#### INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is a legal agreement governing the relationship between you (hereinafter referred to as the "Contractor") and Go2 Workers, a company organised and existing under the laws of the State of Florida, with a principal place of business at 5401 S Kirkman Rd, Ste 135, Orlando, FL 32819 (hereinafter referred to as the "Company").

This Independent Contractor Agreement becomes effective upon the Contractor's electronic acceptance (the "Effective Date").

The Company is a technology company providing an online platform that connects customers with independent service providers, also referred to as Third-Party Providers in the Terms of Use, and the Contractor wishes to provide services through the platform as an independent contractor.

## 1. INDEPENDENT CONTRACTOR RELATIONSHIP

- 1.1 Status. The Contractor is an independent contractor under Florida law and not an employee, actual agent, apparent agent, ostensible agent, or representative of the Company in any way. There is no joint venture, partnership, employment, or agency relationship existing between the Company and the Contractor, nor is any joint venture, partnership, employment, or agency relationship intended to be created by this Agreement. The Contractor shall be responsible for all federal and state taxes, including self-employment taxes, and shall not be treated as an employee for any purpose under Florida labor laws.
- 1.2 Benefits. The Contractor is NOT entitled to any employee benefits, such as health insurance, worker's compensation, unemployment benefits, or retirement plans. The Contractor agrees to obtain on its own any required worker's compensation coverage as mandated by Florida law for their specific trade or profession.
- 1.3 Taxes. The Contractor is responsible for paying all applicable federal selfemployment taxes and any other taxes required under state and federal law. The Company shall not withhold any taxes on behalf of the Contractor.
- 1.4 Control Over Work. The Contractor maintains full control over whether, when, where, and how they perform services, subject to customer requests. The Company does not direct, control, instruct, oversee, or supervise the Contractor or the Contractor's performance of services. Each service order request accepted by the Contractor is considered a separate contractual engagement.

#### 2. ACCEPTANCE OF TERMS OF USE

The Contractor agrees to comply with the Company's Terms of Use, which govern the use of the Company's platform and the provision of services through it. The Terms of Use are incorporated by reference into this Agreement. The Company reserves the right to modify the Terms of Use from time to time, and continued use of the platform constitutes acceptance of any updates.

#### 3. SCOPE OF SERVICES

3.1 The Contractor, depending upon the Contractor's area of expertise, agrees to provide one or more of the following services through the Company's platform:

Cleaning

Maintenance

Repairs

**Painting** 

Gardening

Pool Upkeep

- 3.2 The Contractor may accept or decline service order requests at their own discretion. There is no minimum number of service order requests that the Contractor must accept in order to use the Company's platform. The Contractor has no obligation to be available for any specific day, any specific time, any specific duration, any specific customer, or any specific frequency. Instead the Contractor maintains full control over the Contractor's availability subject to acceptance of customer service order requests.
- 3.3 Each service order request accepted by the Contractor through the Company's platform is considered a separate and distinct contractual engagement governed by the terms of this Agreement and is between the Contractor and the customer. The Contractor is solely responsible for fulfilling the accepted request and the Company is not a party to the service contract between the Contractor and the customer.
- 3.4 The Contractor is responsible for providing their own tools, equipment, and materials necessary for performing services. The Company does not provide any training, tools, equipment, or materials necessary for performing services. The Company will not reimburse any expenses incurred by the Contractor while performing services.

#### 4. PAYMENT TERMS

4.1 The Company shall facilitate customer payments and remit amounts due to the Contractor as follows:

Per-Order Payment Structure: The Contractor shall be compensated on a per-order basis for each accepted and completed service order request. Before accepting an order, the Contractor will be provided with the total payment amount for that specific order.

Company Retention: The Company shall retain a percentage of the total customer payment for each order as a service fee. The remaining balance, as displayed to the Contractor prior to order acceptance, shall constitute the Contractor's compensation for completing the service order request.

Gratuity: Gratuities are entirely separate from the service order payment, as such the Company does not designate any portion of the customer's service order payment as a gratuity. Gratuities are an optional addition and at the sole discretion of the customer. The Company does not retain any part of the gratuity, which will be paid in full to the Contractor per the payment schedule as outlined below.

Payment Schedule: Payments for accepted and completed service orders and any gratuities earned shall be disbursed individually to the Contractor within two weeks from the date of the completed service. Payments will be made via direct deposit, subject to applicable processing times, into the bank account provided by Contractor upon registration.

Platform Usage: The Company does not charge any service fees for platform usage.

