

DOLLY INC.
HELPER & HAND
USER AGREEMENT

Welcome to the Dolly Platform! Our mission at Dolly Inc. (“Dolly”) is to create freedom: of choice, of time, and from worry by connecting people who need stuff moved with people like yourself who want to move it for them. We’re delighted that you’re interested in using the Dolly Platform to conduct your business, whether as a Helper or a Hand.

This Helper & Hand User Agreement (the “Agreement”) is a legally binding agreement between Dolly, Inc., which created and maintains the Dolly Platform, and Helpers and Hands (“you” or “your”), which are defined below. PLEASE READ THIS AGREEMENT CAREFULLY. As a Helper or Hand you acknowledge and agree that you are operating as an independent contractor with an independently established business.

As set forth in section 10 below, this Agreement includes an arbitration agreement that, with limited exception, requires you to submit covered disputes and claims you have against Dolly to binding and final arbitration on an individual basis. Please read it carefully as it affects your legal rights, including the right to participate in a class, collective or representative action against Dolly.

By agreeing to these terms you represent that you have the legal right and authority to enter into this Agreement on behalf of yourself or the entity you represent. You are not permitted to access the Dolly Platform unless you agree to all the terms and conditions of this Agreement. By agreeing to this Agreement and using the Dolly Platform, you acknowledge that you have read, understand, and agree without limitation or qualification to be bound by the Agreement and you accept all of its terms.

1. Definitions

1.1 Assistants are subcontractors that are appointed by Helpers or Hands. Helpers and Hands assume sole responsibility for the acts of Assistants and are responsible for all Assistant compensation, benefits, and expenses.

1.2 Customer means either an individual consumer that uses the Dolly Platform to connect with Helpers and Hands, or a retail partner that posts requests on the Dolly Platform.

1.3 Dolly Team refers to any Dolly employees that support Helpers and Hands in their use of the Dolly Platform.

1.4 Dolly Platform means all channels of Dolly, including Dolly’s website (www.dolly.com) (the “Sites”), mobile applications (“Apps”), and related services, information and communications.

1.5 Effective Date means the date you sign this Agreement. Alternatively, if you do not sign this Agreement and continue to use the Dolly Platform, including to provide Services (defined below) and to receive Helper Fees (also defined below), the Effective Date is 30 days after Dolly sent you this Agreement; you will be deemed to have accepted and agreed to be bound by this Agreement, including its Arbitration Agreement contained herein as of that date.

1.6 Hand is an independent contractor who is a minimum of 18 years of age and supports Helpers in performing the Services. They have a mode of transportation to arrive at the location of the Services but they do not have a vehicle to perform the Services. For business purposes, a Hand may also be generically referred to as the general “Helper” term.

1.7 Helper is an independent contractor who is a minimum of 18 years of age and has a vehicle that they will be using to perform the Services. For business purposes, it also generically refers to both Helpers and Hands on the Dolly Platform.

1.8 Helper Fee means the fee you will be paid for completing the Services specified in the Request. This will be highlighted within the Request details.

1.9 Request means the service that the Requestor makes and may include items such as job type, job details, and job location.

1.10 Requestor means any Customer who submits a request for assistance through the Dolly Platform.

1.11 Services means loading, unloading, delivering, moving, hauling, lifting, packing, debris removal, assembling and/or disassembling of property that is the subject of a Request.

1.12 Vehicle means a vehicle that meets the current minimum standards and requirements for use on the Dolly Platform.

2. The Services

Dolly operates proprietary technology available through the Dolly Platform through which Requestors may submit a Request for Services and may connect with Helpers and Hands to perform those Services.

2.1. Provision of Services: Upon approval as a Helper or Hand, you may filter various Requests for which you would like to perform and receive notification(s). Upon receiving a Request, you will be able to open the Request and review the specific Services requested, the time and location for the Services, and the Helper Fee you will be paid for completing the Services specified in the Request. You may, in your sole discretion, accept to perform the Services in the Request by directly submitting your acceptance using the Dolly Platform. You may freely accept or decline Requests, in your sole discretion. After you accept the Request, you will be notified if you are matched to the Requestor, and you will then have access to communicate with the

Requestor through the Dolly Platform to confirm and coordinate logistics of the Request. If you accept a Request and have been matched to a Requestor, your acceptance creates an obligation by you to the Requestor for you to complete the Request, subject to the terms of the Request and this Agreement.

