

## PERSONAL SHOPPER / COURIER SERVICES AGREEMENT

### 1.0 SERVICES

1.1 THIS AGREEMENT, made as of the is made the \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ (the "**Effective Date**"), between INABUGGY Inc. (hereinafter the "Company") and the undersigned individual \_\_\_\_\_ (hereinafter "You" or the "Contractor") to provide Personal Shopper / Courier services (the "Services").

### 2.0 TERMS OF AGREEMENT

FOR VALUABLE CONSIDERATION, the parties hereto agree as follows:

2.1 You are hereby engaged by the Company as a non-exclusive independent contractor of the Company to provide Personal Shopper / Courier Services. The Contractor will act as an independent contractor under this Agreement, and neither the Contractor nor any employee or agent or contract personnel of the Contractor is, or shall be deemed to be, an employee of the Company due to this Agreement and the relationship between the Contractor and the Company. You retain the right to provide Services to other businesses and consumers at any time and You will hold yourself out to the general public as an individually established business.

2.2 You can provide the Services at the times and intervals, as You alone determine. You can refuse to perform the Services at any time. Given that You comply with any code(s) of conduct (the "Code(s) of Conduct") published by the Company for its independent contractors from time to time, You are not required to follow any suggested routes, directions or otherwise in connection with Your performance of the Services.

2.3 You acknowledge that You are required to use your business judgment in providing Services to the Company, and by Your efficiency in providing the Services in connection with this Agreement, You will may experience a range of business outcomes including the opportunity for profits and the risk of losses. The Services required by this Agreement shall be performed by the Contractor, the Company shall not hire, supervise, or pay any assistants to help the Contractor.

2.4 The Contractor will be responsible for all expenses and costs incurred in connection with the provision of services under this Agreement. In particular, as an independent Contractor, the Contractor will be responsible for its own Canada Pension Plan, Employment Insurance, Employer Health Tax, Workplace Safety and Insurance and Income Tax contributions, all statutory or other deductions, taxes, premiums or contributions related to the payments made hereunder and You agree to indemnify the Company fully in connection with any of the foregoing.

2.5 ***By signing this contract, you agree to, and authorize that a criminal background check may be performed. You also consent to the fact that any information that has been provided or that you have access to will remain in confidence and agree to the fact that you may be held liable for any information that is released to a third party, without written consent of the Company. This agreement also acts as a governed non-disclosure agreement between the Contractor and the Company.***

3.0 **YOU REPRESENT AND WARRANT AS FOLLOWS:**

- a. You operate an independent business (either as a sole proprietor, partnership or company) that provides the Services
- b. You have a valid driver's license duly recognized in the territory in which you will be providing Services pursuant to this Agreement ("Territory")
- c. You own, or have the legal right to operate, a duly registered motor vehicle (the "Vehicle")
- d. You possess or have unfettered access to all tools of the trade required to perform the Services pursuant to this Agreement
- e. The Vehicle is in good operating condition and meets the industry safety standards for a vehicle of its kind
- f. 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
- g. You have obtained such permits, licenses, approvals, and authority that may be required under the laws of the Territory to perform the Services
- h. You have a smartphone with an operating system of IOS9 or Android 4.2 or higher
- i. You will be solely responsible for any and all liability which results or is alleged as a result of the operation of the Vehicle including, but not limited to personal injuries, death and property damages. You will obey all local laws related to the performance of the Services and will be solely responsible for any violations of such local laws.
- j. You will keep secure and confidential any account password(s) or any identification we provide You from time to time.
- k. You will provide us with whatever proof of identity we may reasonably request.
- l. 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.
- m. You must be of legal age to transport alcohol
- n. You have obtained the Smart Serve Certification in accordance with the laws in force in the Province of Ontario for the legal delivery of alcohol
- o. You agree to verify the age of the recipient of packaged alcohol goods upon delivery by requesting proof of Government Issued photo identification and agree packages will not be left unattended at a customers door in accordance with the laws in force in the Province of Ontario for the legal delivery of alcohol

3.1 At the request of the Company, You agree to provide supporting documentation as reasonably requested by the Company in order to demonstrate compliance with the representations and warranties set forth in Section 3 above. You agree that all documentation provided contains information that is true and correct (the "Documents") prior to Your performing any Services hereunder.

