

Independent Contractor Agreement, Release, and Waiver of Liability

ARBITRATION NOTICE: PLEASE NOTE THAT THESE TERMS CONTAIN AN ARBITRATION CLAUSE BELOW. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT ARBITRATION CLAUSE, YOU AND BUSINESS AGREE THAT DISPUTES BETWEEN YOU WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND BUSINESS WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

1. Definitions

“Business” – means the entity for which the Operator is contracting to perform work through the Veryable Platform;

“Op” – means a work opportunity posted on the Veryable Platform;

“Operator(s)” – means the independent contractor(s) on the Veryable Platform;

“Veryable Platform” - means the online platform/portal accessible through the Veryable website at www.veryableops.com operated by Veryable for the Businesses or the Veryable App for the Operators;

2. Services to Be Performed

Operator agrees to perform the services on behalf of the Business pursuant to the details of the Op posting on the Veryable Platform for which the Operator’s bid has been accepted by the Business.

3. Payment

In consideration for the services to be performed by the Operator, Operator will be paid through the Veryable Platform on behalf of the Business pursuant to the details of the Op posting on the Veryable Platform for which the Operator’s bid has been accepted by the Business.

4. Expenses

Operator shall be responsible for all expenses incurred while performing services under this agreement.

5. Independent Contractor Status

Operator is an independent contractor and not an employee of Veryable or the Business. Nothing in this Agreement is intended or should be construed to create a partnership, joint venture, or employer-employee relationship between Operator and Veryable or between Operator and the Business. Operator will take no position with respect to or on any tax return or application for benefits, or in any proceeding directly or indirectly

involving Veryable or the Business that is inconsistent with Operator being an independent contractor (and not an employee) of Veryable or the Business. Operator is not the agent of Veryable or the Business and Operator is not authorized, and must not represent to any third party that Operator is authorized, to make any commitment or otherwise act on behalf of Veryable or the Business. As an independent contractor, Operator is solely responsible for determining which Ops Operator will choose to bid on and accept.

As an independent contractor, Operator is not entitled to or eligible for any benefits that Veryable or the Business may make available to their respective employees, such as group insurance, profit-sharing or retirement benefits.

Because Operator is an independent contractor, neither Veryable, nor the Business, will withhold or make payments for social security or make unemployment insurance or disability insurance contributions on behalf of the Operator.

Operator is solely responsible for filing all tax returns and submitting all payments as required by any federal, state, local, or foreign tax authority arising from the payment of payments to Operator under this agreement, and Operator agrees to do so in a timely manner. Operator will comply with all applicable federal, state, local, and foreign laws governing self-employed individuals, including laws requiring the payment of taxes, such as income and employment taxes, and social security, disability and other contributions. To the extent required by the IRS, Veryable will report the payments paid to Operator for services rendered as part of Veryable engagements by filing Form 1099-MISC with IRS. Operator consents to electronic delivery of Form 1099-MISC, if such form is required or filed. Operator agrees to indemnify Veryable for the cost of any tax liabilities incurred by Veryable as a result of Operator's failure to pay all applicable taxes in a timely manner.

6. Independent Contractor Release and Waiver of Liability

OPERATOR AGREES ON BEHALF OF HIMSELF/HERSELF AND OPERATOR'S HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS TO RELEASE, WAIVE, DISCHARGE AND HOLD HARMLESS, VERYABLE, BUSINESS, AND VERYABLE AND BUSINESS' SUCCESSORS, ASSIGNS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY AND ALL LIABILITY, CLAIM AND DEMANDS OF WHATEVER KIND OF NATURE, EITHER IN LAW OR IN EQUITY, WHICH ARISE OR MAY HEREAFTER ARISE FROM THE SERVICES PROVIDED BY OPERATOR UNDER THIS AGREEMENT. OPERATOR UNDERSTANDS AND ACKNOWLEDGES THAT THIS RELEASE DISCHARGES VERYABLE AND BUSINESS FROM ANY LIABILITY OR CLAIM THAT OPERATOR MAY HAVE AGAINST VERYABLE AND/OR BUSINESS WITH RESPECT TO BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR ANY OTHER CLAIM THAT MAY RESULT FROM THE SERVICES OPERATOR PROVIDES TO BUSINESS OR OCCURRING WHILE OPERATOR IS PROVIDING SERVICES.

