly and Client shall not provide insurance coverage of any kind for Contractor.
11. **Indemnification** - Contractor shall indemnify and hold Hostly and Client harmless from any loss or liability arising from performing services under this Agreement.
  - a. Users hereby acknowledge that Hostly does not supervise, scope, direct, control or monitor a Contractor's work and expressly disclaims (to the extent permitted by law) any responsibility and liability for the work performed and the services in any manner, including but not limited to a warranty or condition of good and workmanlike services, warranty or condition of quality, or compliance with any law, statute, ordinance, regulation, or code. Hostly is not responsible for the performance or communications of Users, nor does it have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of Contractors or Clients, nor of the integrity, responsibility, competence, qualifications, or any of the actions or omissions whatsoever of any Users, or of any ratings or reviews provided by Users with respect to each other.

- b. Hostly makes no warranties or representations about the suitability, reliability, timeliness, or accuracy of the services requested or provided by, or the communications of or between Users identified through the Hostly Platform, whether in public or private, via on- or off-line interactions, or otherwise howsoever.
  - c. Neither Hostly, nor its parents, affiliates or licensors, including their respective directors, officers, shareholders, agents, investors, subsidiaries, attorneys, representatives, insurers, or employees (collectively referred to as “Affiliates”) is responsible or liable for the conduct, acts, or omissions, whether online or offline, of any user of the Hostly platform and, to the extent permitted by law, you hereby release Hostly and affiliates from any and all liability, claims, demands, or damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with Hostly.
12. **Terminating the Agreement** - With reasonable cause, Contractor may terminate this Agreement, effective immediately upon giving written notice.
- a. **Deactivation and Suspension** - Hostly may suspend your right to use the Hostly Platform pending its investigation of a potential breach by you of this Agreement. Hostly may deactivate your account or limit your use of the Hostly Platform upon its determination that you breached a provision of this Agreement (a “User Breach” ). Hostly will provide you with written notice of its determination as required by law. If Hostly suspends or deactivates your account or limits your use of the Hostly Platform pursuant to this Section 8, you are thereafter prohibited from registering and creating a new account under your name or business name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.
  - b. Hostly reserves the right to modify or discontinue, temporarily or permanently, all or any portion of the Hostly Platform at its sole discretion. Hostly will provide you with notice of any such modification or discontinuation as required by law. To the extent permitted by law, Hostly shall not be liable to you for any modification or discontinuance of all or any portion of the Hostly Platform.
  - c. Hostly has the right to restrict anyone from completing registration as a Contractor if such person may threaten the safety and integrity of the Hostly Platform, or if such restriction is necessary to address any other reasonable business concern.
  - d. You may terminate this Agreement at any time by ceasing all use of the Hostly Platform and deactivating your account.