

Service Provider Agreement

DEEDS BE DONE LLC.

SERVICE PROVIDER AGREEMENT U.S.

This Service Provider Agreement (the Agreement) sets forth the terms and conditions whereby you, an independent service provider fully-licensed (to the extent required by applicable law) and qualified to provide the services contemplated by this Agreement (the Service Provider), agree to provide certain services (as described on Schedule 1) to third parties that may, from time to time, be referred to you via the web-based Platform of Deeds be Done, with a mailing address at PO Box #4271, Naperville, IL 60567. You acknowledge that the services contemplated by this Agreement may be made available under (a) Deeds be Done's various brands, b) the brands of Deeds be Done's contractual partners. Service Professional's designated contact person, mailing address, phone number and email address is located on Service Professional's account profile page and is incorporated herein by reference as if fully set forth herein. Service Professional is obligated to maintain this information and ensure it is current.

Service Professional agrees to download a copy of this Agreement from:

www.Deedsbedone.com/

IMPORTANT: PLEASE REVIEW THIS AGREEMENT CAREFULLY. IN PARTICULAR, PLEASE REVIEW THE MUTUAL ARBITRATION PROVISION IN SECTION 12.2.

1. GENERAL PROVISIONS

1.1 Background Statement.

Deeds be Done is the creator of a technology Platform that creates a marketplace to connect potential clients with fully licensed (to the extent required by applicable law) and qualified Home Service Provider. Deeds be Done provides a web-based and mobile application-based portal (the Deeds be Done Platform) through which clients may connect with a network of Service Provider with whom they may arrange a variety of Services. Customers understand and intend that Service Provider will provide the services to Clients

strictly as an independently-owned and operated business enterprise, and not as an employee, worker, agent, joint venturer, partner or franchisee of Deeds be Done or any Client for any purpose. Deeds be Done does not provide the Services described in this Agreement or employ individuals to perform said Services. Deeds be Done's role is limited to offering the technology Platform as a source of referrals for Clients and Service Provider and facilitating payments from Clients to Service Provider.

Deeds be Done and Service Provider acknowledge and agree that the Services are outside the usual course of Deeds be Done's business and that the Services will be performed outside all of the places of Deeds be Done's business.

Service Providers understand and agree that they are customers of Deeds be Done, and are not Deeds be Done employees, joint venturers, partners, or agents. Service Members acknowledge that they set or confirm their own prices, provide their own equipment, and determine their own work schedule.

1.2 The Deeds be Done Platform and Terms of Use.

Before receiving access to the Deeds be Done Platform, Service Provider must also review and agree to the [Terms of Use](#) of the Deeds be Done Platform, which are incorporated herein by reference and which Service Provider acknowledges he/she has reviewed and accepted. To the extent the Terms of Use are inconsistent with this Agreement, this Agreement shall control. From time to time, in their sole and complete discretion, Clients will post Bookings on the Deeds be Done Platform, setting forth the nature of the Services required (the Bookings). Bookings posted will include a date and location where the Booking will take place and time frame (the Timeframe) in which Services are requested, and an estimate of time necessary to complete the work (the Estimated Work Time). Timeframes will be displayed on the Deeds be Done Platform either as a specific time (i.e. 2:00 pm) or as a range (i.e., 2:00 pm to 4:00 pm). The Estimated Work Time will be displayed either as a specific time (i.e. 4 hours) or as a range (i.e., 2-3 hours). Service Provider will then have the opportunity to review the Bookings and select those Bookings in Service Provider's area of expertise that meet Service Provider's preferred specifications as to Timeframe, date, neighborhood or geographic location and fees. Deeds be Done does not guarantee any minimum number of Bookings will be available to Service Provider at any

point during the term of this Agreement. Subject only to the limitation set forth in Section 9.1, Service Provider is not obligated to review the Bookings posted or select any Bookings posted by any Client at any time. Once a Service Provider selects a Booking, the Deeds be Done Platform will confirm with the Service Provider and Client that the Booking has been booked by the Service Provider. Once a Booking is booked, a contract is formed directly between the Client and Service Provider for Service Provider to complete the Booking. Service Provider hereby appoints Deeds be Done to be its disclosed agent for the purposes of entering into such a contract with the Client with respect to those Bookings accepted by Service Provider. Service Provider agrees that Service Provider's name, phone number and likeness may be provided or made available to Client by or on behalf of Deeds be Done after the Booking is booked. It is possible that, based on Client specifications, a Service Provider may claim a Timeframe and/or Estimated Work Time and receive a Booking that has a shorter Timeframe and Estimated Work Time (i.e., a Service Provider may claim a Booking with a Timeframe of noon-3 pm and has an Estimated Work Time of 2-3 hours and receive a Booking that is at 1 pm and only 2 hours.) Service Provider acknowledges and agrees that s/he understands that claiming a Booking that has a Timeframe and Estimated Work Time may result in receipt of a Booking of less than the maximum time set forth in the Estimated Work Time.

1.3 Background Checks

Before receiving access to the Deeds be Done Platform, Service Provider must submit to and pass a background check through Deeds be Done's background check provider. After receiving access to the Deeds be Done Platform, Deeds be Done may from time-to-time, in its reasonable discretion and in accordance with applicable law, conduct additional background checks on Service Provider through Deeds be Done's background check provider. Deeds be Done conducts background checks in accordance with applicable law.

Deeds be Done may require service Provider to pay/refund fee for background check. Deeds be Done will notify service Provider of this fee prior to implementing the background check. Service Provider is not required to pay for background check but can be denied access to Deeds be Done's platforms.