IN NO EVENT SHALL VERYABLE AND/OR BUSINESS THEIR AFFILIATES OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR CONTENT OR SERVICE PROVIDERS (COLLECTIVELY, THE “PROTECTED ENTITIES”) BE LIABLE, WHETHER IN AN ACTION BASED ON A CONTRACT INDEMNIFICATION, OBLIGATION, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), COLLATERALLY OR ARISING FROM ANY STATUTORY DUTY, PRE-CONTRACT OR OTHER REPRESENTATIONS, OR OTHERWISE, HOWEVER ARISING, FOR ANY ECONOMIC LOSSES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS) OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE USE OF, OR THE INABILITY TO USE, THE SERVICES, OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, YOUR PROVISION OF INFORMATION VIA THE WEBSITE OR APP, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE PROTECTED ENTITIES BE LIABLE FOR OR IN CONNECTION WITH ANY USER GENERATED CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE SERVICES.

IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS AND CONDITIONS OR YOUR USE OF THE SERVICES EXCEED, THE GREATER OF \$100 USD OR THE AMOUNT YOU PAID VERYABLE, IF ANY, IN THE LAST 12 MONTHS.

SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE FOREGOING LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO TO THAT EXTENT, IF ANY, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS. EACH PROVISION OF THESE TERMS OF USE THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS OF USE. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS OF USE. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7. Insurance

Operator acknowledges that Operator is an independent contractor, not an employee of Veryable and/or Business. As such, Operator acknowledges and understands that Operator is not covered by any insurance that may be provided by Veryable and/or Business to its employees, including, without limitation, health insurance, workers compensation insurance, general liability insurance, and automobile liability insurance. Veryable requires that, as an independent contractor, Operator maintains workers' compensation or occupational accident insurance for which Operator is solely and exclusively responsible for. Specifically, in the event that Operator is injured while performing Services, Operator acknowledges and understands that Operator will not be covered by any workers compensation insurance coverage that Veryable and/or Business may provide to its employees. Further, in the event that Operator's actions cause an injury to a third party while performing Services, Operator acknowledges and understands that Operator will not be covered by any general liability or automobile liability insurance coverage that Veryable and/or Business may have, and that Veryable and Business is not making any commitment to defend and/or indemnify Operator in such circumstances, and specifically denies such obligation. **If Operator does not provide proof of workers' compensation insurance, Operator consents to automatic enrollment in Veryable's occupational accident insurance program.**

8. Unemployment Compensation

Neither Veryable, nor the Business, shall make any state or federal unemployment compensation payments on behalf of Operator. Operator will not be entitled to these benefits in connection with work performed under this agreement.

9. Term of Agreement

This agreement will become effective when acknowledged by Operator and Business and will terminate on the earlier of (1) the date Operator completes the services as required pursuant to the details of the Op posting on the Veryable Platform for which the Operator's bid has been accepted by the Business or (2) the date the Op is terminated by either party.

10. Injunctive Relief

The Parties agree that it may be impossible to measure in money the damage that would be suffered if the parties fail to comply with any of the obligations herein imposed on them and that in the event of any such failure, the aggrieved party will be irreparably damaged and will not have an adequate remedy at law. The Parties agree and acknowledge that either party shall, therefore, be entitled (in addition to any other remedy to which it may be entitled in law or in equity) to injunctive relief, including specific performance, to enforce such obligations, and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

11. Exclusive Agreement

This is the entire Agreement between Operator and Business.

12. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

13. Arbitration, Class Waiver, and Jury Waiver

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE BOTH OPERATOR AND BUSINESS TO ARBITRATE DISPUTES, AND LIMIT THE MANNER IN WHICH OPERATOR AND BUSINESS CAN SEEK RELIEF FROM EACH OTHER.

Applicability of Arbitration Agreement. All claims and disputes arising out of or relating to these Terms or the use of the Services that cannot be resolved in small claims court will be resolved by binding arbitration on an individual basis, except that Operator and Business are not required to arbitrate any dispute in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents.

Arbitration Rules. The Federal Arbitration Act governs the interpretation and enforcement of this dispute-resolution provision. Arbitration will be initiated through the American Arbitration Association (“AAA”). If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with these Terms. The AAA Consumer Arbitration Rules governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single neutral arbitrator. Any claims or disputes where the total amount sought is less than \$10,000 USD may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount sought is \$10,000 USD or more, the right to a hearing will be determined by the arbitral forum’s rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Additional Rules for Non-appearance Arbitration. If non-appearance arbitration is elected, the arbitration will be conducted by telephone, online, written submissions, or any combination of the three; the specific manner will be chosen by the party initiating the arbitration. The arbitration will not involve any personal appearance by the parties or witnesses unless the parties mutually agree otherwise.

Authority of the Arbitrator. The arbitrator will decide the jurisdiction of the arbitrator and the rights and liabilities, if any, of Operator and Business. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum’s rules, and the Terms. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the

same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Veryable.

Waiver of Jury Trial. OPERATOR AND BUSINESS WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. Operator and Business are instead electing to have claims and disputes resolved by arbitration. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in court and are subject to very limited review by a court. In any litigation between Operator and Business over whether to vacate or enforce an arbitration award, **OPERATOR AND BUSINESS WAIVE ALL RIGHTS TO A JURY TRIAL**, and elect instead to have the dispute be resolved by a judge.

Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE OPERATOR OR BUSINESS CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER OPERATOR OR BUSINESS. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable, neither Operator or Business are entitled to arbitration; instead all claims and disputes will be resolved in a court as set forth in this section.

Confidentiality. No part of the procedures will be open to the public or the media. All evidence discovered or submitted at the hearing is confidential and may not be disclosed, except by written agreement of the parties, pursuant to court order, or unless required by law. Notwithstanding the foregoing, no party will be prevented from submitting to a court of law any information needed to enforce this arbitration agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

Right to Waive. Any rights and limitations set forth in this arbitration agreement may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this arbitration agreement.

Opt-out. Operator may opt out of this arbitration agreement. If Operator does so, neither Operator nor Business can force the other to arbitrate. To opt out, Operator must notify Business in writing no later than 30 days after first becoming subject to this arbitration agreement. Operator's notice must include Operator's name and address and an unequivocal statement that Operator wants to opt-out of this arbitration agreement. Operator must send Operator's opt-out notice to the address at which Operator performed serviced for Business.

Arbitration Agreement Survival. This arbitration agreement will survive the termination of Operator's relationship with Business.

14. Electronic Acceptance

BY ACCEPTING THIS AGREEMENT VIA THE VERYABLE WEBSITE OR VERYABLE APP, OPERATOR AND BUSINESS HAVE AGREED TO BE BOUND BY THE TERMS SET FORTH ABOVE AND AGREE THAT THE TERMS CONSTITUTE AN AGREEMENT THAT IS ENFORCEABLE AGAINST YOU. YOU FURTHER AGREE THAT THE RECORD OF USER'S ACCEPTANCE WILL BE TREATED, FOR PURPOSES OF VALIDITY, ENFORCEABILITY AS WELL AS ADMISSIBILITY, THE SAME AS WRITTEN SIGNATURES. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS. YOU FURTHER ACKNOWLEDGE THAT YOU HAVE BEEN GIVEN THE OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE WITH RESPECT TO THIS AGREEMENT BEFORE ACCEPTING IT.

Updated: March 16, 2020