You acknowledge and agree that:

- a. When you perform the Services you are operating as an independent contractor of the Requestor and are operating an independently established business. You are solely responsible for controlling the method, manner and means of providing the Services. You are solely responsible for completing the Services in a timely manner based on the Requestor's provided schedule and without damage to Requestor's property. You are responsible for all aspects of how you perform the Services and what may occur during your performance of the Services, including any damage to the personal property of any Requestor while you are performing the Services;
- b. Dolly and its employees do not perform Services. Accordingly, if you ever believe you are or have become an employee of Dolly under any law, you agree that (i) you shall immediately discontinue use of the Dolly Platform; (ii) you shall immediately provide written notice to Dolly of such belief and the reasons for such belief; and (iii) you shall not resume use of the Dolly Platform unless cleared in writing by Dolly to resume use;
- c. Dolly acts as a platform that enables connections between Customers who have Requests and service providers. Dolly does not verify any Request, and does not have control over the environment or location that may be involved with any Request. By accepting a Request, you assume full responsibility for ensuring that the environment is sufficiently safe for you to perform the Services;
- d. Dolly is not and does not operate as a broker, carrier, freight forwarder, consolidator, agent, or other participant involved in or responsible for, or liable to the Services or any manner of physical transportation, delivery, brokerage, storage, or other carriage of property and disclaims having any duty or involvement in the performance of Services;
- e. The Dolly Platform is not intended for use by any motor carriers, shippers, brokers, freight forwarders, or agents regulated or subject to regulation by the U.S. Department of Transportation (DOT) or subject to the rules and regulations established under the Federal Motor Carrier Safety Administration (FMCSA) or its equivalents;
- f. Dolly does not receive either, directly or indirectly, any freight or brokerage fees, commission, or other remuneration of any kind related to the provision of Services; instead, all compensation received by Dolly is solely in exchange for maintenance of, or derived from providing use and access to the Dolly Platform;
- g. Any and all fees and compensation received by Dolly, either directly or indirectly, is attributable solely to Dolly's maintenance of the Dolly Platform and facilitating its use and access, not for the purposes of brokerage, payment processing, or otherwise; and,
- h. If you decide to engage in the performance of Services and/or a Request, you do so at your own risk and agree to hold Dolly harmless in all respects.

2.2 Materials and Equipment: Helpers and Hands are independent business owners, providing services under their own name or business name, using their own tools and supplies. Dolly

does not provide vehicles or any moving, packing or delivery tools to Helpers or Hands. You must furnish all necessary materials, equipment, and tools that you determine in your sole discretion are needed to provide the Services. You are solely responsible for any expenses you incur while performing the Services, such as for fuel, supplies, dollies, blankets, internet connection, technology devices, mobile telephones, parking, traffic tickets, parking violations, and meals.

2.3 Loading of an Item: You are responsible for determining if an item cannot be safely secured in your vehicle and for the proper loading and securement of all items when performing Services. If you determine in your sole discretion that a Requestor's property cannot be safely transported in your Vehicle, then you may use the Dolly Platform to communicate a rejection of the undeliverable item.

2.4 Prohibited Items: The Dolly Platform is unavailable for Requests involving certain prohibited items, which include:

- a. Articles of exceptional value such as antiques, heirlooms, rare and valuable furniture, gold, or any items that are valued above \$10,000;
- b. Hazardous materials;
- c. Firearms or ammunition;
- d. Unstable or flammable items including, but not limited to, propane tanks, gasoline, or oxygen tanks;
- e. Live animals;
- f. Items over 300 pounds; and,
- g. Other items identified as being prohibited in the Dolly Knowledge Base including, but not limited to, hot tubs, jukeboxes, vending machines, and pool tables.

You agree not to perform Services for prohibited items while using the Dolly Platform. You agree to contact Dolly support to report a Request involving prohibited items and Dolly will modify or cancel the Request accordingly.