1.4 Registration Processing

In select markets, Service Provider may be required to pay nonrefundable registration processing (Registration Processing Fee) in order to process Service Provider's registration to use the Deeds be Done Platform. Payment of the Registration Processing Fee does not guarantee a Service Provider access to or Bookings through the Deeds be Done Platform.

2.THE SERVICES

Service Provider shall be eligible to book Bookings through the Deeds be Done Platform requesting any Services that Service Provider is fully-licensed (to the extent required by applicable law) and qualified to provide as specified on Schedule 1 to this Agreement and as selected by the Service Provider during the sign-up process. In those jurisdictions where a license, permit, or certification is required to perform the Services, Service Provider shall, upon reasonable request, provide proof to Deeds be Done of all necessary licenses, permits and/or certifications before Service Provider provides any such Services under this Agreement.

2.1 Booking Completion.

To ensure that the Deeds be Done Platform remains a reliable source of referrals and to ensure all Service Provider are able to have access to available Bookings, once Service Provider has accepted a Booking, Service Provider is contractually obligated to complete the Booking within the Timeframe specified by, and to the satisfaction of, the Client. Service Provider may not cancel the Booking without advance notice of at least 24 hours to Client and Deeds be Done, except in the case of an unavoidable emergency, in which case, Service Provider shall notify Client and Deeds be Done as soon as practicable. In the event Service Provider, upon more than twenty-four (24) hours' notice, needs to reschedule a Booking, Service Provider may contact the Client and attempt to reschedule the Booking. If the Client declines to reschedule, and Service Provider is unable to perform the Booking as originally scheduled, Deeds be Done shall have the right to make the Booking available on the Deeds be Done Platform. If Client and Service Provider agree to reschedule, Service

Provider agrees to notify Deeds be Done as promptly as possible so that Deeds be Done may update its Platform. Repeated cancellations and/or rescheduled Bookings on short notice by Service Provider may result in termination of this Agreement in accordance with Section 9. Additionally, at Deeds be Done's reasonable discretion, cancellation or rescheduling by the Service Provider or Service Provider's failure to complete a Booking to the satisfaction of Client may result in liquidated damages being charged to Service Provider as described in Schedule 2. Service Provider may also be entitled to a fee or liquidated damages in the event a Client cancels or reschedules a Booking as described in Schedule 2. Modifications to Schedule 2 will be effective upon written notification to Service Provider and will supersede any and all prior versions.

Deeds be Done is interested only in the results to be achieved by Service Provider: completion of each accepted Booking in accordance with Client's specifications as detailed by Client. Service Provider is solely responsible for determining the manner and method of performing all Bookings under this Agreement. Service Provider understands and agrees that Service Provider's failure to complete a Booking in accordance with Client's specifications detailed by Client through the Deeds be Done Platform constitutes a material breach of this Agreement and may result in liquidated damages as described in Schedule 2 and/or termination of this Agreement in accordance with Section 9, unless Service Provider cures the breach either through a reduced Service Fee or completion of the Booking (without additional Service Fees being charged to the Client) to the satisfaction of the Client.

By accepting this Agreement, Service Provider authorizes Deeds be Done to withhold the amounts listed in Schedule 2 (where applicable) as payment of liquidated damages from Service Provider's Service Fees.

2.2 Client Ratings.

Service Provider acknowledges that the Deeds be Done Platform is intended to refer Clients only to those Service Provider who maintain high standards of Professionalism and quality of service. Service Provider acknowledges that Client may rate and review a Service

Provider at the end of every booking. To ensure that the Deeds be Done Platform remains a reliable source of referrals, Service Provider agrees to maintain a Client rating at or above the minimum rating established by Deeds be Done for access to the Deeds be Done Platform, as modified from time to time. In the event a Service Provider's aggregate rating falls below the applicable minimum rating, Deeds be Done reserves the right to deactivate the Service Provider's access to the Deeds be Done Platform. Deeds be Done agrees to provide Service Provider written notice of the minimum rating and any changes thereto.

2.3 No Control.

Service Provider shall be, at all times while this Agreement is in effect, both under the terms of this Agreement and in fact, free from Deeds be Done's supervision, control and direction in the performance of the Services. Deeds be Done shall not control or have any right to control the manner or means by which Service Provider performs the Services, including but not limited to the time and place Service Provider performs the Services, the Bookings Service Provider selects, the tools and materials used by Service Provider to complete the Bookings, the helpers, assistants, subcontractors or other personnel (if any) used by Service Provider in completing Bookings, or the manner in which Service Provider completes the Bookings. Deeds be Done will not and has no right to, under any circumstances, inspect Service Provider's work for quality purposes. Deeds be Done will not and has no right to, under any circumstances, require Service Provider to participate in training, nor does Deeds be Done offer or provide training to Service Provider. Those provisions of the Agreement reserving ultimate authority in Deeds be Done have been inserted solely to achieve compliance with federal, state, or local laws, regulations, and interpretations thereof.

Where approved in advance by the Client, and except as otherwise provided in this Agreement, Service Provider is not obligated to personally perform the Services. Service Provider shall furnish at his/her own discretion, selection, and expense any and all assistants, helpers, subcontractors or other personnel the Service Provider deems necessary and appropriate to complete the Services. Service Provider shall be solely

responsible for the direction and control of any such personnel and for all acts and omissions of same.

Before any Services are performed by any assistants, helpers, subcontractors or other personnel engaged by Service Provider, Service Provider shall require any such individuals to submit to a basic background check satisfactory to Deeds be Done.