- 4.2 The Contractor is responsible for paying all applicable federal and state taxes, including income tax and self-employment tax. The Company does NOT withhold any taxes on behalf of the Contractor.
- 4.3 The Contractor acknowledges that they are not an employee of the Company and that all payments constitute earnings for services rendered as an independent contractor.

# **5. LIABILITY & INSURANCE**

5.1 Insurance. The Contractor is responsible for obtaining and maintaining any necessary insurance required for performing their services, such as worker's compensation insurance, occupational accident insurance, commercial auto insurance, or general liability insurance.

To be eligible to use the Company's platform, the Contractor agrees to endorse the COI on behalf of the Company. This requirement does not establish an employer-employee relationship but serves solely for liability protection. The Contractor's insurance is the

primary insurance to be used for any claims that develop from the Contractor's performance of services. The Contractor will not be covered by any insurance that the Company may provide to its employees.

In the event that the Company chooses to obtain and maintain additional insurance in relation to the Contractor's services, the Company is not required to provide the Contractor with any specific coverage and the Company's insurance will be treated as secondary, if applicable, to any claims. The Company has the right to change, reduce, or cancel any insurance that it might obtain, at any time without notice to or authorization from the Contractor.

- 5.2 Documentation. The Company requires that all Contractors provide documentation of their insurance policy during registration on the Company's platform and before the Contractor will be allowed to accept service order requests. This is in the interest of safety and security and is not an indication of an employment relationship between the Company and the Contractor.
- 5.3 Disclaimer. The Company does not guarantee the suitability, safety, or accuracy of customer's service order requests or worksite(s). Nor does the Company guarantee the quality, suitability, safety, or ability of the Contractor. The Company does not control, manage, or direct the Contractor. The Contractor is not an agent or employee of the Company. If a dispute arises between the Contractor and a customer, the Contractor releases the Company from losses of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
- 5.4 Liability. To the fullest extent permitted by applicable law, the Company shall NOT be liable to the Contractor or any third party for any indirect, incidental, special, exemplary, punitive, or consequential damages, including but not limited to lost profits, lost revenue, lost data, loss of goodwill or other intangible losses, service interruption, computer damage or system failure or the cost of substitute products or services, property damage, or for any damages for personal or bodily injury or emotional distress related to, in connection with, or otherwise arising from (i) your access to or your use of, or inability to access or use, the Company's platform; (ii) any acts, omissions, or negligence occurring from your fulfillment of a service order request; (iii) any disputes, dissatisfaction, injuries, property damage, or other harm arising from your interactions with customers; (iv) unauthorised access, use, or alteration of your data, regardless of the negligence of the Company, even if the Company has been advised of the possibility of such damages.

The Company is not liable for any damages, liability, or losses related to, in connection with, or otherwise arising from (i) the Contractor's use of or reliance on the Company's platform or the Contractor's inability to access or use the platform; (ii) any communications, interactions, transactions, meetings, or relationships between the Contractor and any customer, even if the Company has been advised of the possibility of such damages. The Company is not liable for delay or failure in performance resulting from causes beyond the Company's reasonable control.

The Contractor agrees and acknowledges that as an independent contractor, the Contractor is not an ostensible agent, apparent agent, actual agent, or employee of the Company. Accordingly, the Company is not responsible or liable for (1) the quality, safety, or legality of goods or services provided by the Contractor; (2) any damage, loss, or injury caused by the Contractor; (3) any disputes between the Contractor and any customer. The Contractor acknowledges and agrees that the Contractor is solely responsible for any and all of its interactions with customers, including the performance of services and any outcomes resulting from such interactions. The Contractor will not be covered by any general liability, automobile liability, or other insurance coverage that the Company may have. And the Company does not make any commitment to defend and/or indemnify the Contractor regarding any claims that arise from Contractor's services.

To the fullest extent permitted under applicable law, the total liability of the Company for all claims arising out of or relating to use of the Company's platform, whether in contract, tort (including negligence), strict liability, or otherwise, is strictly limited to the payment of compensation for services already performed by the Contractor and approved by the Company.

Some jurisdictions, including Florida, may not allow the exclusion or limitation of certain warranties or liabilities. In such cases, the limitations in this section will apply to the fullest extent permitted by law, and nothing in this section shall be construed to limit or exclude any liability that cannot be excluded under applicable law.

5.5 Indemnification. The Contractor agrees to indemnify and hold the Company harmless from any claims, liabilities, or damages arising from the Contractor's services.

