

## SERVICE PROVIDER PLATFORM ACCESS AGREEMENT

This Service Provider Platform Access Agreement (this “**Agreement**”), by and between you and your company/business (“**You**” or “**Service Provider**”) and Call Emmy, Inc., a Colorado corporation (the “**Company**” and, together with Service Provider, the “**Parties**” or individually, a “**Party**”), governs the relationship established between the Parties through Your provision of services via the Call Emmy Application (the “**Platform**”).

### RECITALS

**WHEREAS**, Clients (“**Clients**”) utilize the Platform to locate service providers.

**WHEREAS**, You desire to provide certain services to Clients through the use of the Platform.

**WHEREAS**, Parties recognize that Company facilitates the provision of these services for Clients through the use of independent contractors.

**WHEREAS**, You are aware of and agree to abide by the provisions contained within: the Company Privacy Policy and other Terms of Use, as updated from time to time, (collectively, “**Company Terms**”) located at <https://www.callemmy.com/terms-of-use>; Terms of Service between Service Provider and the payment service provider (“**PSP**”) retained by the Company available here: <https://stripe.com/us/connect-account/legal> (the “**PSP Agreement**”) all of which are incorporated by reference into this Agreement.

**NOW THEREFORE**, in return for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

### AGREEMENT

#### Article I- Services

1.1. Engagement as Independent Contractor. The Company hereby engages You, and You hereby accept such engagement, as an independent contractor whose established business, trade, or occupation is of the same nature as the specific Services, as defined below. You agree to provide certain Services to Clients through the Platform on the terms and conditions set forth in this Agreement.

1.2. Use of Platform to Provide Services. You will use the Platform to provide the Services set forth in **Schedule 1** (the “**Services**”), which are outside the usual course of the Company’s business.

1.3. Performance. The Company will not control the manner or means by which You perform the Services, nor does Company provide any training related to the Services. Client is responsible for determining specifics of the Services provided via the Platform, including but not limited to, timing of the Services, specific requirements related to the Services, and location of performance the Services. Company will not oversee the Services. You are able to select, and are responsible for, accepting bookings for Services within the Platform (each a “**Booking**”).

1.4. Platform Access and Compliance with Certain Policies and Procedures. The Company will provide you with access to the Platform, information, and systems to the extent necessary for the performance of the Services. You hereby agree to be bound and comply with the Company Terms and the terms set forth in the PSP Agreement, including subsequent changes to either of these terms. You consent to an initial and periodic criminal background checks, conducted by a third-party, as a condition to being eligible to accept Bookings. The Company may deny, revoke, or terminate your access to the Platform and ability to accept Bookings based on the results of the background checks.

1.5. Background Check. You hereby authorize the Company to complete an industry standard criminal history background check and all sound screening practices in connection with your use of the Platform. Your right to utilize the Platform may be revoked based on the results of the background check.

## Article II - Term and Termination; Renewal; Survival

- 2.1. Term & Renewal<sup>1</sup>. This Agreement is effective as of the date You execute this Agreement and shall continue for an initial term of one year and automatically renew for additional one-year periods unless earlier terminated pursuant to the terms of this Agreement.
- 2.2. Termination by You. You may terminate this Agreement at any time upon thirty (30) days' prior written notice to Company, provided that all previously accepted Bookings You have accepted are completed.
- 3.3. Deactivation or Termination by Company. You recognize that Company is entitled to temporarily or permanently deactivate your access to the Platform immediately and without notice to investigate any instances, occurrences, or actions that indicate that You have been engaged in conduct that is harmful to Company's brand, business, or reputation, that violates this Agreement or any of the Company Terms, or if your account or activity on the Platform has been used in activity that is deceptive, fraudulent, unsafe, or illegal. You agree that Company may terminate this Agreement or permanently bar your access to the Platform upon any of the following: (i) immediately if Company determines, in Company's sole and absolute discretion, that You engaged in any of the foregoing conduct or activities; (ii) immediately upon a breach of this Agreement; (iii) if Company determines, in its sole and absolute discretion, that You are not performing the Services adequately; and (iv) any time upon providing written notice to You.
- 3.4. Effect of Termination; Survival. Upon termination, each Party will remain responsible for its respective liabilities or obligations that accrued before or as a result of such termination. Upon termination, You will no longer access the Platform and will no longer provide Services to Clients.

