



## GENERAL PARTNERSHIP AGREEMENT

### DEFINITION OF TERMS

**Agreement:** The contract that exists between Totally Delivery and the Contractor

**Totally Delivery:** A business which provides a platform for delivery services.

**Contractor:** The person or persons who agree to abide by the contract and deliver goods or services for the business of Totally Delivery.

**Party or parties:** Either the contractor or Totally Delivery or both.

**Effective Date:** The date the agreement or contract is signed. Whether or not any deliveries have been made.

**Platform:** The software provided by Totally Delivery for the purpose of communicating with the contractor/s.

**Customers:** Any merchant, individual or business for whom a delivery is to be performed.

**Equipment:** Motor vehicles, scooters, or bicycles necessary to perform deliveries

Totally Delivery provides an online, web-based platform that connects customers and independent providers of services. Software facilitates a connection between Customers, Contractors and Totally Delivery.

Totally delivery is not a retail store, restaurant, or food preparation entity.

Contractor is a fully-licensed, independent provider of delivery services. Contractor must lawfully possess all equipment necessary to perform the services within the Agreement in accordance with all applicable laws. When Contractor signs this Agreement he may access the Totally Delivery Platform and be available to participate in delivery opportunities. Contractor may accept, reject, or ignore any delivery opportunity. Contractor has the right to control the manner in which deliveries are performed and the means by which those deliveries are completed.

### Purpose of the Agreement

Establishes rights and obligations of the Contractor and Totally Delivery made available through the Platform. Contractor promises to abide by promises, as does Totally Delivery. Nothing in this agreement requires the Contractor to accept any delivery service, and nothing guarantees the Contractor any volume of delivery opportunities for any particular period of time.

Once Contractor accepts a delivery opportunity, Contractor agrees that Contractor will be contractually bound to complete the delivery in accordance with this agreement and any specifications provided to Contractor by a Customer.



Totally Delivery reserves the right to modify any external documents relating to this agreement, including but not limited to terms of service and privacy policy, and any information referenced at hyperlinks, and such modifications shall become effective upon posting. The continued use of the Platform by the Contractor will constitute agreement with the changes.

## Contractors Services

Contractor is an independent provider of delivery services. As such Contractor is responsible for all legal requirements necessary to perform services as promised. Contractor will perform all deliveries in compliance with any and all federal, state, and local laws, rules and regulations; including but not limited to applicable food and health safety laws, rules, and regulations. Also Contractor agrees that all items delivered, shall arrive to the Customer uncontaminated, free from tampering, at the temperature or condition, and in a timely manner intended by the customer.

Totally Delivery shall have no right to, and shall not, supervise Contractor in the performance of his duties as to deliveries. Contractor has the sole responsibility of determining, manner of pickup, delivery, and route selection as well as type of conveyance to be used to accomplish the task of delivery. If contractor uses a subcontractor Totally Delivery is not to be held responsible for any liabilities for subcontractor. Contractor assumes all responsibility for wages, benefits, or expenses, if any, and for all required state and federal income tax withholdings, unemployment insurance obligations, social security or other payroll taxes relating to Subcontractor. Nor will subcontractor be entitled to benefits otherwise available to Contractor by Totally Delivery.

Unless mandated by law, Totally Delivery will have no authority or obligation to withhold state or federal income tax, unemployment insurance, social security taxes, or insurance of any kind.

Totally Delivery is not responsible for vacation pay, insurance, hourly wages, or any other compensation on behalf of Contractor, except as laid out in this Agreement.

Both Contractor and Totally Delivery agree that those provisions of the Agreement reserving ultimate authority in Totally Delivery have been inserted solely to achieve compliance with federal, state, or local laws, regulations, and interpretations thereof and / or to ensure the safety of the Platform for all users.

Contractor agrees that as a separate, established provider of delivery services, Contractor retains the right to perform services or others, and to present an aura which is in keeping with his status as a separate contractor. Contractor is not to allow other platforms to interfere with accepted deliveries from the Totally Delivery Platform. Nothing in this agreement, likewise, should prevent Totally Delivery from engaging in similar arrangements or business with others.

Totally Delivery shall require Contractor to pass a background check based on the Contractor's own social security number before accessing the Platform. If further background checks are



necessary Totally Delivery reserves the right to limit access to Platform until checks are completed to the company's satisfaction. Such checks are to be conducted in accordance with the Contractors consent, and in accordance with applicable laws.

On occasion, Totally Delivery may offer Contractor different promotions or referral programs. Contractor agrees that to abuse or manipulate the promotions or referral programs is a material breach of this Agreement and may lead to deactivations, and that Contractor forfeits any payments as they relate to said abuse or manipulation.