### 6. COMPLIANCE WITH LAWS & LICENSES

6.1 The Contractor is responsible for complying with all applicable federal, state, and local laws and regulations.

- 6.2 If required, the Contractor must obtain and maintain all necessary registrations, licenses, permits, or other authorizations needed to perform services.
- 6.3 The Contractor will only accept service orders for which the Contractor has the necessary skills, qualifications, expertise, licensure, insurance, and authority.

#### 7. CONFIDENTIALITY & DATA PROTECTION

- 7.1 The Contractor shall not disclose or use any confidential information obtained through the platform or through the Company, including customer information, the Company's business information, and any other information that there is a duty for the Company to treat as confidential. The Contractor will hold all confidential information that the Contractor was given access to in strict trust and confidence.
- 7.2 Upon termination of this Agreement and/or upon the Company's request, the Contractor agrees to promptly return all confidential information back to the Company, or at the Company's request, destroy all confidential information. Destroying the confidential information means to permanently erase all electronic files containing or summarising any confidential information. The Contractor must certify to the Company in writing that the Contractor has fully complied with these obligations.
- 7.3 Any misuse of customer data will result in immediate termination of this Agreement and removal from using the Company's platform.

### 8. NON-EXCLUSIVITY

- 8.1 The Contractor is NOT restricted from offering similar services through other platforms or independently.
- 8.2 The Company makes no guarantees regarding the volume of work available or the number of service orders that may be made available to the Contractor through the Company's platform.

## 9. NON-SOLICITATION

The Contractor agrees that during the term of this Agreement and for a period of three months following its termination or expiration, the Contractor shall not, directly or indirectly, solicit or attempt to solicit business from any of the Company's customers with whom the Contractor had material contact during the term of this Agreement for the purpose of providing services that are the same as or similar to those offered by the

Company. Material contact refers to any customer with whom the Contractor has had direct communication or provided services to during the term of this Agreement.

#### **10. TERMINATION**

- 10.1 Either party may terminate this Agreement with or without cause by providing written notice.
- 10.2 The Company may terminate this Agreement immediately for violation of the Terms of Use, platform policies, or other legal requirements.

#### 11. ARBITRATION AGREEMENT

Agreement to Binding Arbitration Between the Contractor and the Company

# 11.1 Scope of Arbitration Agreement

This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before, on, or after the effective date of this Agreement. By agreeing to these Terms, the Contractor and the Company agree that any dispute, claim, or controversy in any way arising out of or relating to (i) this Agreement, or the existence, breach, termination, enforcement, interpretation, scope, waiver, or validity thereof; (ii) the Contractor's access to or use of the Company's platform at any time; (iii) the Contractor's classification as an independent contractor; (iv) the Contractor's alleged or actual performance or provision of services to or for the Company or customers; (v) the payments the Contractor receives or to which the Contractor claims it is entitled in exchange for actually or allegedly performing or providing services to or for the Company or customers; (vi) incidents or accidents resulting in personal injury or death to the Contractor or anyone else that the Contractor allege occurred in connection with the Contractor's use of the Company's platform; and/or (vii) any other claim that the Contractor may have against the Company including, but not limited to, any 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, or Fair Labor Standards Act, state statutes or regulations addressing the same or similar subject matters, or claims based on a joint employment or misclassification theory (collectively "Disputes") shall be resolved exclusively through final and binding arbitration on an individual basis between the Contractor and the Company, and not in a court of law, except as otherwise provided below. In choosing binding arbitration, the Contractor and the Company are opting for a private dispute resolution procedure where both agree to accept the arbitrator's decision as final instead of going to court. THE CONTRACTOR AND THE COMPANY MUTUALLY AGREE TO WAIVE THEIR

RESPECTIVE RIGHTS TO THE RESOLUTION OF DISPUTES IN A COURT OF LAW BY JUDGE OR JURY. This Arbitration Agreement survives after the Contractor's relationship with the Company ends.

### 11.2 Class Action Waiver

Any and all disputes, claims, or controversies between the parties shall be resolved only in individual arbitration. The parties expressly waive the right to have any dispute, claim, or controversy brought, heard, administered, resolved, or arbitrated as a class, collective, coordinated, consolidated, and/or representative action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any class, collective, coordinated, consolidated, and/or representative action, nor join, coordinate, and/or consolidate claims of multiple individuals against the Company in a single proceeding, nor to award relief to anyone but the individual in arbitration. The parties also expressly waive the right to seek, recover, or obtain any non-individual relief. Notwithstanding anything else in this agreement, this Class Action Waiver does not prevent the Contractor or the Company from participating in a classwide, collective, and/or representative settlement of claims.