## Article III - Fees, Expenses, and Payment

- 3.1. Payment through Payment Service Provider. You will be paid through the PSP for Services provided under any Booking you accept through the Platform. Payments will only be received by the name of the individual executing this agreement. The PSP will charge Clients' credit cards according to the rates for Services published on the Platform (the "**Client Fee**"). All published rates are inclusive of the fees paid to the Service Providers for the Services (the "**Service Provider Fees**")<sup>2</sup> and Company's fees for usage of the Platform ("**Service Fees**"). Within 24 hours after completion of a Booking, the PSP will release the portion of the Client Fee for that Booking that constitutes Service Provider Fees to the Service Provider and the portion that constitutes Service Fees to the Company. If Client cancels the Booking, You may be eligible for a portion of the fee for such Booking.
- 3.2. Registering with PSP. In order to receive the Service Provider Fee, You are required to register with the PSP, agree to Terms of Service of the PSP, and go through a vetting process to set up Your account with the PSP. By accepting this Agreement, You represent that You have reviewed and agreed to the PSP Agreement. You further acknowledge that the Company is not a party to the PSP Agreement and that You, the PSP, and any other parties listed in the PSP Agreement are the parties to the PSP Agreement and that Company has no obligations or liability to any Service Provider under the PSP Agreement.

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3.3 Withholding Fees. Company reserves the right, in its sole discretion, to: (i) place on hold any out-of-pocket expenses, or (ii) refund, provide credits, or arrange for the PSP to do so, in either case with respect to both Clients and Service Providers.

#### **Article IV - Relationship of the Parties**

4.1. Relationship. The relationship between the Parties is solely as independent business enterprises, each of which operates a separate and distinct business enterprise that provides a service outside the usual course of business of the other. You recognize that You are engaging the Company to provide You access to the Platform. Nothing in this Agreement creates, will create, or is intended to create, any employment, partnership, joint venture, franchise, or sales representative relationship between the Parties. The intent of the Parties is for the Contractor to act as an independent Contractor under the applicable local, state, and federal law, including, without limitation, those set forth by the Internal Revenue Service and the state and federal departments of labor. Parties do not share in any profits or losses. You have no authority to make or accept any offers or representations on Company's behalf and are not Company's agent.

4.2. No Benefits Provided; Tax Withholding. YOU WILL NOT BE ELIGIBLE TO PARTICIPATE IN ANY VACATION, GROUP MEDICAL OR LIFE INSURANCE, DISABILITY, PROFIT SHARING OR RETIREMENT BENEFITS, OR ANY OTHER FRINGE BENEFITS OR BENEFIT PLANS OFFERED BY THE COMPANY TO ITS EMPLOYEES, AND THE COMPANY WILL NOT BE RESPONSIBLE FOR WITHHOLDING OR PAYING ANY INCOME, PAYROLL, SOCIAL SECURITY, OR OTHER FEDERAL, STATE, OR LOCAL TAXES, MAKING ANY INSURANCE CONTRIBUTIONS, INCLUDING FOR UNEMPLOYMENT OR DISABILITY, OR OBTAINING WORKERS' COMPENSATION INSURANCE ON YOUR BEHALF. YOU SHALL FULLY AND PROPERLY REPORT, TO ALL APPROPRIATE FEDERAL, STATE, AND LOCAL TAX AUTHORITIES, ALL INCOME PAYMENTS RECEIVED UNDER THIS AGREEMENT. YOU SHALL NOT BE RESPONSIBLE FOR TAXES OWED BY COMPANY. YOU HEREBY ACKNOWLEDGE AND AGREE THAT, IN ACCORDANCE WITH APPLICABLE LAW, COMPANY WILL MAKE ALL NECESSARY FILINGS WITH THE INTERNAL REVENUE SERVICE, INCLUDING, WITHOUT LIMITATION, FILING A FORM 1099, REFLECTING ALL AMOUNTS PAID BY COMPANY TO YOU FOR THE IMMEDIATELY PRECEDING TAX YEAR. YOU SHALL PROVIDE COMPANY WITH OFFICIAL RECEIPTS ISSUED BY THE APPROPRIATE TAXING AUTHORITY OR SUCH OTHER EVIDENCE AS IS REASONABLY REQUESTED BY COMPANY TO DEMONSTRATE THAT ALL OF CONTRACTOR'S TAX OBLIGATIONS HAVE BEEN FULFILLED. YOU WILL BE RESPONSIBLE FOR, AND WILL INDEMNIFY THE COMPANY AGAINST, ALL SUCH TAXES OR CONTRIBUTIONS, INCLUDING PENALTIES AND INTEREST.

4.3. Contractor Freedom. As an independent contractor of the Company, You will be free to perform certain activities that are representative of the independent contractor relationship You have with the Company, including, but not limited to: (i) Performing work for other companies or businesses, whether as an independent contractor or employee. Such work may include, but is not limited to, such work that is of the same manner and type You provide as an independent contractor for the Company; (ii) Setting where and when you desire to provide the Services; (iii) Accepting or rejecting Bookings at Your own discretion.