Service Provider assumes full and sole responsibility for the payment of all compensation, benefits and expenses of helpers, assistants, subcontractors and/or other personnel, if any, and for all required state and federal income tax withholdings, unemployment insurance, and social security taxes as to Service Provider and all persons engaged by Service Provider in the performance of the Services. Service Provider agrees that he/she is fully and solely responsible for filing, and shall file, an appropriate schedule of expenses and all other appropriate tax documents with the Internal Revenue Service in compliance with required filing periods. Service Provider shall be responsible for, and shall indemnify and hold Deeds be Done harmless for any claims, suits, or actions related to this provision, including any such claims brought by Service Provider or his or her assistants, subcontractors and/or other personnel, or by any third party with respect to any claims for taxes or contributions, including penalties and interest.

To the extent required by applicable law, Service Provider agrees to maintain a separate set of books or records reflecting all items of income and expense associated with operating his or her business.

3. SERVICE FEES

3.1 Service Fees.

Client shall pay for completed Bookings through the Deeds be Done Platform at the rates quoted by Deeds be Done at the time the Booking is posted on the Deeds be Done Platform, which shall be based on the stated parameters of the Booking (the Booking Rate). Each Booking made available to Service Provider on the Platform shall set forth the Timeframe, Estimated Work Time, details about the Service requested, the Booking Rate, and the estimated Service Fee the Service Provider shall be entitled to upon completion of the Booking, as modified from time to time. The difference between the Booking Rate and Service Fee shall be the fee owed to Deeds be Done for referring the Booking and facilitating the payment from Client to Service Provider (Booking Fee).

Modifications to pricing and fees will be effective upon written notification to Service Provider and will supersede any and all prior versions. Notwithstanding the provisions of Section 16, the availability of any such modified pricing and/or fees on the Deeds be Done Platform shall constitute written notice to Provider for purposes of this Section 3.1, which shall be effective at the time such modified pricing and/or fees are made available to Service Provider. By accepting this Agreement, Service Provider authorizes Deeds be Done to withhold Deeds be Done's Booking Fee and any other applicable fees from the Booking Rate before remitting to the Service Provider the Service Fee to which Service Provider is entitled for each Booking.

For purposes of New York City Local Law 140 only (to the extent applicable), the value of the services performed pursuant to this Agreement is equal to the net amount paid to Service Provider for each Booking, after accounting for the pre-negotiated fees and/or Platform costs (including the Booking Fee and any other fees).

3.2 Service Fee Negotiation.

If a Booking referred to and accepted by Service Provider requires more time to complete than the Estimated Work Time, Client and Service Provider may, prior to Service Provider providing any Services above and beyond the details of the Booking originally referred and accepted (including, but not limited to, the Estimated Work Time), negotiate an increase in

Service Fees based on the additional work needed to complete the Booking. Upon agreement to an increase in Service Fees, Service Provider and Client shall notify Deeds be Done. Deeds be Done shall not be involved in negotiating any increase in the Service Fees.

3.3 Service Fee Payment.

When a Booking is complete, Service Provider will submit to the Client and Deeds be Done confirmation that the Booking is complete. Deeds be Done will transmit payment to Service Provider, whether in Service Provider's capacity as a sole proprietorship or other corporate entity, via direct deposit. So long as Service Provider has completed the steps necessary to set up a direct deposit account and provided those details to Deeds be Done, Deeds be Done shall then remit payment for each Booking, less Deeds be Done's Booking Fee and any other applicable fees within seven (7) business days following the day the Booking was completed. Absent Service Provider's failure to complete the appropriate steps to arrange for payment by direct deposit, Deeds be Done's failure to remit payment within seven (7) business days following the day the Booking was completed shall constitute a material breach of this Agreement. For purposes of this Section 3.3, "remit" shall refer to Deeds be Done's initiation of a payment to Service Provider; provided that Deeds be Done has initiated payment to Service Provider within seven (7) business days following the day the Booking was completed, Deeds be Done shall not be liable if the paid amount is not accessible by Service Provider within that time frame. Service Provider may request payment for a booking to be remitted sooner than as set forth above for a fee as set forth in through the Deeds be Done Platform. Such fee will apply each time that the Service Provider requests a payment sooner than seven (7) business days following the day the Booking was completed. If applicable, Deeds be Done will report the payments paid to Service Provider under this Agreement by filing the appropriate Form 1099 with the Internal Revenue Service as required by law. Payment processing services for Service Provider are provided by Stripe and are subject to the Stripe Connected Account Agreement, located at <https://stripe.com/us/connect-account/legal>, which includes the Stripe Terms of Service, located at <https://stripe.com/us/legal> (collectively, the Stripe Services Agreement). By agreeing to this Agreement, Service Provider agrees to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of

Deeds be Done enabling payment processing services through Stripe, Service Provider agrees to provide Deeds be Done accurate and complete information about Service Provider and Service Provider's business, and Service Provider authorizes Deeds be Done to share it and transaction information related to Service Provider's use of the payment processing services provided by Stripe.

4. EQUIPMENT AND OPERATIONS

4.1 Compatible Mobile Device.

In order to book Bookings, Service Provider must possess a smartphone equipped with access to the Deeds be Done Platform (the Compatible Mobile Device).