2.5 Use of Subcontractors: This is not a personal services agreement. As you see fit and without oversight by Dolly, you can engage Assistants, Helpers, or any other individual to complete Services ("Subcontractor") if the Subcontractor has signed a Helper Agreement and completed a background check ("Approved Subcontractor"). If you believe you need or want assistance to perform any Services and you do not have an Approved Subcontractor to help you, you may ask Dolly to connect you with an Approved Subcontractor. You assume full and sole responsibility for the acts of your Subcontractors and are responsible for all compensation, damages, benefits, taxes, and expenses for Subcontractors (including, but not limited to, re-list fees and damages).

3. Use of the Dolly Platform

3.1 Your Dolly Account: You must create an account to access the Dolly Platform. You are responsible for protecting your user account from unauthorized access and use. You accept all risks that someone may access your account without your permission. If you discover or

suspect any security breaches of the Dolly Platform or your account, you agree to inform Dolly as soon as possible. You represent and warrant to Dolly that all information you provide in connection with your account is accurate, truthful, current, and complete at all times. You agree and understand that you maintain all responsibility and liability for any messages, communications, and other content shared from and through your account.

3.2 Background Checks: To the extent permitted by applicable law, Helpers and Hands will be subject to a review process before they can register on, and during their use of, the Dolly Platform, which may include, but is not limited to, identity verification and criminal background checks, using third party services as appropriate ("Background Check(s)"). To the extent permitted under applicable law, you agree to undergo such Background Checks and to accurately and completely submit all required information necessary to complete the Background Checks. Dolly cannot, and does not, assume any responsibility or liability for the accuracy or reliability of Background Check information, nor for any false or misleading statements made by Users of the Platform. You agree to furnish any other information Dolly reasonably requests to comply with (or verify compliance with) applicable legal requirements. You represent and warrant that the information you have provided and will provide to Dolly for any Background Check, vehicle inspection, or that is otherwise requested, is complete and accurate.

3.3 Insurance: You agree to maintain any and all valid insurance appropriate for the Services, including but not limited to automobile liability insurance on your vehicle(s) that provides protection against bodily injury and property damage to third parties at coverage levels that satisfy the minimum requirements to operate a vehicle on public roads wherever you use your vehicle. You agree (i) to be listed as an insured or a driver on your automobile liability insurance; (ii) upon request, to provide Dolly with the name of your insurance policy provider, a valid insurance policy number, and/or a copy of the insurance policy, policy declarations, proof of insurance identification card and/ proof of premium payment for your policy, as well as copies of the same upon renewal; and, (iii) to notify Dolly in writing immediately if the policy is canceled.

You acknowledge and agree that while providing the Services, your personal automobile insurance policy may not afford liability, comprehensive, collision, medical payments, personal injury protection, uninsured motorist, underinsured motorist, or other coverage. It is your responsibility to discuss, and resolve, with your insurer(s) any questions or concerns about the scope or applicability of your insurance coverage. You agree that Dolly is not liable for accidents or injuries caused or sustained by you in connection with your use of a vehicle or the performance of Services.

You acknowledge and agree that Dolly may, in its sole discretion, choose to maintain insurance related to the Services, but Dolly is not required to provide you with any specific coverage (including, without limitation, for loss to you or your vehicle), unless we specifically describe it in an addendum to the Agreement. Dolly can change, reduce or cancel any insurance that it maintains, if any, at any time without notice to you or authorization from you.