4.4. No Control by Company. Due to your status as an independent contractor, the Company will not: (i) Provide any direct oversight or supervision beyond ensuring Services are completed, in Company's sole and absolute discretion, to an appropriate standard; (ii) Provide any instructions or training<sup>3</sup> regarding how to perform the Your duties beyond basic instructions regarding how to properly use the Platform itself; (iii) Provide any tools or equipment beyond the Platform itself; (iv) Require You to accept any minimum number of Bookings; (v) Provide You with any license or business registration necessary to perform the Services; or (vi) In any way combine business operations with You; the Parties shall maintain entirely separate business operations.

## **Article V - Confidential and Proprietary Information; Intellectual Property**

5.1 During the course of its performance of the Services, You may be exposed to Company's Confidential Information, Intellectual Property and Trade Secrets, as such terms are defined below. You hereby acknowledge that the improper disclosure or use of Company's Confidential Information, Intellectual Property or Trade Secrets would be detrimental to Company and would cause irreparable harm to Company and its business operations. You hereby agree that You shall not disclose, or otherwise make available, directly or indirectly, to any third party, without the prior express authorization of Company, any Confidential Information, Intellectual Property or Trade Secrets. Company shall retain all right, title, and interest in and to all Intellectual Property (including, but not limited to, Trade Secrets, customer lists, trademarks, trade dress, patents, and copyrights) and You shall not use any Intellectual Property except as expressly approved in writing and in advance by Company. You further agree that in the event You violate this Section, such violation shall be a material breach of this Agreement and Company shall be entitled to interim or permanent injunctive relief without having to prove damages or post a bond or other security, specific performance and other equitable remedies, in addition to any other relief to which Company may become entitled, in the event of any such breach.

5.2 For the purpose of this Agreement, "**Confidential Information**" shall mean all information pertaining to Company's business, operations and activities, including, but not limited to, information concerning Company's customers, suppliers, products, services, software and information technology, Platform user information, volume of Services provided, database information, strategic plans, work product, specifications and developments, results and data, methodology, equipment, distribution systems, research materials, marketing, advertising and promotional plans and strategies, pricing, costs, sales, sales techniques, policies, procedures, business plans and strategies, finances, books and records, contracts, models, know-how, and other proprietary information, creations, Intellectual Property, or Trade Secrets. Confidential Information shall include notes, summaries, work papers, reports, analyses, documents and other materials prepared using or containing Confidential Information. It shall also include third-party confidential information that is included with, or incorporated in, any Confidential Information or other Company materials. Confidential Information shall not include information that (i) is or becomes publicly known and such public knowledge or disclosure is not the result of any act or failure to act on the part of Contractor, or Contractor's agents or affiliates, (ii) is, at the time of disclosure, already known to Contractor, provided that Contractor can demonstrate by written and dated material in Contractor's possession that such information was known to and lawfully obtained by or learned by Contractor prior to the time of disclosure, or (iii) is information independently developed by Contractor without the use of Confidential Information. For the avoidance of doubt, Confidential Information shall include any information Contractor learns about Clients, including, without limitation, Client's names, locations, or other similar information.

5.3 For the purpose of this Agreement, "**Intellectual Property**" shall mean all ideas, expressions of ideas, concepts, discoveries, inventions, contributions, improvements, devices, technologies, designs, graphics, logos, images, renderings, trademarks, trade names, trade dress, service marks, names, slogans, words and other creative material, methods, systems, processes, computer software and information technology (including, but not limited to, any software codes, formulas, text, copy, associated files in whatever format and improvements thereto), and other works and matters created, designed, developed, discovered or prepared by Company, whether alone or jointly with a third party resulting from the use of Confidential Information, including all proprietary rights in the foregoing, whether or not subject to patent, trademark or copyright protection.

5.4 For the purpose of this Agreement, "**Trade Secrets**" shall mean business, creative, and technical information of Company, whether written, electronic or oral, including, but not limited to, Company's business plan; marketing strategy; strategic plans; account information; financial condition; customer lists, records pertaining to current and future customers, Clients, independent Contractors or suppliers; processes; procedures; databases; methods; techniques; plans; design specifications or criteria; systems;

compilations; and other materials that Company attempts to maintain in secret and that derive commercial value for such Party from not being publicly known or readily ascertainable through independent development or reverse engineering.

5.5 Defend Trade Secrets Act Disclosure. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.” Nothing in this Agreement, any other agreement executed by me with the Company, or any Company policy, is intended to conflict with this statutory protection.