4.2 Provider Portal.

In order to book Bookings, Service Provider must access the Deeds be Done's Service Provider web application (the Provider Portal) onto the Compatible Mobile Device used by the Service Provider. Deeds be Done collects the latitude and longitude location (Location Coordinates) of the Compatible Mobile Device from the Provider Portal for a period of time starting 4 hours prior to the scheduled start of a Booking for the purpose of (i) providing support for the Service Provider and Client to find each other and (ii) confirming that the Service Provider will perform the Booking claimed by the Service Provider and ending 2 hours following the scheduled end of a Booking for the purpose of confirming that the Booking is completed. In addition, at any point, Deeds be Done may collect the Location Coordinates of the Compatible Mobile Device on which the Service Portal is installed for the purpose of referring Bookings to a Service Provider that are posted on short notice by Clients in the Service Provider's vicinity. Service Provider shall have no obligation to accept any Booking offered in this manner. For up to a 4 hour period prior to the scheduled start of a Booking, Deeds be Done may share the Service Provider's Location Coordinates with the Client who requested the Booking for the purpose of assisting the Client and Service Provider to coordinate the Services and to confirm that the Service Provider will perform the Booking claimed by the Service Provider. Deeds be Done may also disclose the Service

Provider's Location Coordinates and contact information as required by applicable law, to authorized service Provider, or when Deeds be Done believes that such disclosure is necessary to protect the rights, property, or safety of Deeds be Done, Deeds be Done Platform users, Clients, or others. Deeds be Done has no right to collect or use GPS data for the purpose of controlling or monitoring the manner and means by which the Service Provider provides the Services contemplated by this Agreement, or the frequency with which the Service Provider uses the Deeds be Done Platform to book Bookings. The Service Provider may stop Location Coordinates collection only by uninstalling the Pro Portal from the Compatible Mobile Device. Deeds be Done retains Location Coordinates information to confirm that the Booking has been completed and retains de-identified Location Coordinates data indefinitely. By executing this Agreement, Service Provider agrees to the use and disclosure of Location Coordinates information as described above.

4.3 Costs of Operation.

Service Provider is solely responsible for any costs or expenses incurred by Service Provider in connection with the operation of Service Provider's business and the performance of the Services. Service Provider shall furnish and maintain, at Service Provider's own expense, the tools, equipment, supplies, and other materials used to perform the Services. Service Provider, at Service Provider's sole discretion, shall determine what equipment, supplies, and materials are necessary to perform the Services, and where, when, and at what cost, to purchase or maintain any necessary equipment, supplies, tools, and materials.

4.4 Deeds be Done Apparel or Identification.

Service Provider will have no obligation to wear or display Deeds be Done branded apparel, badge or other form of identification.

4.5 Use of Voice, Image and Likeness.

Service Provider gives Deeds be Done permission to use any and all of Service Provider's voice, image, likeness, and any ratings and reviews from Clients about Service Provider,

with or without using Service Provider's name, in connection with the products and/or services available through the Deeds be Done Platform, for the purposes of advertising and promoting such products and/or services and/or Deeds be Done, for the purposes of identifying Service Provider to Client, and/or for other purposes deemed appropriate by the Deeds be Done in its reasonable discretion, except to the extent expressly prohibited by law. In addition to the foregoing, Service Provider may be required to submit an image for use by the Deeds be Done Platform to facilitate identifying Service Provider with Clients. Service Provider also represents and warrants the Service Provider owns the copyright of any image or likeness that the Service Provider provides to Deeds be Done.

4.6 Call and SMS Data.

Service Provider agrees to Deeds be Done's use of a service provider to mask the Service Provider's phone number when the Service Provider calls or exchanges text (SMS) messages with the Client. To facilitate this process, Deeds be Done and its service provider will receive in real time and store call data, including the date and time of the call or text (SMS) message, the parties' phone numbers, and the content of the text (SMS) messages. Service Provider consents to the masking process described above and to Deeds be Done's use and disclosure of this call data for its legitimate business purposes.

Service Provider also consents to Deeds be Done's sending text (SMS) messages directly to the Service Provider as described in the Terms of Use.

5. RELATIONSHIP OF THE PARTIES

Service Provider is an independent contractor and has not been engaged by Deeds be Done to perform services on Deeds be Done's behalf. Rather, Service Provider has entered into this Agreement for the purpose of having access to the Deeds be Done Platform, in exchange for which it pays Deeds be Done a fee, as described herein. Service Provider represents that he or she is customarily engaged in an independently established trade,

occupation, profession and/or business offering the Services to the general public and/or Service Provider represents that he or she maintains a principal place of business in connection with Service Provider's trade, occupation, profession and/or business that is eligible for a business deduction for federal income tax purposes. This Agreement shall not be construed to create any association, partnership, joint venture, employee, worker or agency relationship between Service Provider and Deeds be Done or any Client for any purpose. Service Provider has no authority (and shall not hold himself or herself out as having authority) to bind Deeds be Done and Service Provider shall not make any agreements or representations on Deeds be Done's behalf without Deeds be Done's prior written consent. Service Provider understands that Service Provider will not be eligible to participate in any benefit plans offered to Deeds be Done's employees, including, but not limited to, vacation, group medical or life insurance, disability, profit sharing or retirement benefits or any other fringe benefits or benefit plans offered by Deeds be Done to its employees. **Deeds be Done 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 unemployment or disability, or obtaining workers' compensation insurance on Service Provider's behalf.** Service Provider shall be responsible for, and shall indemnify and hold Deeds be Done harmless for any claims, suits, or actions related to this provision, including any such claims brought by Service Provider or by any third party with respect to any claims for taxes or contributions, including penalties and interest.

6. REPRESENTATIONS AND WARRANTIES

Service Provider represents and warrants to Deeds be Done that: (a) Service Provider has the legal right to provide the Services that are contemplated by this Agreement in the United States; (b) Service Provider is fully-licensed (to the extent required by applicable law) and authorized to provide the Services contemplated by this Agreement within the jurisdiction in which Service Provider intends to offer said Services, and has the required skill, experience, and qualifications to perform the Services; and (c) Service Provider shall perform the Services in accordance with best industry standards for similar services and shall ensure

that all assistants, helpers, subcontractors and other personnel used by the Service Provider in relation to the delivery of Services shall do likewise, including the completion of all Bookings referred to Service Provider that he/she opts to accept through the Platform; and (d) Service Provider shall perform the Services in accordance with all applicable laws, rules and regulations.