3.4 Vehicles: If using a vehicle to perform Services and/or a Request, you acknowledge and agree:

- a. You will only use a vehicle that complies with Dolly's standards and minimum requirements for vehicles for use on the Dolly Platform;
- b. Under no circumstances during the provision of any Services and/or a Request related to this Agreement will you utilize a Commercial Motor Vehicle or engage in any activity which would necessitate you to obtain a state or federal commercial driver's license or register as a motor carrier with the US DOT or other similar state agencies. A "Commercial Motor Vehicle" includes, but is not limited to, any vehicle with a Gross Vehicle Weight Rating (GVWR) or Gross Combination Vehicle Weight (GVW), whichever is greater, in excess of 10,001 pounds or more;
- c. You will not use the Dolly Platform to engage in any activity or Services which would necessitate classification or registration as a Motor Carrier (MC) or other regulated transportation provider subject to regulation by the DOT and/or similar state or federal departments or agencies;
- d. You will not use the Dolly Platform to engage in the transportation of goods or passengers for hire beyond the scope of this Agreement or in a manner that would necessitate classification as a Motor Carrier (MC) for purposes of providing such transportation;
- e. You will not hold yourself out as a carrier or offering transportation services to the public in connection with your use of the Dolly Platform;
- f. You will under no circumstances during the provision of any Services related to this Agreement transport hazardous materials as defined by the DOT and other similar state or federal departments or agencies;
- g. You will hold and maintain a valid driver's license necessary for the operation of the vehicle that you are using to perform the Services and all licenses, permits, certificates, approvals and/or authority applicable to you from the appropriate agency, department, or other authority that are necessary to provide said Services;
- a. You will maintain your vehicle used to perform the Services in good operating condition, consistent with all applicable industry safety standards;
- b. You will maintain lawful possession of that vehicle; and,
- c. You will drive safely and obey all traffic laws when performing the Services.

3.5 Representations and Warranties: If you access and use the Dolly Platform, you represent and warrant that at all times:

- a. You are legally qualified in accordance with all applicable federal, state, and local laws to provide the Services;
- b. You are at least 18 years of age;
- c. You are doing so as an independent contractor and not as an employee of Dolly;
- d. You possess the appropriate and current level of training, expertise, and experience to provide the Services in a professional manner with due skill, care, and diligence, and can lift at least 75 pounds;
- e. You will comply with all applicable laws, rules, and regulations when performing the Services, including all federal, state, and local laws, rules and regulations regarding

insurance, licensing, bonding, the transportation industry (including but not limited to those established by the Department of Transportation), and any other necessary condition required to perform the Services;

- f. Your execution and delivery of this Agreement and your performance of your obligations under this Agreement will not result in your breach of or default under any agreement or arrangement by which you are bound;
- g. All information that you provide to Dolly, whether verbally or in writing, will be complete and accurate;
- h. You hold and will maintain all licenses, permits, certificates, and/or registrations applicable to you that are required to perform or provide any Services and will avoid any Requests and/or Services that would be unlawful for you to accept and/or perform without the necessary licenses, permits, certificates, and/or registrations;
- i. You will keep Requestor personal information confidential and not share, distribute or sell their information except with the Requestor's express consent, including after this Agreement terminates;
- j. You are operating as a sole proprietor, partnership, limited liability company, limited liability partnership, corporation or other business entity when using the Dolly Platform;
- k. You are customarily engaged in an independently established business of the same nature as the services performed for Requestors through the Dolly Platform, and maintain an independent clientele;
- l. You will comply with all laws, including, but not limited to, all laws governing payment of income taxes, self-employment taxes and service taxes, and all other federal, state, local and foreign taxes of any nature imposed with respect to your obligations under this Agreement;
- m. You will act professionally and responsibly in your interactions with, and fulfill the commitments you make to, Requestors; and,
- n. You will comply fully with the terms of this Agreement.

You acknowledge and agree that all of your representations and warranties made in this Agreement, including those set forth above, are (1) made intentionally and deliberately to lead Dolly to believe such representations and warranties to be true and to reasonably rely and act upon such belief by Dolly entering into and/or performing its obligations under this Agreement; and (2) factually true and correct, and that this Agreement and your representations and warranties contained herein can be used by Dolly as a sworn statement of fact made under penalty of perjury under the laws of any state and/or the United States of America in connection with any legal proceeding, and that you will not be permitted to contradict such representations and warranties in any such legal proceeding.

4. Payment and Financial Terms

4.1 Payments: You will receive payment for applicable Helper Fees, Tips (defined below), Cancellation Fees (defined below), and Force Majeure Fees (defined below) through a third-party platform.

4.2 Tips: After you complete a Request, the Requestor has the option, but not the obligation, to pay you a gratuity in addition to the Helper Fee (a “Tip”). Dolly does not take any commission or other fee out of any Tip. If you perform the Services alone, you will receive 100% of the Tip. If you perform any Services with a Subcontractor(s), the tip will be equally split between you and the applicable Subcontractor(s) unless otherwise directed by you or the Requestor.