## Article VI - Representations and Warranties

6.1. You represent and warrant to the Company that:

(i) **YOU HAVE READ AND UNDERSTAND EACH PROVISION OF THIS AGREEMENT AND HAVE FREELY AND VOLUNTARILY ENTERED INTO IT. YOU FURTHER REPRESENT AND WARRANT THAT YOU HAVE HAD SUFFICIENT OPPORTUNITY TO CONSULT LEGAL COUNSEL OF YOUR CHOICE REGARDING REVIEW AND UNDERSTANDING OF THIS AGREEMENT.**

(ii) You have the right to enter into this Agreement, to grant the rights granted herein, and to perform fully all of Your obligations in this Agreement. You will perform the Services and not utilize contractors, agents, or other third-parties to complete the Services.

(iii) You agree that any description You provide of the relationship with Company orally, in writing, in advertising, or in any other way, shall, subject to Company’s approval, will clearly characterize You as an “independent contractor” or other similar designation approved by Company. You further agree that You shall not use Company’s name on any stationery, business cards, telephone listings, or any other written or printed material, on a web site or by broadcast medium without the prior written approval of Company. You represent and warrant that You operate a business independent from that of Company. You further represent and warrant that if this Agreement were to be terminated, Your business would continue to operate and exist. In connection with the foregoing, You represent that the engagement contemplated herein is an immaterial portion of Your overall business and in the event of termination of this Agreement, Your business would remain economically viable and would not be materially disrupted.

(iv) Your entering into this Agreement with the Company and Your performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which you are subject;

(v) You have the required skill, experience, and qualifications to perform the Services and will not require any additional instruction or training outside of minimal instructions regarding how to utilize the Platform itself;

(vi) You will perform the Services in compliance with all applicable federal, state, and local laws and regulations, including, with no oversight by Company, maintaining all required licenses, permits, and registrations;

(vii) You will be responsible for, and bear all costs of, providing necessary equipment, tools, and other materials You deem necessary or advisable;

(viii) You are solely responsible for any obligations or liabilities arising from the Services You provide; and

(ix) You are in compliance with all licensing and regulatory requirements including all federal, state, and local laws, rules, or regulations governing provision of childcare services. Further, during the

term of this Agreement, you shall continue to comply with all applicable federal, state, and local laws, statutes, ordinances, rules, and regulations governing the provision of childcare services.

#### **Article VII- Indemnification**

7.1. You shall defend, indemnify, and hold harmless the Company and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees and costs) arising out of or resulting from:

(i) bodily injury, death, or damage to real or tangible personal property resulting from your acts, omissions, or provision of Services;

(ii) your breach of any representation, warranty, obligation under this Agreement;

(iii) your failure to perform obligations under this Agreement in a professional manner, in accordance with the highest level of industry standard, and in accordance with applicable law; and

(iv) any content submitted by you or using your account to the Platform, including, but not limited to the extent such content may infringe on the intellectual rights of a third party or otherwise be illegal or unlawful.

7.2. The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

#### **Article VIII - Insurance**

8.1. Individually Maintained Insurance. You will maintain workers' compensation insurance if required by applicable law. You also have the right to purchase, in Your own discretion, workers' compensation insurance. Furthermore, if permitted in your jurisdiction, you may insure yourself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. You agree that You are aware of the risk if you decide not to maintain individual insurance.

#### **Article IX - Arbitration and Class Action Waiver**

You agree to and acknowledge the Arbitration and Class Action Waiver attached hereto as **Schedule 2**. You are aware of and understand the rights You are waiving hereunder.

#### **Article X - Miscellaneous**

10.1. State Law Addendum. If you reside or provide services in Illinois, Kansas, Montana, Rhode Island, or Vermont, You agree to be bound by the additional terms of the State Law Addendum, attached hereto as **Schedule 3**, relevant to the state in which You reside or in which You provide Services. In the event of conflicting terms between this Agreement and **Schedule 3**, the terms set forth in **Schedule 3** shall govern.

10.2. Information. Company may collect and disclose information from or about You when you create an account, interact with the Platform, accept a Booking, provide Services, or as otherwise described in the Company Terms. Any such collection, use, and disclosure of such information will be made in accordance with the Company Terms. If You elect to provide or make available suggestions, comments, ideas, improvements, or other feedback or materials to the Company in connection with, or related to, the

Company or the Platform, the Company will be free to use, disclose, reproduce, modify, license, transfer, distribute, and exploit any of such information or materials in any manner Company chooses.