The parties further agree that if for any reason a claim does not proceed in arbitration, this Class Action Waiver shall remain in effect, and a court may not preside over any action joining, coordinating, or consolidating the claims of multiple individuals against the Company in a single proceeding, except that this Class Action Waiver shall not prevent the Contractor or the Company from participating in a classwide, collective, and/or representative settlement of claims. If there is a final judicial determination that any portion of this Class Action Waiver is unenforceable or unlawful for any reason, (i) any class, collective, coordinated, consolidated, and/or representative claims subject to the unenforceable or unlawful portion(s) shall proceed in a court of competent jurisdiction; (ii) the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration; (iii) the unenforceable or unlawful portion(s) shall be severed from this Arbitration Agreement; and (iv) severance of the unenforceable or unlawful portion(s) shall have no impact whatsoever on the enforceability, applicability, or validity of the Arbitration Agreement or the arbitrability of any remaining claims asserted by the Contractor or the Company.

For the avoidance of doubt, this Arbitration Agreement precludes the Contractor from bringing or participating in any kind of class, collective, coordinated, consolidated, mass, and/or representative or other kind of group, multi-plaintiff or joint action against the Company, other than participating in a classwide, collective, coordinated, consolidated, mass, and/or representative settlement of claims.

# 11.3 Mass Action Waiver

Any and all disputes, claims, or controversies between the parties shall be resolved only in individual arbitration. The parties expressly waive the right to have any dispute, claim, or controversy brought, heard, administered, resolved, or arbitrated as a mass action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any mass action or to award relief to anyone but the individual in arbitration. The parties also expressly waive the right to seek, recover, or obtain any non-individual relief. Notwithstanding anything else in this agreement, this Mass Action Waiver does not prevent the Contractor or the Company from participating in a mass settlement of claims.

# 11.4 Exceptions to Arbitration

Notwithstanding the foregoing, this Arbitration Agreement shall not require arbitration of the following claims: individual claims of sexual assault or sexual harassment occurring in connection with use of the Services or any individual claims seeking injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. Such claims may be brought and litigated in a court of competent jurisdiction on an individual basis only.

The parties' agreement not to require arbitration in these limited instances does not waive the enforceability of this Arbitration Agreement as to any other provision or the enforceability of this Arbitration Agreement as to any other controversy, claim, or dispute.

Regardless of any other terms of this Arbitration Agreement, claims may be brought before and remedies awarded by an administrative agency (such as the National Labor Relations Board, Occupational Safety and Health Administration, Equal Employment Opportunity Commission, the U.S. Department of Labor, or similar state or local administrative agencies) if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate.

## 11.5 Governing Law and Venue

This Arbitration Agreement is governed by the Federal Arbitration Act ("FAA") in all respects. If for whatever reason the rules and procedures of the FAA cannot apply, then the laws governing arbitration agreements in the state of Florida shall apply.

The arbitration shall be conducted in Orange County, Florida.

### 11.6 Selection of Arbitrator

The arbitration shall be conducted by a single arbitrator who is mutually agreed upon by the parties. If the parties cannot agree, the arbitrator shall be appointed in accordance with the FAA rules or the rules of the chosen arbitration organisation.

### 11.7 Process

The parties agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. The parties therefore agree that, before either party demands arbitration against the other, that they will meet, either in person or via telephone or videoconference, and confer in a good-faith effort to resolve informally any claim covered by this Arbitration Agreement. The party initiating the claim must give notice to the other party in writing of their intent to initiate an informal dispute resolution conference, which shall occur within thirty (30) days after the other party receives such notice, unless an extension is mutually agreed upon by the parties. To provide notice to the Company and initiate an informal dispute resolution conference please email the Company at <a href="info@go2workers.com">info@go2workers.com</a>.

It is a requirement that an informal dispute resolution conference must occur before commencing arbitration. An arbitration shall be dismissed if it was filed without completing the informal dispute resolution conference. If an arbitration is dismissed because a party willfully failed to comply with the informal dispute resolution requirement, the arbitrator may order the non-compliant party to pay any arbitration filing fees and costs incurred by the other party.

If the informal dispute resolution conference is unsuccessful at resolving the dispute, then either party can initiate arbitration. To initiate arbitration a party must provide the other party with a written demand for arbitration and file the demand with an arbitration provider. The written demand must include (i) the name, telephone number, mailing address, and email address of the party seeking arbitration; (ii) a statement of the legal claims being asserted and the factual bases of those claims; (iii) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars; and (iv) the signature of the party seeking arbitration.