For Service Provider performing the Services in Washington State, Service Provider shall, within a reasonable period of time after this Agreement is electronically signed, establish an account with the Department of Revenue and all other required state agencies, for the business Service Provider is conducting for the payment of all state taxes normally paid by employer and businesses. Service Provider further agrees, within a reasonable period of time after this Agreement is electronically signed, to register for and receive a unified business identifier number from Washington State.

Service Provider acknowledges that his/her failure to comply with the foregoing shall constitute a material breach of this Agreement.

7. INDEMNIFICATION

Service Provider shall defend, indemnify and hold harmless Deeds be Done and its affiliates, parents, subsidiaries, and partners and their respective officers, directors, employees, agents, successors, and assigns and any other entity that requests or is in any way involved in making available, arranging and/or facilitating services through the Deeds be Done Platform from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable legal fees) arising out of or resulting from: (a) bodily injury, death of any person, theft or damage to real or tangible, personal property resulting from Service Provider's acts or omissions; and (b) Service Provider's breach of any representation, warranty, or obligation under this Agreement.

The Services that Service Provider provides pursuant to this Agreement are fully and entirely Service Provider's responsibility. Deeds be Done is not responsible or liable for the actions or inactions of a Client or other third party in relation to the Services provided by Service Provider. Service Provider understands, therefore, that by using the Deeds be Done Platform, Service Provider will be introduced to third parties in relation to whom Deeds be Done has not conducted any background or reference checking, that may be potentially dangerous, and that Service Provider uses the Deeds be Done Platform at his/her own risk.

8. INSURANCE

It is the sole responsibility of the Service Provider to maintain in full force and effect adequate workers' compensation (or, if permitted by law, occupational accident insurance), unemployment, liability, and other forms of insurance, in each case with insurers reasonably acceptable to Deeds be Done, with policy limits sufficient to protect and indemnify Deeds be Done and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, parents, partners, members, controlling persons, and successors and assigns, from any losses resulting from the conduct, acts, or omissions of Service Provider or Service Provider's assistants, agents, contractors, servants, or employees.

9. TERM; TERMINATION

9.1 Term.

This Agreement shall be effective as of the date it is executed by Service Provider and shall remain in effect unless and until terminated as set forth in this Section 9 (the Term). Service Provider understands that Deeds be Done may temporarily deactivate Service Provider's profile on Deeds be Done Platform in the event that Service Provider is inactive on the Deeds be Done Platform for a period of 28 days or more, as modified from time to time. In

such circumstances, Deeds be Done shall reactivate Service Provider's profile upon request from Service Provider.

The parties acknowledge that the term of this Agreement does not reflect an uninterrupted service arrangement, as this Agreement guarantees Service Provider the right to choose when to make himself or herself available and each Booking referred and accepted is treated as a separate service arrangement.

9.2 Termination.

(a) Deeds be Done and Service Provider may terminate this Agreement, effective immediately upon written notice to the other party, in the event that other party materially breaches this Agreement. A material breach shall include, but not be limited to, the acts or omissions expressly defined as constituting a material breach herein, misconduct, Deeds be Done's failure to timely remit Service Fees as described herein, Service Provider's repeated failure to complete a Booking he or she has booked on the Platform to the Client's satisfaction, Service Provider's failure to meet the applicable minimum rating, or if a Service Provider cancels or reschedules two (2) or more Bookings he or she has booked on less than 2 hours' notice prior to the applicable Booking start time within any twenty-eight (28) day period.

In the event there is a dispute whether Deeds be Done or Service Provider materially breached the agreement, and it cannot be resolved by informal negotiations, the parties agree to submit any such dispute to final and binding arbitration, unless Service Provider exercises his/her right to opt out of arbitration, as described in Section 12.2, below.

(b) In addition to the foregoing, Service Provider may terminate the Agreement for any reason upon fifteen (15) days' written notice.

9.3 Service Provider's Obligations Upon Termination.

Upon termination of this Agreement for any reason, Service Provider shall: (a) complete any outstanding Bookings Service Provider has booked (the Outstanding Bookings) and (b) certify in writing to Deeds be Done that Service Provider has complied with the requirements of this Section.

9.4 Deeds be Done's Obligations Upon Termination.

Upon termination of this Agreement: (a) if the termination is effected by Deeds be Done, Deeds be Done shall immediately pay to Service Provider any outstanding earned Service Fees; or (b) if the termination is effected by Service Provider, Deeds be Done shall pay to Service Provider any outstanding earned Service Fees within seven (7) business days. In either event, Deeds be Done shall pay Service Fees for any Outstanding Bookings as soon as practicable after Service Provider has completed the Outstanding Bookings.

9.5 Surviving Provisions.

The terms and conditions of this Section 9.5 and Sections 5, 6, 7, 9.3, 9.4, 10, 11, and 12 (including, but not limited to, Section 12.2) shall survive the expiration or termination of this Agreement.

10. OTHER BUSINESS ACTIVITIES

Service Provider may be engaged or employed in any other business, trade, profession, or other activity, including providing Services to customers booked through means other than the Deeds be Done Platform, including other web-based portals, smartphone applications, and/or Platforms. However, Deeds be Done may charge Service Provider a referral fee in the event the Service Provider affirmatively solicits Clients originally referred through the Deeds be Done Platform to book Bookings through any means other than the Deeds be Done Platform.

11. ASSIGNMENT

Service Provider may not assign this Agreement, absent written authorization by Deeds be Done. This provision shall not be construed as limiting Service Provider's right to engage personnel to assist in the Services as set forth in this Agreement. Deeds be Done may freely assign its rights and obligations under this Agreement at any time. This Agreement will inure to the benefit of, be binding on, and be enforceable against, each of the parties hereto and their respective successors and assigns.