10.3. Modification. You will be bound by modifications or supplements to this Agreement, which may be provided solely via electronic means, on Your acceptance<sup>4</sup>. However, if You do not agree to such modifications or supplements, You may not be permitted to access the Platform. Moreover, from time to time, the Company may modify the Company Terms hyperlinked in this Agreement and such modifications will become effective when posted. Your continued use of the Platform following the posting of revised Company Terms means that you accept and agree to the changes which shall become a part of your Agreement with the Company. You are expected to check the pages containing the Company Terms from time to time so You are aware of any changes, as they are binding on You.

10.4 Access to the Platform and Account Security. The Company reserves the right to amend or withdraw the Platform, and any of the services provide on the Platform, at any time in its sole discretion without notice. The Company will not be liable if, for any reason, all or any part of the Platform is unavailable at any time or for any period. From time to time, the Company may restrict access to some parts of the Platform, or the entire Platform, to users. You are responsible for making all arrangements necessary for You to have access to the Platform. The Company has the right to disable any username, password, or other identifier, whether chosen by You or provided by the Company, at any time in Company's sole discretion for any or no reason, including if, in Company's opinion, you have violated any provision of this Agreement. The Company will employ commercially reasonable physical, administrative, and technical safeguards to secure any data, media, and other materials that users submit to the Platform from unauthorized use or disclosure, however, except as expressly required by applicable laws you release and hold Company harmless from and against any claim, damage, loss, action, or expense attributable to any unauthorized use or disclosure of data, media, or other materials users submit to the Platform.

10.5. Assignment. The Company may freely assign its rights and obligations under this Agreement at any time without Your prior consent. You agree not to assign this Agreement, in whole or in part, without Company's prior written consent. Any attempted assignment by You without Company's consent is void.

10.6. Severability. Invalidity of any provision of this Agreement does not affect the rest of this Agreement. The Parties will replace the invalid or non-binding provision with provision(s) that are valid and binding and that have, to the greatest extent possible.

10.7. Notice. Except as explicitly stated otherwise, any notices to Company will be given by certified mail, postage prepaid and return receipt requested to:

Call Emmy, Inc. Attn: Arezou Zarafshan  
601 16<sup>th</sup> Street  
Suite C251  
Golden, CO 80401  
arezou@callemmy.com

with copy to

Goodspeed Merrill  
Attn: John-Paul C. Sauer  
9605 S. Kingston Court, Ste. 200  
Englewood, Colorado 80112

10.8. Governing Law; Venue. Unless specifically stated otherwise in this Agreement, the law of Colorado shall govern this Agreement, without regard to conflicts of laws principles.. The law of this jurisdiction will apply without reference to the choice-of-law principles that would result in the application of the laws of a different jurisdiction. Any dispute arising hereunder not subject to Schedule 2 that the Parties are unable to resolve by mutual agreement shall be brought in a court of competent jurisdiction in the city and county of Denver, Colorado and both Parties agree to the jurisdiction of such courts.

10.9. Entire Agreement. This Agreement, including all Schedules and the Company Terms which are incorporated herein by reference, constitutes the entire agreement and understanding with respect to the subject matter expressly contemplated herein and therein and supersedes all prior or contemporaneous agreements between the Parties.

10.10 Survival and Waiver. Your obligations under this Agreement will continue after termination of this Agreement for a period of five (5) years from the date of the completion of the Services or termination of this Agreement, whichever is later, regardless of whether the termination is voluntary or involuntary, including, but not limited to, Contractor's obligation not to use or disclose any Trade Secret or Confidential Information. No waiver by Company of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Company of any right under this Agreement will be construed as a waiver of any other right. Company will not be required to give notice to enforce strict adherence to all terms of this Agreement.

10.11 No Assignment. This Agreement may not be assigned by You without Company's prior written consent, and any such attempted assignment will be void and of no effect. Company will not be required to seek or obtain Your consent in connection with any assignment by Company.

10.12. Signatures. Each Party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as original signatures. Electronic Signature means any electronic symbol executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the Colorado Uniform Electronic Transactions Act (Colo. Rev. Stat. Ann. § 24-71.3-101 et seq.) as amended from time to time.



**Schedule 1****Services**

1. House cleaning
2. In-home laundry and dry cleaning
3. Household chores
4. Home organization
5. Childcare
6. School support and tutoring
7. Assist with completing errands
8. Pet care
9. Companion-care

## Schedule 2 Arbitration Agreement and Class Action Waiver

PLEASE READ THIS SCHEDULE 2 AS IT GOVERNS YOUR ABILITY TO BRING CERTAIN CLAIMS AGAINST THE COMPANY. YOU MUST AGREE TO THIS SCHEDULE 2 BY SIGNING BELOW. AFTER SIGNING BOTH THE AGREEMENT AND THIS SCHEDULE 2, YOU MAY OPT OUT OF THIS SCHEDULE 2 BY FOLLOWING THE INSTRUCTIONS BELOW.