4.3 Cancellation Fees: If a Requestor cancels their Request after you have accepted it and have been matched with the Requestor for the Request, but more than 24 hours before the applicable Services were to be performed, you will not receive a Helper Fee for that Request. If a Requestor cancels their Request after you have accepted it and have been matched with the Requestor for the Request, but less than 24 hours before the applicable Services were to be performed, you will not receive or be paid the Helper Fee for that Request, but you will be paid a “Cancellation Fee”, as determined by Dolly.

4.4 Force Majeure Fees: If you start to perform the Services for the Requestor and have started the Request within the Dolly application, but are unable to complete the applicable Services for reasons outside of your or Dolly’s control (for example, the Requestor’s property is not available at its pick-up location), you will be paid a “Force Majeure Fee”, as determined by Dolly.

4.5 Taxes: You acknowledge and agree that you are responsible: (a) for all tax obligations related to you or your Subcontractors performing the Services as independent contractors, and (b) for calculating and remitting all tax liabilities related to Services you or your Subcontractors perform as required by applicable law. You agree to promptly provide Dolly with complete and accurate tax information as requested including, but not limited to, the U.S. tax-identification number for you or your applicable business entity. Dolly will not withhold any taxes from your earnings, except as otherwise required by law. As required by applicable law, Dolly will report earnings paid to you via IRS Form 1099-K or as otherwise required by applicable law.

5. Term and Termination

The term of this Agreement will commence on the Effective Date and continue until you or Dolly provides the other party written notice of the desire to terminate the Agreement. Either you or Dolly may terminate this Agreement at any time upon written notice. To send written notice to Dolly, send a letter to:

Dolly Inc.
Legal Department
10800 Alpharetta HWY, STE 208-562
Roswell, GA 30076-1467

Dolly will send written notice to you via the email address on file and/or via the Dolly Platform.

Upon any termination of this Agreement, except as specified in the Agreement, each party's obligations under this Agreement will immediately cease. Termination of this Agreement, however, shall not relieve either party from any rights or obligations incurred before termination.

Any notices to Dolly under this Agreement shall be delivered to the address above.

6. Collection, Use, Disclosure, Retention, or Deletion of Your Personal Information

Dolly will collect, use, disclose, retain, or delete your personal information in accordance with its Privacy Policy, which can be accessed at <https://dolly.com/privacy>.

7. Indemnification

Dolly shall have no liability for any loss, liability, damage, or expense incurred by you or your Subcontractors in the performance of your obligations hereunder. You shall indemnify, defend, and hold harmless Dolly and its affiliates from and against any and all liabilities incurred in connection with (i) your use of, inability to use, or participation on, the Platform; (ii) your participation in Requests, or your ability or inability to perform Requests or to receive payment therefor; (iii) your breach or violation of the Agreement; (iv) your violation of any law, or the rights of any Helper, Hand, Assistant, Customer, Requestor or third party; (v) the acts or omissions of any Assistants; (vi) death or injury of any person or persons, including but not limited to you or your Subcontractors; (vii) damage to or destruction or loss of any property or properties; (viii) the failure of you or your Subcontractors to perform any of your obligations hereunder, (ix) any unpaid taxes; and/or, (x) any negligent act or willful misconduct by you or your Subcontractors, or your performance of the Services.

You shall be excused from the foregoing obligation to indemnify, defend, and hold harmless notwithstanding any concurrent negligence of Dolly only in the event of claims, demands, losses, damages, liabilities or expenses which arise exclusively out of Dolly's sole negligence, or which arise exclusively out of willful misconduct committed solely by Dolly. Your obligations hereunder shall survive the termination or expiration of this Agreement to and until the last day permitted by law for bringing any claim, demand, or legal proceeding with respect to which indemnification may be claimed under this paragraph.