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 3, 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.

#### 4.0 **CONFIDENTIAL INFORMATION**

During Your provision of the Services, You may have access to confidential 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 or for You to obtain professional advice:

- 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.

4.1 Your obligations to maintain confidentiality and secrecy shall apply after this agreement until such time that the information is no longer confidential based on Company's sole discretion or has been made public by the Company.

4.2 You shall not, without prior written consent of the Company, destroy, make copies, duplicate or reproduce in any form the Company's confidential information.

#### 5.0 **INTELLECTUAL PROPERTY**

You acknowledge that the products and services 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) to use or reference in any manner the Company's company names, logos, product and service names, trademarks or services marks or those of the Company's licensors ("Intellectual Property").

- 6.0 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. THE COMPANY'S 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 licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys 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 of this Agreement or any applicable law or regulation, including any local laws or ordinances, whether or not referenced herein, or (b) Your ownership, use or operation of a motor vehicle in connection with the company's Software or Services made available from time to time.
- 7.0 If there is any dispute or controversy between (1) You or any of Your Personnel and (2) 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 (1) You or any of Your Personnel and (2) the Company or any related entity, or in respect of any legal relationship associated with or derived from this Agreement, including this Agreement's negotiation, 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.
- 8.0 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.
- 9.0 The Company will pay the reasonable arbitration costs. There will be no appeals from any question of fact or law, or any other issue.
- 10.0 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.

- 11.0 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 of Sections 3 (personal information), 4 (confidential information) and 5 (Intellectual Property).
- 12.0 Amendments will be effective upon the Company posting the updated Agreement at this location. Your continued provision of the Services after such posting constitutes your consent to be bound by this Agreement, as amended.
- 13.0 This Agreement represents 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
- 14.0 **PAY STRUCTURE**
- 14.1 I, the Contractor, agree to provide one of the following services:  
Delivery of goods which may include alcohol/or miscellaneous items at the following guaranteed rate per delivery \$18.00.
- 14.2 The Independent Contractor receives different amounts of compensation based upon the jobs performed. The Independent Contractor's compensation is based on a commission for each job performed, not upon units of time. The Independent Contractor has the right to accept or reject any business offered.
- 14.3 You will conscientiously perform the Services in connection with this Agreement in a safe, efficient, skillful, workmanlike, professional and competent manner in accordance with accepted industry standards, and in accordance with: (i) the Code(s) of Conduct, if any, and (ii) the terms of use of the Company's products and services published on its website from time to time (the "Terms of Use". It is also agreed by the parties that, if there is any conflict between those obligations as set out in the Terms of Use 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
- 15.0 **TERMINATION AND NOTICE**
- 15.1 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 in the terms of this agreement the Company may immediately terminate this Agreement upon written notice to the Contractor if the Contractor materially breaches its obligations under this Agreement or engages in any conduct which the Company in its sole discretion, determines has or could have an adverse impact on the Company's reputation or interests.
- 15.2 Under no circumstances shall a Contractor subcontract their sales initiatives, and or hire a person and or persons to work for them, without the approval of the Company. This will result in immediate termination.

16.0 **GOVERNING LAW**

This Letter of Appointment shall be governed by and construed in accordance with the laws of Canada.

Please confirm your acceptance of the above terms and conditions by signing and dating below:

**CONTRACTOR'S ACKNOWLEDGEMENT**

Contractor's full name: \_\_\_\_\_

Contractor's signature: \_\_\_\_\_

Date: \_\_\_\_\_