### 10.1. How this Arbitration Provision Applies.

(a) *Applicable Law.* This Schedule is a contract governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”) and evidences a transaction involving commerce and is not a contract of employment involving any class of workers engaged in foreign or interstate commerce within the meaning of the FAA. If the FAA does not apply, the law governing arbitration agreements in Your state of domicile at the time you entered into this agreement will apply. Except as otherwise stated herein, Schedule 2 applies to any legal dispute, past, present, or future, arising out of or related to your relationship, or termination of that relationship with Company with any of Company’s agents, employees, executives, officers, investors, shareholders, affiliates, successors, or assigns.

(b) *Application to Claims.* This Schedule 2 applies to all claims brought by either Party unless explicitly excluded herein and requires all claims to be resolved by an arbitrator, through final and binding individual arbitration, and not by way of court or jury trial. Except as provided herein, such disputes include, without limitation disputes arising out of or relating to: (i) the interpretation, application, formation, scope, enforceability, waiver, applicability, revocability, or validity of this Schedule 2 or any portion thereof; (ii) the relationship between the Parties, or between You and any other entity or individual, arising out of or related to Your application for and use of the Platform, the Services, background checks, trade secrets, workplace safety and health, unfair competition, compensation, minimum wage, overtime, breaks and rest periods, retaliation, discrimination, or harassment, and claims arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, 8 U.S.C. § 1324b (unfair immigration related practices), Americans With Disabilities Act, Age Discrimination in Employment Act, Fair Labor Standards Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, federal, state or local statutes or regulations addressing the same or similar subject matters, and all other federal, state or local statutory, common law and legal claims; (iii) incidents or accidents resulting in personal injury in connection with use of the Platform (each a “Claim” and collectively, “Claims”).

(c) *Durability of this Schedule 2* A court may not preside over any Claim or consolidate Claims of multiple individuals. If there is a final judicial determination that any portion of this Schedule 2 is unenforceable or unlawful: (i) Any class, collective, or consolidated action subject to the enforceable or unlawful portion will proceed in a court of competent jurisdiction; (ii) The portion of this Agreement that is enforceable will be enforced in arbitration; (iii) The unenforceable portion will be severed from this Schedule 2 and such severance will have no impact on the enforceability or validity of the arbitrability of any remaining claims asserted by either Party.

### 10.2. Limitations of this Schedule 2.

(a) To the extent required by any applicable law that is not preempted by the FAA, nothing in this Schedule 2 prevents: (i) You from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs; (ii) The investigation by a government agency of any report or Claim covered by this Schedule 2; or (iii) Federal administrative agencies from adjudicating and awarding remedies based on those Claims, even if such Claims would otherwise be covered by this Schedule 2.

(b) If You allege claims of sexual assault or sexual harassment, You may elect to bring such Claim on an individual basis in a court of competent jurisdiction. Company agrees to honor Your election of forum with respect to your individual sexual harassment/ assault claim. However, Company in no way waives the enforceability of this Schedule 2 as to any other provision or Claim.

(c) If any Claim is brought under applicable federal or state law that is not preempted by the FAA, such Claim is excluded from the coverage of this Schedule 2.

(d) This Schedule 2 will not affect your standing with respect to any litigation against Company brought by You or on Your behalf that is pending in a state or federal court or arbitration as of the date of this Agreement.

(e) Either Party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the grounds that, without such relief, any part of this Schedule 2 may be ineffective.

### 10.3. Governing Rules, Starting the Arbitration, and Selecting the Arbitrator.

(a) *Arbitrator's Authority.* An arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute, arising out of or relating to: (i) the interpretation, applicability, or enforceability, of this Schedule 2; (ii) any threshold arbitrability issues, including, Claims related to any arbitration demand, whether claimants have submitted valid fee waivers, if the arbitration provider has complied with the provisions hereof with processing and administering the arbitration demand, if the arbitration demand meets the requirements set forth herein, whether claimants are barred from proceeding based on a prior settlement or expiration of the statute of limitations, representation of the same claimant by multiple law firms, and other disputes regarding the equitable and efficient initial case management. Notwithstanding this exclusive authority, only a court of competent jurisdiction will have the authority to resolve any dispute arising out of or related to the Class Action Waiver, the Representative Action Waiver, or both.