8. EXCLUSION AND CONSEQUENTIAL AND RELATED DAMAGES

IN NO EVENT WILL DOLLY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, PROPERTY (PERSONAL OR PROPERTY), PHYSICAL LOSSES, OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOLLY PLATFORM, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE

OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) AND EVEN IF DOLLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

9. LIMITATION OF LIABILITY

FOR ANY LOSS OR DAMAGE THAT IS NOT EXCLUDED UNDER THIS AGREEMENT, THE TOTAL LIABILITY OF DOLLY AND ITS DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES AND THE DIRECTORS, EMPLOYEES AND AGENTS OF ITS AFFILIATES WILL NOT EXCEED THE AMOUNT OF HELPER FEES PAID TO YOU IN THE 6 MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE LIMITATIONS SET FORTH IN THIS SECTION 11 AND SECTION 12 WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

10. Dispute Resolution and Arbitration Agreement

PLEASE READ THIS SECTION CAREFULLY — IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE OR REPRESENTATIVE ACTION AGAINST DOLLY TO THE FULLEST EXTENT PERMITTED BY LAW, AND GOVERNS HOW YOU AND DOLLY CAN BRING CLAIMS COVERED BY THIS ARBITRATION AGREEMENT. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND DOLLY TO SUBMIT CLAIMS TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN ON A CLASS, COLLECTIVE OR REPRESENTATIVE ACTION BASIS TO THE FULLEST EXTENT PERMITTED BY LAW.

BY ENTERING INTO THIS ARBITRATION AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ, ACKNOWLEDGE AND AGREE, WITHOUT LIMITATION OR QUALIFICATION, TO BE BOUND BY THIS ARBITRATION AGREEMENT AND YOU ACCEPT ALL OF ITS TERMS.

10.1 Agreement to Binding Arbitration: IN EXCHANGE FOR THE BENEFITS OF THE SPEEDY, ECONOMICAL, AND IMPARTIAL DISPUTE RESOLUTION PROCEDURE OF ARBITRATION, YOU AND DOLLY MUTUALLY AGREE TO WAIVE YOUR RESPECTIVE RIGHTS TO RESOLUTION OF ALL DISPUTES OR CLAIMS COVERED BY THIS ARBITRATION AGREEMENT IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTES BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS AS SET FORTH HEREIN.

This agreement to arbitrate (“Arbitration Agreement”) is governed by the Federal Arbitration Act (“FAA”) and survives the termination of the Agreement and your relationship with Dolly.

To the fullest extent permitted by applicable law, you and Dolly agree to arbitrate any and all disputes and claims (the “Claim(s)”) in any way relating to, arising from or regarding your use of the Dolly Platform, your relationship with Dolly, the Services, or the Agreement(s), including Claims by Dolly, Claims against Dolly and Claims against Dolly’s Affiliates. “Affiliates” include Dolly’s parents, affiliates, licensors, and their respective directors, officers, shareholders, agents, investors, subsidiaries, attorneys, representatives, insurers, employees, successors and assigns.

To the fullest extent permitted by applicable law, this includes, but is not limited to, claims related to payments, any city, county, state or federal wage and hour law, compensation, meal or rest breaks, expense reimbursement, wrongful termination, discrimination, harassment, retaliation, fraud, defamation, trade secrets, unfair competition, personal injury, property damage or loss, emotional distress, any promotions or offers made by Dolly, or the threatened or actual suspension or deactivation of your account; breach of any express or implied contract or breach of any express or implied covenant; claims arising under federal or state consumer protection laws; claims arising under antitrust laws; claims arising under the Telephone Consumer Protection Act and Fair Credit Reporting Act; claims arising under the Fair Labor Standards Act, Civil Rights Act, Uniform Trade Secrets Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Family Medical Leave Act, Employee Retirement Income Security Act (except for individual claims for employee benefits under any benefit plan sponsored by Dolly and covered by the Employee Retirement Income Security Act or funded by insurance), and state or local statutes, if any, addressing the same or similar subject matters; and all other federal, state or local statutory and common law claims.

If there is a dispute about the arbitrability of any claim (including about the formation, scope, applicability, interpretation, validity, and enforceability of this Arbitration Agreement), you and Dolly agree that this threshold dispute shall be resolved by the arbitrator, except as expressly provided below. To the extent that any third-party beneficiary to this Arbitration Agreement brings claims against a party, those claims shall also be subject to this Arbitration Agreement. If either party brings both arbitrable and non-arbitrable claims in the same action or related actions, both agree that the non-arbitrable claims shall be stayed until the conclusion of the arbitration, to the fullest extent permitted by law.