Contractor agrees that Totally Delivery, its affiliates or representatives may contact Contractor by email, phone, push notifications, SMS, or by other comparable means (including the use of an automatic telephone dialing system) at the email address(es), or phone number(s) Contractor provides. This includes for marketing purposes where permitted by law. Contractor also agrees and understands that Totally Delivery sends information related to Deliveries and Delivery opportunities, including delivery fees, user account information, and sign up progress to become a Contractor, via SMS and push notification, so contractor must agree to receive such transactional messages to provide delivery services as a Contractor on the Platform.

SMS and push communications from Totally Delivery, its affiliates or representatives and/or customers, may include, but are not limited to:

- 1) operational communications concerning your user account, sign up progress to become a Contractor, use of the Platform, or features available on the Platform,
- 2) communications relating to delivery's and delivery opportunities, including delivery fees,
- 3) news concerning Totally Delivery and industry developments that affect your relationship with Totally Delivery
- 4) account verification communications

With Contractor's consent, Totally Delivery may also send you marketing SMS regarding promotions from us or our third-party partners. Message and data rates may apply. Contractor may opt out of the marketing emails. Totally Delivery may still send you emails about your account or any transactions between Parties. Contractor isy8 not required to consent to receive marketing texts or calls as a condition of performing services as a contractor on the platform.

## Deliveries

Contractor agrees to retrieve orders from merchants and deliver the order to the customer in accordance with the terms of the agreement.

Contractor understands and agrees that the customer, not Totally Delivery determines the content of the delivery, and agrees to abide by instructions from customer to deliver goods per this Agreement, and as may be updated by Totally Delivery from time to time.

If Contractor accepts a delivery opportunity that includes restricted items, such as alcohol, tobacco, e-cigarettes, or vaporizers Contractor is responsible for get the clients signature on the



drivers app and take a picture the clients ID ensuring the delivery complies with federal, state and local laws. Contractor must ensure that the individual who placed the order has provided valid identifications, is the required age, and is not intoxicated. Contractor authorizes Totally Delivery, during the course of the delivery, to communicate with the Contractor, Customer, or Merchant to assist to the extent permitted by Contractor to facilitate a delivery.

In the event Contractor fails to fully perform any delivery (a "Service Failure"), Totally Delivery reserves the right to recover any costs incurred by Totally Delivery related to a "Service Failure" or return (a "Return Failure") that result from Contractor's action or omission. If Contractor disputes responsibility for a Service Failure or Return Failure, Contractor agrees that the dispute shall be resolved pursuant to the "Payment Disputes" provision of this agreement.

### Delivery Fees

Unless notified in writing by Totally Delivery or otherwise provided, Contractor will receive payment per completed Delivery in the amount of USD 6.00 + miles + tip listed in the payment schedule for the relevant delivery and / or market. Totally Delivery reserves the right, at its sole discretion, to change the payment schedules at any time for any reason. Continued use of the Totally Delivery platform shall constitute your consent to the payment schedule. From time to time, Totally Delivery may, but is not obligated to offer Contractor additional incentives to complete particular deliveries. Nothing prevents the parties from negotiating a different rate of pay, and Contractor is free to accept, reject, or ignore any Delivery opportunities to earn different rates of pay.

Totally Delivery agrees to transmit payment for completed deliveries to Contractor via direct deposit payment every Thursday, no later than eight (8) days after Contractor successfully completes the delivery. Contractor is responsible for any applicable processing fees associated with such remittance. Contractor further agrees to accept transfer, and/or transaction fees, as applicable, for such payments.

### Payment Disputes

**Contractors Failure:** In the event of a service failure Contractor may forfeit all or a portion of the payment as described above, depending on the extent to which the service failure results from Contractor's action or omission. Actions shall be based on proof provided by customer, Merchant, Contractor, or other interested party. Totally Delivery shall make the initial determination as to what percentage of fault the Contractor bears. Contractors shall have the right to challenge the determination as described in further sections.

**Totally Delivery Failure:** In the event Totally Delivery fails to remit payment in a timely or accurate manner, Contractor shall have the right to seek proper payment by any legal means. However, Totally Delivery must be first informed, in writing, and given a reasonable opportunity to solve the problem.



### Contractor's Equipment and Expenses

Contractor is responsible for all expenses related to insurance, upkeep, fuel, cleaning, or maintenance of vehicles of conveyance used in deliveries. Contractor is responsible to ensure that all vehicles are up to legal safety standards for operation on roads and highways, and that existing laws are followed during their use. This includes freedom from health hazards, including but not limited to odors, toxins, chemicals, waste, or debris as required by law.

Contractor is responsible for all costs and expenses arising from performance including, but not limited to, traffic tickets, tolls, parking fees, inspections, and any related problems. Except required by law, Contractor assumes all risk of damage or loss to Contractor's equipment.

### Relationship of Parties

This agreement is between independent businesses that are independent of each other. They are in no way intended to be that of employee and employer, agents, joint ventures, or partners for any purpose, and cannot bind either to any other by contract.