(b) *Appointment of Arbitrator; Arbitration Generally.* Parties are required to meet, confer, and select a neutral arbitration provider (“**Arbiter**”) that has operations in the state in which the dispute arises. If the Parties are unable to mutually agree upon an Arbiter, then either Party may invoke 9 U.S.C. § 5 to request that a court of competent jurisdiction appoint an Arbiter. Any Arbiter appointed by a court will conduct arbitration solely on an individualized basis. Once the Parties mutually agree upon an Arbiter, or one is appointed, the arbitration will commence pursuant to the rules of the designated arbitration provider; however, if there is a conflict between the rules of the designated arbitration provider and this Schedule 2, this Section 2 will govern.

(c) *The Arbitration Demand.* Before beginning arbitration, the Party bringing the Claim must first demand arbitration in writing within the applicable statute of limitations period. This demand must be sent to the notice address contained in the Agreement. Any demand for arbitration made to You by Company will be sent via electronic mail to the email address associated with your Platform account. By sending this demand, the Party bringing the Claim certifies that the demand complies with Rule 11 of the Federal Rules of Civil Procedure, or state law equivalent. Any demand for arbitration must include: (i) valid identification of the parties including phone numbers and email addresses associated with the account through which you provide Services on the Platform as well as the city in which You reside; (ii) a statement of the legal and factual basis of the Claim; (iii) the specific remedy sought; and (iv) The amount in controversy.

(d) *Good Faith Negotiation Required.* The Parties agree that, prior to submitting a demand for arbitration, the Party bringing the Claim will first attempt to resolve the dispute informally between the Parties in good faith for a period of no less than sixty (60) days, unless extended by mutual agreement of the Parties.

(e) *Applicability of Statutes of Limitations.* All Claims are subject to the same statutes of limitations that would apply in court. The Arbiter arbitrator shall resolve all disputes regarding the applicability of any relevant statutes of limitations. Any statute of limitations or filing fee deadline will be tolled while the Parties engage in the informal dispute resolution process set forth in Section 10.3(d).

(f) *Venue.* Unless specifically stated otherwise in this Agreement, the law of Colorado shall govern this Agreement, without regard to conflicts of laws principles. The law of this jurisdiction will apply without reference to the choice-of-law principles that would result in the application of the laws of a different jurisdiction. Any dispute a subject to this Schedule 2 shall be brought and heard in the state of Colorado.

10.4. Class Action Waiver. Parties agree that all Claims between the Parties will be resolved only in individual arbitration, and not on a class, collective, coordinated, or consolidated basis on behalf of others. There will be no

right or authority for any dispute or Claim to be brought, heard, administered, resolved, or arbitrated as a class, collective, coordinated or consolidated action, or for either Party to participate as a member in any such class, collective, or coordinated or consolidated proceeding. No Arbiter will have the authority to hear, arbitrate, or administer any class, collective, coordinated, or consolidated action, or to award relief to anyone but the individual in arbitration. Notwithstanding any provision in this Schedule 2 or the applicable arbitration provider's rules, this Section does not prevent either Party from participating in a class wide, collective, coordinated, or consolidated settlement of claims.

10.5. Representative Action Waiver. Parties agree that, to the maximum extent provided by law, all Claims between the Parties will be resolved only in individual arbitration, and not on a representative basis. There will be no right or authority for any dispute (whether brought by you or us, or on your or our behalf) to be brought, heard, administered, or arbitrated as a representative action, or for you or us to participate as a member in any such representative proceeding. Moreover, the Parties waive their right to: (i) Have any Claim brought, heard, administered, or arbitrated as a representative action; (ii) Participate in any representative action, including but not limited to Claims brought under any state's Private Attorneys General Act; and (iii) seek, recover, or obtain any non-individual relief. Neither this Section, nor any applicable arbitration provider's rules, prevent either Party from participating in a representative settlement of claims.

10.6. Arbitration Costs and Fees.

(a) Each Party will pay its own attorneys' fees and any costs that are common to both court and arbitration proceedings.

(b) Each Party will follow the applicable arbitration provider's rules regarding the initial arbitration filing fees, except that Your portion of any initial arbitration filing fee will not exceed the amount You would be required to pay to initiate a lawsuit in federal court in the jurisdiction where the arbitration will be conducted. Any fee waiver must include all information and be submitted in the appropriate form required by applicable law. After You have paid your portion of any initial arbitration filing fee, the Company will make up the difference, if any, between the fee You have paid and the amount required by the applicable arbitration provider's rules.