YOU UNDERSTAND AND AGREE THAT YOU AND DOLLY ARE WAIVING THE RIGHT TO SUE IN COURT OR HAVE A JURY TRIAL FOR ALL DISPUTES AND CLAIMS, UNLESS EXPRESSLY EXCLUDED IN THIS ARBITRATION AGREEMENT. THIS ARBITRATION AGREEMENT IS INTENDED TO REQUIRE ARBITRATION OF EVERY CLAIM OR DISPUTE THAT CAN LAWFULLY BE ARBITRATED, EXCEPT THOSE CLAIMS AND DISPUTES THAT, BY THE TERMS OF THIS ARBITRATION AGREEMENT, ARE EXPRESSLY EXCLUDED FROM THE REQUIREMENT TO ARBITRATE.

10.2 Prohibition of Class Actions and Non-Individualized Relief: Except as otherwise required under applicable law, you and Dolly agree that any arbitration will be limited to the Claim between Dolly (and/or, if applicable, its Affiliates) and you individually. YOU ACKNOWLEDGE

AND AGREE THAT YOU AND DOLLY ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR ANY OTHER REPRESENTATIVE PROCEEDING ("Class Action Waiver"). Further, unless both you and Dolly otherwise agree, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of any class or representative proceeding. The arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. Notwithstanding the foregoing, this Class Action Waiver shall not apply to California Private Attorney General Act Claims, which are addressed separately below.

Notwithstanding any other provision of the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability, or validity of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (i) the Claim is filed as a class, collective, or representative action and (ii) there is a final judicial determination that the Class Action Waiver is unenforceable as to any Claims, then those Claims shall be severed from any remaining Claims and may remain in a civil court of competent jurisdiction, but the Class Action Waiver shall be enforced in arbitration on an individual basis as to all other Claims to the fullest extent possible.

10.3 Representative PAGA Waiver: Notwithstanding any other provision of the Arbitration Agreement or the AAA Rules, to the fullest extent allowed by law: (1) you and Dolly agree not to bring a representative action on behalf of others under the California Private Attorneys General Act ("PAGA"), California Labor Code § 2698 et seq., in any court or in arbitration, and (2) for any claim brought on a private attorney general basis, including under PAGA, both you and Dolly agree that any such Claim shall be resolved in arbitration on an individual basis only (i.e., to resolve whether you have personally been aggrieved or subject to any violations of law), and that such an action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, "Representative PAGA Waiver").

Notwithstanding any other provision of the Arbitration Agreement or the AAA Rules, disputes regarding the scope, applicability, enforceability, revocability, or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from the Arbitration Agreement; (ii) severance of the unenforceable provision shall have no impact whatsoever on the Arbitration Agreement or the requirement that any remaining Claims be arbitrated on an individual basis pursuant to the Arbitration Agreement; and (iii) any such representative PAGA or other representative private attorneys general act Claims must be litigated in a civil court of competent jurisdiction and not 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 representative PAGA Waiver is unenforceable with respect to those Claims, the parties agree that court litigation of those Claims shall be stayed pending the outcome of any individual Claims in arbitration.

10.4 Rules and Logistics Governing Arbitration: In order to initiate arbitration, a claim must be filed with the American Arbitration Association (“AAA”) and the written Demand for Arbitration (available at www.adr.org) must be provided to the other party. The arbitration will be commenced and conducted under the AAA Rules in effect at the time the arbitration is initiated and modified by the terms set forth in the Arbitration Agreement, and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website www.adr.org or by calling the AAA at 1-800-778-7879. Notwithstanding the foregoing, if requested by you and if proper based on the facts and circumstances of the Claims presented, the arbitrator shall have the discretion to select a different set of AAA Rules. You and Dolly agree that the arbitration shall be administered before a single arbitrator mutually agreed upon by the parties, and if the parties cannot agree within 30 days after names of potential arbitrators have been proposed, then by a single arbitrator who is chosen by the AAA.

As part of the arbitration, the parties will have the opportunity for reasonable discovery of non-privileged information that is relevant to the Claim(s). The arbitrator may award any individualized remedies that would be available in court. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual Claims. The arbitrator will provide a reasoned written statement of the arbitrator’s decision, which shall explain the award given and the findings and conclusions on which the decision is based.