Totally Delivery shall report all payments made to Contractor on a calendar; year basis by issuing an applicable IRS Form 1099. Contractor agrees that Totally Delivery may fulfill any tax-related obligations, including but not limited to providing 1099 forms, through any means, including by electronic transmission to the email address associated with Contractor's account, as provided by Contractor.

Contractor agrees to report all such payments to the appropriate federal, state, and local taxing authorities.

### Insurance

While doing business with Totally Delivery Contractor agrees to maintain current insurance in the jurisdiction where operating. This includes but is not limited to, vehicle insurance that satisfies the minimum coverage amounts and types, as required by state or local law. Failure to maintain insurance will be considered a breach of this agreement.

Contractor understands and agrees they will not be eligible for workers' compensation benefits through Totally Delivery, and instead will be responsible for providing their own Workers' compensation insurance or occupational accident insurance, if permitted by law.

Contractor agrees to give Totally Delivery at least thirty (30) days written notice before cancellation of any insurance policy required by the agreement and reserves the right to require Contractor to identify Totally Delivery as an additional insured on Contractor's vehicle insurance. In addition, Contractor agrees to deliver to Totally Delivery, upon request, current certificates of insurance as proof of coverage. Contractor agrees to make available updated certificates each time Contractor purchases, renews, or alters Contractor's insurance coverage.



## Confidentiality

In the course of doing business the Contractor will have direct or indirect access or exposure to confidential information belonging to Totally Delivery. Contractor agrees to hold any information so gleaned confidential. This may include data, provider IDs, user information, Customer information, package information, and transaction volume, marketing and business plans, business, financial, technical, operational and such other nonpublic information (either written or verbal) that Totally Delivery designates as being proprietary or confidential or that Contractor should reasonably know to treat as confidential.

Contractor agrees that:

- a) All Confidential information shall remain the exclusive property of Totally Delivery
- b) Contractor shall not disclose Confidential information to any third party
- c) Confidential information will be used only to aid in a delivery
- d) Contractor shall not keep Confidential information and shall return or destroy all Confidential information upon the termination of the Agreement or at the request of Totally Delivery.

## Indemnity

Contractor agrees to defend, indemnify, protect, and hold harmless Totally Delivery, 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, lawsuits, losses, liabilities, and causes of action arising directly or indirectly from, as a result of or in connection with, the actions of Contractor arising from the performance of Deliveries under this Agreement, including but not limited to, personal injury or death of any person, as well as any liability arising from Contractor's failure to comply with the terms of this Agreement. 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 Totally Delivery or its parent, subsidiary, and/or affiliated companies.

Contractor agrees to indemnify, protect, and hold harmless the Indemnitees from any and all tax liabilities and responsibilities for payment of all federal, state, and/or local taxes, including, but not limited to all payroll taxes, self-employment taxes, workers' compensation premiums, and contributions imposed or required under federal, state, and/or local laws, that are owed by Contractor with respect to Contractor's using the Totally Delivery platform to complete deliveries. Liabilities covered also include all applicable insurance, local, state, and/or federal licenses, permits, and assessments of any and all regulatory agencies, boards or municipalities.

Subcontractors will not be allowed to use the Totally Delivery Platform, and Totally Delivery accepts no responsibility for Subcontractors allowed to assist in Deliveries for Contractors.



## Arbitration

In lieu of filing a lawsuit in court, Totally Delivery and Contractor mutually agree to resolve any disputes between them exclusively through a final and binding arbitration.

Mutual arbitration is governed exclusively by the Federal Arbitration Act (9 U.S.C. subsection and article of the law 1-16) (FAA) and shall apply to claims between the Parties, including but not limited to those arising out of or relating to this Agreement, the Contractor's classification as an independent contractor, Contractor's provision of delivery services under this Agreement, delivery fees received by Contractor for performing deliveries, termination of this Agreement, deactivation of Contractor's account, and all other aspects of Contractor's relationship with Totally Delivery, past or present, whether arising under federal, state, or local law, including without limitation harassment, discrimination, and or retaliation claims and claims arising under or related to the Civil Rights Act of 1964, Americans with Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, or any state or local equivalents of any of them. Arbitration is also to apply to any state and local wage and hour laws, statutes, or regulations addressing the same or similar subject matters. To be included are all federal, state, or/or local claims arising out of or relating to the Contractor's relationship or termination of that relationship with Totally Delivery.

The Parties agree that this Agreement shall be governed by the FAA even in the event Contractor and/or Totally Delivery 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 performs delivery services shall apply.

Only an arbitrator and not any federal, state, or local court or agency shall have the authority to resolve any dispute relating to this provision. Except as it shall apply to the Class Action Waiver and Representative Action Waiver.