(c) Company will pay the Arbiter's fees and costs, along with all fees uniquely associated with arbitration, if required by applicable law that is not preempted by the FAA. Otherwise, Parties will apportion such fees between themselves in accordance with applicable law and this section. Any disputes regarding payment of arbitration fees must be resolved by the Arbiter. You agree not to oppose any negotiations between the applicable arbitration provider and Company.

d) At least 10 days before the date set for the arbitration hearing, any Party may serve an offer in writing upon the other Party to allow judgment on specified terms. If the offer is accepted, the offer, along with proof of acceptance, must be submitted to the Arbiter, who will enter judgment accordingly. If the offer is not accepted prior to the arbitration hearing or within 30 days after it is made, whichever occurs first, it will be deemed withdrawn, and cannot be submitted as evidence during the arbitration. If You do not accept an offer made by Company, and You fail to obtain a more favorable award, You will not recover your post-offer costs and will pay Company's costs from the time of the offer.

10.7. The Arbitration Hearing and Award. Within 30 days of the close of the arbitration hearing, any Party will have the right to prepare and file a brief with the arbitrator. The arbitrator may award any Party any remedy to which that Party is entitled under applicable law, but any such remedy will be limited to what would be available to a Party in its individual capacity in a court of law. The Arbiter will apply applicable controlling law and will issue a decision or award in writing. This decision or award will state the essential findings of fact and conclusions of law. Under no circumstances is the Arbiter bound by decisions reached in separate arbitrations. The Arbiter's decision will be binding only upon the parties to the arbitration that are the subject of the decision. The Arbiter will award reasonable costs incurred in the arbitration to the substantially prevailing Party in accordance with applicable law. The Arbiter is authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or any applicable state law equivalent. A court of competent jurisdiction will have the authority to enter a judgment upon the award made during the arbitration. The Arbiter's findings of fact and conclusions of law are not binding or have any preclusive effect on any other arbitration.

10.8. Opting Out. Agreeing to this Schedule 2 is not a mandatory condition of this Agreement. You may opt out within thirty (30) days of accepting this Agreement, personally by emailing legal@callemmy.com. Should You not opt out of this Schedule 2 within this thirty-day time period, Parties will be bound by this Schedule 2.

10.9 Enforcement. You have the right to consult with counsel of Your choice concerning this Schedule 2 and to be represented by counsel at any stage during the arbitration process. Except as stated otherwise in Section 10.2 or Section 10.8 of this Agreement. This Schedule 2 will survive the termination of this Agreement.

**Schedule 3  
State Law Addendum**

Illinois	Pursuant to the Workplace Transparency Act, this Agreement shall not limit Service Providers right or ability to: (i) report any good faith allegation of unlawful employment practices to any appropriate federal, State, or local government agency enforcing discrimination laws; (ii) report any good faith allegation of criminal conduct to any appropriate federal, State, or local official; (iii) participate in a proceeding with any appropriate federal, State, or local government agency enforcing discrimination laws; (iv) make any truthful statements or disclosures required by law, regulation, or legal process; and (v) request or receive confidential legal advice.
Kansas	Service Provider shall complete, notarize, and keep on file an Affidavit of Exempt Status, available here: <a href="chrome-extension://efaidnbmnnnibpcajpcgclefindmkaj/https://insurance.ks.gov/documents/other-services/workers-comp/affidavit-of-exempt-status.pdf">chrome-extension://efaidnbmnnnibpcajpcgclefindmkaj/https://insurance.ks.gov/documents/other-services/workers-comp/affidavit-of-exempt-status.pdf</a>  Service Provider shall then email a copy of the Affidavit of Exempt Status to the Company at <a href="mailto:arezou@callemmy.com">arezou@callemmy.com</a> .
Montana	Service Provider shall have and maintain an Independent Contractor Exemption Certificates (“ICEC”). To obtain the ICEC, Service Provider shall complete, notarize, and submit the application and wavier form along with the \$125 fee to the Montana Department of Labor & Industry Division.  Service Provider shall then email a copy of the ICEC to the Company at <a href="mailto:arezou@callemmy.com">arezou@callemmy.com</a> .
Rhode Island	Service Provider shall complete and file a Notice of Designation as Independent Contractor Form (Form DWC-11-1C) with the Rhode Island Department of Labor and Training, available here:  <a href="https://dltweb.dlt.ri.gov/wc_ic_search/Pages/Modules/ICWaiver/IC/OnlineCertificatePrintin.doc.aspx">https://dltweb.dlt.ri.gov/wc_ic_search/Pages/Modules/ICWaiver/IC/OnlineCertificatePrintin.doc.aspx</a>  Service Provider shall then email confirmation of submittal to the Company at <a href="mailto:arezou@callemmy.com">arezou@callemmy.com</a> .
Vermont	Service Provider hereby acknowledges that Service Provider: (i) is providing the Services pursuant to a written independent contractor agreement; (ii) is not considered to be an employee under Vermont’s Worker’s Compensation Act; and (iii) is working independently, has no employees, and has not contracted with other independent contractors.