12. DISPUTE RESOLUTION; GOVERNING LAW

12.1 Informal Negotiations.

To expedite resolution and reduce the cost of any dispute, controversy or claim related to this Agreement or otherwise arising from the relationship between Service Provider and Deeds be Done, Service Provider and Deeds be Done agree to first attempt to negotiate any dispute informally for at least thirty (30) days before initiating any arbitration or court proceeding. Such informal negotiations will commence upon written of the dispute, controversy, or claim. Service Provider's address for such notices is the address provided by Service Provider to Deeds be Done. Deeds be Done's address for such notices is Deeds be Done, Inc., PO Box #4271, Naperville, IL 60567.

12.2 Mutual Arbitration Provision.

DEEDS BE DONE AND SERVICE PROVIDER MUTUALLY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO THE RESOLUTION OF DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE IN ARBITRATION, as set forth below. This Mutual Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) and shall survive the termination of this Agreement.

Except as expressly provided below, this Mutual Arbitration Provision shall apply to any and all Claims (as defined below) between you and Deeds be Done, including, but not limited to, any Deeds be Done d/b/as, affiliates, subsidiaries, parents, successors and assigns and each of Deeds be Done's respective officers, directors, investors, insurers, employees, agents, or shareholders. This Mutual Arbitration Provision shall also apply to any and all disputes and/or claims between you and any Client, and/or any other third-party entity involved in requesting or in any way involved in making available, arranging and/or facilitating the Services. The parties agree that Clients and the other third parties referenced in this paragraph are intended third-party beneficiaries of this Mutual Arbitration Provision. The parties agree that any disputes and/or claims regarding the application of this Mutual Arbitration Provision to any such Clients and/or other third parties referenced in this paragraph shall be resolved exclusively by an arbitrator.

EXCEPT AS EXPRESSLY PROVIDED BELOW, ALL DISPUTES AND/OR CLAIMS BETWEEN YOU AND DEEDS BE DONE SHALL BE EXCLUSIVELY RESOLVED IN BINDING ARBITRATION ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

Disputes and claims covered by this Mutual Arbitration Provision include, but are not limited to, any dispute, claim or controversy, whether based on past, present or future events, arising out of or relating to: this Agreement and any and all prior versions thereof (including the formation, breach, termination, enforcement, interpretation or validity thereof), the Service Provider's classification as an independent contractor, Service Provider's provision of Services under this Agreement, the payments received by Service Provider for providing Services, Service Provider's registration to use the Deeds be Done Platform, disputes with any entity or individual arising out of or related to the use of the Deeds be Done Platform, background checks, privacy, trade secrets, unfair competition, compensation, classification, minimum wage, seating, expense reimbursement, overtime, breaks and rest periods, retaliation, discrimination or harassment and claims arising under the Fair Credit Reporting Act, the Uniform Trade Secrets Act, the Defend Trade Secrets Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §1981, Rehabilitation Act, Civil Rights Acts of 1866 and 1871,

the Civil Rights Act of 1991, the Pregnancy Discrimination Act, Equal Pay Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights 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, state or local statutes or regulations addressing the same or similar subject matters, and all other aspects of the Service Provider's relationship with Deeds be Done whether arising under federal, state or local statutory and/or common law. The parties further agree that this Mutual Arbitration Provision covers all claims or disputes between you and a third-party concerning the provision of any background check of you by a consumer reporting agency and claims or disputes between you and any other third-party entity involved in requesting or in any way involved in making available, arranging and/or facilitating the Services.

Except as stated in Section 12.2(d), below, only an arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, validity, enforceability, conscionability, and/or formation of this Mutual Arbitration Provision.

(a) If either party wishes to initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include (1) the name and address of the party seeking arbitration, (2) a statement of the legal and factual basis of the claim, and (3) a description of the remedy sought. Any demand for arbitration by Service Provider must be delivered to: Deeds be Done LLC Attn: Legal Department, PO Box 4271 Naperville, IL 60567.

(b) **CLASS ACTION WAIVER-PLEASE READ.** DEEDS BE DONE AND SERVICE PROVIDER MUTUALLY AGREE THAT BY ENTERING INTO THIS AGREEMENT TO ARBITRATE, BOTH WAIVE THEIR RIGHT TO HAVE ANY DISPUTE OR CLAIM BROUGHT, HEARD OR ARBITRATED AS A CLASS ACTION AND/OR COLLECTIVE ACTION, AND AN ARBITRATOR SHALL NOT HAVE ANY AUTHORITY TO HEAR OR ARBITRATE ANY CLASS ACTION AND/OR COLLECTIVE ACTION (CLASS ACTION WAIVER). DEEDS BE DONE AND SERVICE PROVIDER MUTUALLY AGREE THAT BOTH ARE WAIVING THE RIGHT TO BRING, PURSUE OR HAVE A CLAIM OR DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR COLLECTIVE PROCEEDING.

(c) **REPRESENTATIVE ACTION WAIVER-PLEASE READ** Deeds be Done and Service Provider mutually agree that by entering into this agreement to arbitrate, both waive their right to have any dispute or claim brought, heard or arbitrated as a representative action, and an arbitrator shall not have any authority to arbitrate a representative action ("Representative Action Waiver"). Notwithstanding the foregoing, private attorney general representative actions brought prior to the effective date of this Agreement on behalf of the state under the California Labor Code are not arbitrable, not within the scope of this Agreement and may be maintained in a court of law, but any claim brought by Service Provider for recovery of underpaid wages (as opposed to representative claims for civil penalties) under the California Labor Code shall be arbitrable, and must be brought, if at all, on an individual basis in arbitration as set forth in this Mutual Arbitration Provision.

