

## PORTIER, LLC

## ADDENDUM TO TECHNOLOGY SERVICES AGREEMENT

Last update: March 18, 2019

**By clicking “Yes, I agree”, you agree to be bound by the additional terms below.**

You entered into a Technology Services Agreement with Portier, LLC or one of its affiliates (“**Company**”, “**we**” or “**us**”) for the use of the Uber Services in connection with your Delivery Services (as amended, the “**Agreement**”). This is an addendum to that Agreement that updates Delivery Fee and payment terms and replaces Section 4 (Financial Terms) of the Agreement in its entirety.

Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Agreement, and, for the purposes of this addendum, “**Delivery**” shall mean an instance of providing Delivery Services. Except where modified above, the remainder of the Agreement shall remain unchanged. This addendum replaces and supersedes any “Addendum” or “Schedule” that you have previously agreed to with respect to the subject matter herein.

**Section 4 of the Agreement is replaced in its entirety with the following:**

#### 4. Financial Terms

**4.1 Delivery Fee.** You are entitled to a Delivery Fee for each Delivery that you provide, where “**Delivery Fee**” is a flat pickup fee and/or drop off fee plus a per mile rate and/or a per minute rate, provided that the per mile rate may be based on the most efficient route (and not actual miles travelled) and the per minute amount may be based on estimated time between arrival at the restaurant to drop-off to the delivery recipient, including expected wait-time at pickup, expected travel time, and expected wait-time at drop-off (and not actual time).

Delivery Fee formulae vary by Territory and are provided to you electronically for that Territory. Accordingly, the calculation of your Delivery Fee may vary depending on factors such as local supply and demand and may be adjusted in our discretion based on local market factors or by a percentage that is determined when you entered into the Agreement. We will provide you with notice of any change to any Delivery Fee calculations, including applicable per mile and/or per minute rates and flat fee amounts, as applicable, and by continuing to use the Uber Services, you are deemed to accept these changes. For the purpose of clarity, the Delivery Fee does not include gratuity. Additionally, even though we often separately advertise and market the Uber Services and other products and services generally (including promotions to Users that reduce what a User ultimately pays for a Delivery), this does not entitle you to any additional payment.



Unless we indicate to you otherwise, for each Delivery, the User will pay an amount that includes applicable fees for each Delivery (which may include multiple fees charged by you), and applicable taxes and surcharges (collectively, the “**User Payment**”). You appoint us as your disclosed limited payment collection agent solely to accept the User Payment and any gratuity from Users via the Uber Services’ payment processing functionality, and the User Payment to us (acting as your agent) is treated the same as if that User paid you directly for that Delivery. The User Payment is the only payment that will be made to you by a User for a particular Delivery, other than gratuity which is at the User’s sole discretion. By accepting a User’s Delivery, you indicate your agreement to charge the User Payment at the amount recommended by us as your agent. The Delivery Fee portion of the User Payment shall operate as a default, but following a completed Delivery you are entitled to request to charge a lower Delivery Fee, and we will consider these requests in good faith. Your Delivery Fees and applicable tolls will be remitted to you on at least a weekly basis. If you have agreed to any other amounts being deducted from your Delivery Fees with any party (such as vehicle financing or lease payments, or mobile device charges), those amounts will be deducted before remittance to you, and we may determine the order of these other deductions if allowed by law.

We may adjust or, in more serious situations, cancel or refund in its entirety any particular Delivery Fee, User Payment and/or applicable taxes and fees for reasons such as: fraud, charges for Deliveries that did not take place, User complaints, inefficient routes, failure to properly end a Delivery or technical error of Uber Services. If a User cancels their Delivery prior to your arrival at the pick-up location, we may charge that User a cancellation fee on your behalf, and in this case the cancellation fee will be treated the same as a User Payment for completed Deliveries. You may obtain the amount of a particular User Payment and your Delivery Fee calculation for any given Delivery upon request by contacting us.

**4.2 Receipts.** The Uber Services provide you with a system for delivering receipts to your Users. At the end of a Delivery, the receipt will be electronically delivered to your User on your behalf. It includes a breakdown of amounts charged and certain information about you and that Delivery (including but not limited to your details). If you think a correction should be made to the amounts charged, you must let us know in writing within 15 business days after the Delivery took place or we will have no further responsibility and you waive your right to later dispute the amounts charged.

**4.3 Taxes.** You are required to follow applicable law regarding your tax registration, calculation and remittance obligations for your Delivery Service(s) and provide us with all relevant tax information. You are responsible for taxes on your own income. Based on applicable tax or regulatory considerations, we may choose in our reasonable discretion to collect and remit taxes applicable to your Delivery Services, and may provide any of the relevant tax information you have given us, directly to the applicable tax authorities on your behalf or otherwise. For the purpose of this section, references to “tax” includes federal and state income, gross receipts, sales and self-employment taxes, and similar charges.

**4.4 Our Service Fee.** In consideration of your use of the Uber Services, you will pay us a service fee ("**Service Fee**") that is on a per-Delivery basis. For each Delivery, the Service Fee equals the User Payment minus: (a) the Delivery Fee; (b) any other applicable fees retained by us; and (c) applicable surcharges and applicable taxes specifically described in your earning statement. In the event of a Delivery where the Delivery Fee is greater than the User Payment (excluding any applicable fees retained by us, and taxes and surcharges described in your earning statement), no Service Fee will be charged for that Delivery. In such case, any excess amounts that you receive will be shown as an adjustment to your Service Fee(s) (or if necessary, as an adjustment to another payment owed to you).