### 11.8 Costs and Fees

Each party shall bear its own costs and expenses of arbitration, including attorney's fees, unless otherwise required by applicable law or directed by the arbitrator. The costs of the arbitrator and the arbitration process shall be shared equally by the parties, unless otherwise determined by the arbitrator.

# 11.9 Final and Binding Decision

The arbitrator's decision shall be final, and binding, and enforceable in any court of competent jurisdiction. The arbitrator may award declaratory or injunctive relief only in favour of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim.

The arbitrator is not bound by decisions reached in separate arbitrations, and the arbitrator's decision shall be binding only upon the parties to the arbitration that are the subject of the decision.

# 11.10 No Effect on Independent Contractor Status

The Contractor agrees and acknowledges that entering into this Arbitration Agreement does not change the Contractor's status as an independent contractor in fact and in law, that the Contractor is not an employee of the Company, and that any disputes in this regard shall be subject to arbitration as provided in this Arbitration Agreement. You acknowledge and agree that the Company is a technology services provider that does not provide cleaning, maintenance, or other similar services.

# 11.11 Severability and Survival

If any portion of this Arbitration Agreement is found to be unenforceable or unlawful for any reason, (i) the unenforceable or unlawful provision shall be severed from these Terms; (ii) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of the Arbitration Agreement or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

This Arbitration Agreement will survive any termination of the relationship between the Contractor and the Company.

## 12. CHOICE OF LAW & VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law principles. Any disputes will be resolved through binding arbitration as outlined above in Section 11. In the event any dispute, claim, or controversy is not subject to arbitration as outlined in Section 11, then any legal action or proceeding shall be brought exclusively in the state or federal courts located in Orange County, Florida.

#### 13. TRANSFER & ASSIGNMENT

The Contractor may not assign, delegate, or subcontract any rights or obligations under this Agreement without the prior written consent of the Company. Any unauthorised assignment shall be null and void.

The Company may assign its rights and obligations under this Agreement to any successor, affiliate, or entity acquiring substantially all of its assets, without restriction and without the Contractor's consent.

### 14. NOTICE

Any notices required or permitted under this Agreement shall be in writing and shall be deemed duly given when delivered personally, sent via email with confirmation of receipt, or sent by certified mail, return receipt requested, to the addresses provided by the parties. Either party may update their notice address by providing written notice to the other party.

#### 15. WAIVER

No party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Any party's failure to enforce any right or provision granted to it by this Agreement, shall not constitute a waiver of such right or provision. Any waiver made by either party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

### **16. SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be struck and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect.

#### 17. HEADINGS

The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

### **18. ENTIRE AGREEMENT**

This Agreement, along with the Company's Terms of Use, constitute the entire understanding between the parties and supersedes and merges all prior discussions and agreements, whether written or oral, between the parties. In the event of any conflict between this Agreement and the Terms of Use, the terms of this Agreement shall prevail unless otherwise stated in writing by the Company.

#### 19. AMENDMENT

The Company reserves the right to amend or modify this Independent Contractor Agreement at any time. Any changes will be communicated to the Contractor via electronic means, including email, in-app notifications, or updates on the platform. The Contractor is responsible for reviewing any modifications and re-accepting the amended Agreement, if applicable, to continue using the platform. If re-accepting the amended Agreement is not applicable, then continued use of the platform and acceptance of service orders after the effective date of the amendment will constitute the Contractor's acceptance of the updated Agreement. If the Contractor does not agree to the revised terms, the Contractor may terminate this Agreement in accordance with the termination provisions outlined herein.

## 20. ELECTRONIC AGREEMENT & E-SIGNATURE

The parties agree that this Agreement may be executed electronically, and such electronic signatures shall be legally binding and enforceable under the Florida Uniform Electronic Transaction Act (Fla. Stat. § 668.50).

By clicking 'I Agree' or electronically signing this Agreement, the Contractor acknowledges they have read, understood, and agreed to the terms of this Independent Contractor Agreement. The Contractor further agrees that their electronic signature constitutes a legally binding acceptance of this Agreement. The Contractor agrees that no certification, physical signature, or paper record is required to validate this Agreement. The Contractor further acknowledges that electronic acceptance of this Agreement has the same legal effect as a handwritten signature and satisfies any requirement that this Agreement be in writing. The Company agrees to be bound by this Agreement upon the Contractor's electronic acceptance.