(d) Notwithstanding any other clause contained in this Agreement, this Mutual Arbitration Provision, or the AAA Rules, as defined below, any claim that all or part of the Class Action Waiver and/or Representative Action Waiver is unenforceable, invalid, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. As stated above, all other disputes regarding interpretation, applicability, enforceability, or formation of this Mutual Arbitration Provision shall be determined exclusively by an arbitrator.

(e) Service Provider agrees and acknowledges that entering into this Mutual Arbitration Provision does not change Service Provider's status as an independent contractor in fact and in law, that Service Provider is not an employee of Deeds be Done or any Client and that any disputes in this regard shall be subject to final and binding arbitration as provided in this Mutual Arbitration Provision.

(f) Unless Deeds be Done and Service Provider otherwise mutually agree in a signed writing, the arbitration will be conducted in the county where Service Provider resides. If Service Provider's claim does not exceed \$10,000 (including attorneys' fees), then the arbitration will be conducted solely on the basis of documents Deeds be Done and Service Provider submit to the arbitrator, unless Service Provider requests a hearing or the arbitrator determines that a hearing is necessary. Unless Deeds be Done and Service Provider both waive the right to a hearing in writing, a hearing shall always be conducted if Service Provider's claim exceeds \$10,000 (including attorneys' fees).

The Arbitrator shall be selected by mutual agreement of Deeds be Done and Service Provider. Unless Deeds be Done and Service Provider mutually agree otherwise, the Arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted, and who has experience in the underlying subject matter. If the parties cannot agree on the Arbitrator, the selection of the Arbitrator shall be governed by the American Arbitration Association Consumer Arbitration Rules ("AAA Rules").

Regardless of whether the Arbitrator is affiliated with the American Arbitration Association, the parties agree that any arbitration shall be governed by the AAA Consumer Arbitration Rules in effect at the time the arbitration is initiated, except as follows (unless and to the extent otherwise mutually agreed in writing by Deeds be Done and Service Provider): (1)

The arbitration shall be heard by one Arbitrator selected in accordance with the AAA Rules. The Arbitrator shall be an attorney or a retired federal or state judicial officer with experience in the law underlying the dispute; (2) the Arbitrator's fees shall be apportioned in accordance with applicable law as determined by the Arbitrator; (3) The Arbitrator may issue orders (including subpoenas to third parties) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes; (4) Except as provided in the Class Action Waiver and Representative Action Waiver, the Arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The Arbitrator shall apply the state or federal substantive law, or both, as is applicable; (5) The Arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedure governing such motions; (6) The Arbitrator's decision or award shall be in writing with findings of fact and conclusions of law; (7) Either Deeds be Done or Service Provider may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this Section 12.2 may be rendered ineffectual.

(g) Regardless of any other terms of this Agreement or Mutual Arbitration Provision, nothing prevents Service Provider from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, and nothing in this Agreement or Mutual Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this arbitration provision. This Mutual Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on the claims addressed in this Section 12.2, even if the claims would otherwise be covered by this Mutual Arbitration Provision. Nothing in this Mutual Arbitration Provision prevents or excuses a party from satisfying any required conditions precedent and/or exhausting required administrative remedies under applicable law before bringing a claim in arbitration.

Deeds be Done will not retaliate against Service Provider for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.

(h) The AAA Rules may be found at www.adr.org or by searching for AAA Consumer Arbitration Rules or by calling the AAA at 1-800-778-7879.

(i) Service Provider's Right to Opt Out of Arbitration. Arbitration is not a mandatory condition of Service Provider's contractual relationship with Deeds be Done, and therefore Service Provider may submit a statement notifying Deeds be Done that Service Provider wishes to opt out and not be subject to this Mutual Arbitration Provision. In order to opt out, Service Provider must notify Deeds be Done of Service Provider's intention to opt out by submitting to Deeds be Done at Deeds be Done Attn: Legal Department, PO Box 4271, Naperville, IL 60567, a signed and dated written notice stating that Service Provider is opting out of this Mutual Arbitration Provision. Service Provider also may opt out by sending an email to admin@DeedsbeDone.com stating Service Provider's intention to opt out. In order to be effective, Service Provider's opt out notice must be provided within 30 days of the date this Agreement is electronically signed by Service Provider ("Effective Date"). If Service Provider opts out as provided in this paragraph, Service Provider will not be subject to any adverse action from Deeds be Done as a consequence of that decision and he/she may pursue available legal remedies without regard to this Mutual Arbitration Provision. If Service Provider does not opt out within 30 days of the Effective Date of this Agreement, Service Provider and Deeds be Done shall be deemed to have mutually and voluntarily agreed to this Mutual Arbitration Provision.

Service Provider acknowledges and agrees that if Deeds be Done modifies any provision of this Agreement other than any term of this Section 12.2, Service Provider will not have a renewed opportunity to opt out of arbitration.

If, however, Deeds be Done modifies this Mutual Arbitration Provision after the date you first agreed to this Agreement (or any subsequent changes to the Agreement), you may reject any such change to the Mutual Arbitration Provision by providing Deeds be Done written notice of such rejection within 30 days of the date below. This written notice must be provided either (a) by Deeds be Done. Attn: Legal Department, PO Box 4271 Naperville, IL 60567, or (b) by email from the email address associated with your account to: admin@Deedsbedone.com. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to the Mutual Arbitration Provision. By rejecting changes, you are agreeing that you will arbitrate any dispute between you and Deeds be Done in accordance with the provisions of this Mutual Arbitration Provision as of the date you first agreed to this Agreement (or any subsequent changes to the Agreement).

(j) Right To Consult With A Lawyer: Service Provider has the right to consult with private counsel of Service Provider's choice for independent legal advice with respect to any aspect of this Agreement or Mutual Arbitration Provision, or any claim that may be subject to this Mutual Arbitration Provision.