If either party wishes to initiate arbitration, the Party must notify the other Party in writing via certified mail, return receipt requested, or hand delivery within the applicable statute of limitations period. Demand for arbitration must include:

- 1) name and address of the Party seeking arbitration
- 2) a statement as to the legal basis of the claim,
- 3) a description of the remedy sought.

Any demand for arbitration by Contractor must be delivered to Totally Delivery Attn: Legal Department, 6362 Mcleod dr suite #10 Las Vegas NV 89120

Class action waiver. Totally Delivery and Contractor mutually agree that any and all disputes or claims between the parties will be resolved in individual arbitration. By entering into this Agreement they waive their right to have any dispute or claim brought, heard or arbitrated as a class and/or collective action, or to participate in any class and/or collective or representative action.

The arbitrator may issue orders (including subpoenas to third parties) allowing the Parties to



conduct discovery sufficient to allow each Party to prepare that Parties claims and/or defenses. 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 remedy that would not have been available in a court of law for claims presented in arbitration.

Either Totally Delivery or Contractor may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this section may be rendered ineffectual.

Nothing in this Arbitration provision prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law or as required under this Agreement before bringing a claim in arbitration. Totally Delivery will not retaliate against 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.

#### Term and Termination of Agreement

This Agreement shall remain in full force and effect for a term of one (1) year from the date of acceptance by Contractor. Totally Delivery may not terminate Agreement except in the following circumstances (with electronic communication satisfying this requirement):

- 1) Upon mutual written consent of the Parties, set in written notice on an agreed-upon termination date.
- 2) By Totally Delivery upon written notice to Contractor if there has not been a delivery performed for a period of at least four (4) months, with date of transmission commencing in (30) days.
- 3) By Totally Delivery in the event of an anticipated change in control or cessation of its operations in the Contractor's market, upon thirty (30) days, with the date of transmission commencing the thirty (30) day period.
- 4) If either Party breached the Agreement, immediately upon written notice to the breaching Party with such notice specifying the breach relied upon. In the case of a material breach by Contractor, and upon written notice, Totally Delivery may deactivate the Contractor's account.

The follow shall constitute a material breach of this Agreement.

- 1) Failure of Contractor to maintain current insurance coverage in the amounts and types specified herein or as required by law.
- 2) Failure by Totally Delivery to remit to Contractor all delivery fees for Deliveries completed within twenty-one days of the customer's payment.
- 3) Failure of the Contractor to complete a Delivery without waiver of the obligation by the customer or Totally Delivery.
- 4) Failure by Contractor to maintain the minimum customer star rating applicable in Contractor's market as of the date Contractor accepts this payment.
- 5) Failure of Contractor to maintain all licenses, permits, authorities, registrations, and/or other prerequisites to operate that are required by law and/or this Agreement.



- 6) Any act by a Party that causes the other party to violate their own obligations under any applicable state, federal, or local law.
- 7) Documented complaint by a customer, employee of Totally Delivery, or employee of a Customer that Contractor has engaged in conduct that a reasonable person would find physically threatening, highly offensive, or harassing.
- 8) Documented illegal or destructive acts, including but not limited to fraud or theft, engaged in by Contractor. A failure to live up to the standards of good and reasonable business practices, which would reflect poorly on Totally Delivery.
- 9) Failure by Contractor to reasonably cooperate with Totally Delivery in the investigation of or response to any claim (insurance, civil, or otherwise) arising out of or related to Contractor's alleged or actual acts or omissions while using the Totally Delivery Platform.

Early Termination of Agreement without cause by Totally Delivery without proper notice of thirty (30) days shall result in liquidated damages of \$100/day for each day the notice is not properly provided to the Contractor, up to a maximum amount of \$500. Parties acknowledge damages are appropriate because actual damages are not reasonably ascertainable.

If not terminated, Agreement shall be renewed for successive one-year terms.  
If terminated, Contractor's account will also be terminated.

#### Agreement Transferability, and Waiver

This Agreement is the entire agreement and understanding between the Parties. It shall not be changed, modified, altered, or amended in any respect, unless in writing and executed by both Parties. The Agreement may not be assigned by either Party without the written consent of the other, and shall be binding upon the Parties, including their heirs and successors, provided, however, that Totally Delivery may assign its rights and obligations to an affiliate of Totally Delivery or any successors go its business and/or purchaser of all or substantially all of its stock or assets. References to this Agreement to Totally Delivery shall be deemed to include such successors.

Failure of Totally Delivery or 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.

#### Miscellaneous

Nothing in this Agreement requires a Contractor to use the Platform. They may refuse Delivery opportunities at any time without fear of reprisal.

If any part of this Agreement is declared unlawful or unenforceable, the remainder of the Agreement shall remain in full force and effect.

By entering into this Agreement, Contractor expressly acknowledges and agrees that Contractor