(k) In the event any portion of this Mutual Arbitration Provision is deemed unenforceable, the remainder of this Mutual Arbitration Provision will be enforceable. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the Class Action Waiver and/or Representative Action Waiver is invalid or unenforceable, the class, collective, or representative general action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver and Representative Action Waiver that is valid and enforceable shall be enforced in arbitration. To the extent that there are any claims to be litigated in a civil court of competent jurisdiction because a civil court of competent jurisdiction determines that the Class Action Waiver and/or Representative Action Waiver is unenforceable, the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

12.3 Governing Law.

Except for the Mutual Arbitration Provision set forth in Section 12.2, which is governed by the Federal Arbitration Act, and except as may be prohibited by the law of the State in which Service Provider primarily works and resides, this Agreement shall be governed and interpreted pursuant to the laws of the state in which the Service Provider performs the majority of his or her services under the Agreement, notwithstanding any principles of conflicts of law.

13. CLIENT PRIVACY

Service Provider understands that in performing the Services, he or she will receive certain private and/or confidential information regarding the Clients and will have access to their homes and personal belongings. Except upon order of government authority (e.g., court, administrative agency) having jurisdiction, or upon written consent by the Client, Service Provider agrees that he or she shall not publish, disseminate or disclose, for his or her own benefit or the benefit of any third party, any confidential information regarding the Clients, including addresses, telephone numbers and/or financial information. Service Provider further agrees not to engage in any activity which violates the privacy of any Client, including, but not limited to, taking unauthorized photographs or making unauthorized audio or video recordings of a Client or his or her homes or personal belongings, or publishing, disseminating or disclosing any such photographs or recordings. Service Provider acknowledges that his/her failure to comply with the foregoing shall constitute a material breach of this Agreement.

14. MODIFICATION

Service Provider hereby expressly acknowledges and agrees that, by using or receiving access to the Deeds be Done Platform, Service Provider and Deeds be Done are bound by the then-current version of this Agreement, including any supplements to this Agreement or

documents incorporated herein, including the Schedules below, except as stated in Section 12.2(i) with respect to a Service Provider's right to opt-out of the arbitration. Service Provider shall be bound by modifications to this Agreement only upon Service Provider's electronically signing any modifications or supplements.

15. DEFEND TRADE SECRETS ACT OF 2016

Service Provider acknowledges receipt of the following notice under 18 U.S.C § 1833(b)(1): 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.

16. MISCELLANEOUS

All notices other than those required by Section 3.1 and Section 12, requests, consents, claims, demands, waivers, and other communications hereunder (each, a Notice) shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). The parties agree that Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or electronic mail (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). This Agreement, together with any other documents incorporated herein by reference, and related exhibits, schedules, and addenda (if any) constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both

written and oral, with respect to such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance. Except as expressly provided otherwise in this Agreement, if any term or provision of this Agreement is determined to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement may be executed in multiple counterparts, including by facsimile or other electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

This Agreement may not be amended, by implication or otherwise, by any marketing material contained on Deeds be Done's website or the Deeds be Done Platform. Nothing contained in this provision or this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims, except as expressly set forth in Section 12.2.

Service Provider acknowledges that he/she has read and understands this Agreement and also acknowledges that he/she had a reasonable and adequate opportunity to seek and receive independent legal advice, at the Service Provider's own expense, prior to signing this Agreement.

BY CHECKING THE BOX STATING I AGREE TO THE SERVICE PROVIDER AGREEMENT, YOU HEREBY AGREE TO THIS SERVICE PROVIDER AGREEMENT AND AGREE TO ACT IN ACCORDANCE WITH THE TERMS SET FORTH HEREIN.

You understand that your electronic signature is as legally binding as a handwritten signature.

SCHEDULE 1

Service Provider acknowledges he or she is licensed (to the extent required by applicable law), qualified and otherwise authorized to provide, among the Services listed below, only those Services selected by the Service Provider during the sign-up process for which the Service Provider is approved:

Home Cleaning

Office Cleaning

Furniture Assembly

Hanging Pictures and Shelves

Mounting Televisions

Moving Help

Interior Painting

Drain Work

AC Work

Other Deeds be Done Work

Window Treatments

Garbage Disposal Work

Toilet Work

Other Plumbing Work

Smart Home Installations

Ceiling and Bath Fans - Electrical

Light Fixtures - Electrical

Outlets - Electrical

Other Electrical Work

Lawn Care

Other Services on the Deeds be Done Platform

SCHEDULE 2 – FEE SCHEDULE

ALL REGIONS*

Failure to start Booking at time specified by Client and Client complains	Fee of \$15
Service Provider leaves before Booking is completed.	Fee of \$15.
Service Provider cancels or reschedules on less than 48 hours' notice but with more than 24 hours notice prior to Booking start time	Fee of \$10
Service Provider cancels or reschedules on less than 24 hours' notice but with more than 10 hours notice prior to Booking start time	Fee of \$25
Service Provider cancels or reschedules on less than 4 hours' notice prior to Booking start time	Fee of \$50
Service Provider fails to appear for booked Booking without notice to Client and Deeds be Done	Fee of \$75
Service Provider fails to complete Booking to the satisfaction of Client (as reported by Client), resulting in a refund or credit to Client	Fee of \$25
Service Provider requests payment remission ahead of standard schedule	Fee of up to \$5 per request
Damage and/or loss of a Client's items or property	Cost of Item
Failure to return Client's key	\$125

* The above-referenced fee amounts are intended to act as default fees only, in the event Service Provider and Client or, separately, Service Provider and Deeds be Done do not negotiate a different amount.

Last updated: May 10, 2020