The arbitrator will decide the substance of all Claims in accordance with applicable law and will honor all claims of privilege recognized by law. Claims will be governed by their applicable statute of limitations and failure to demand arbitration within the prescribed time period shall bar the Claims as provided by law. The arbitrator’s award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules) subject to the following modifications:

- a. (i) If Dolly initiates arbitration under this Arbitration Agreement, Dolly will pay all AAA filing and arbitration fees.
- b. If you file a Claim in accordance with this Arbitration Agreement and the associated claim for damages does not exceed USD \$10,000, Dolly will pay all AAA filing and arbitration fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).
- c. If you file a Claim in accordance with this Arbitration Agreement and the associated claim for damages exceeds USD \$10,000, Dolly shall pay all costs unique to arbitration (as compared to the costs of adjudicating the same claims before a court), including the regular and customary arbitration fees and expenses, and you shall be responsible for contributing up to an amount equal to the filing fee that would be paid to initiate the claim

in the court of general jurisdiction in the state in which the Service was performed, unless a lower fee amount would be owed by you as required by law or the applicable AAA Rules. Any dispute as to whether a cost is unique to arbitration shall be resolved by the arbitrator. If the arbitrator finds that the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), however, then the allocation of fees will be governed by the applicable AAA Rules.

- d. Except as required by law or the applicable AAA Rules, each party shall pay its own attorneys' fees and pay any costs that are not unique to the arbitration (i.e., costs that each party would incur if the Claim(s) were litigated in a court, such as costs to subpoena witnesses and/or documents, take depositions and purchase deposition transcripts, copy documents, etc.).
- e. At the conclusion of any arbitration, the arbitrator may award reasonable fees and costs or any portion thereof to the prevailing party, to the extent authorized by applicable law or the applicable AAA Rules.

Unless you and Dolly agree otherwise, any arbitration hearings will take place remotely or in the county of your billing address. If AAA arbitration is unavailable in your county and the parties wish to proceed with an in-person hearing, the arbitration hearings will take place in the nearest available location for a AAA arbitration.

10.5 Exceptions to Arbitration: The Arbitration Agreement shall not require arbitration of the following types of claims:

- a. Claims for workers' compensation, disability insurance, and unemployment insurance benefits;
- b. Small claims actions that are within the scope of small claims court jurisdiction and brought on an individual basis;
- c. Applications for provisional remedies, preliminary injunctions, and temporary restraining orders relating to actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights;
- d. Representative action brought on behalf of others under PAGA or other private attorney general acts, to the extent the representative PAGA Waiver in Section 24(A)(I)(c) is deemed unenforceable by a court of competent jurisdiction under applicable law not preempted by the FAA; and
- e. Claims that have been expressly excluded from mandatory arbitration by the Federal Arbitration Act or a governing law not preempted by the FAA.

Nothing in this Arbitration Agreement prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs, or a similar local, state or federal agency or entity, and nothing in this Arbitration Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration. Your Helper Agreement and

Arbitration Agreement do not prevent you from participating in an investigation by a government agency or entity of any report, claim or charge otherwise covered by this Arbitration Agreement and do not prevent you from receiving an award for information provided to any government agencies.

10.6 Severability: In addition to the above severability provisions, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable under applicable law not preempted by the FAA, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

10.7 Opt Out of Arbitration Agreement: You may opt out of the requirement to arbitrate if you have not previously agreed to an arbitration provision, including in any prior Helper Agreement. If you have previously agreed to such an arbitration provision, opting out of this Arbitration Agreement has no effect on any previous, other, or future arbitration agreements that you may have with Dolly.

You may opt out of the Arbitration Agreement by notifying Dolly in writing within 30 days of receipt of this Arbitration Agreement. To opt out, you must send a written notification to Dolly at:

Dolly Inc.
Legal Department
10800 Alpharetta HWY, STE 208-562
Roswell, GA 30076-1467

The notification must include: (i) your name, (ii) your address, (iii) your telephone number, (iv) your email address affiliated with your Dolly account, and (v) a clear statement indicating that you wish to opt out of the Arbitration Agreement.

By signing below, or by continuing to use the Dolly Platform, including to provide Services and receive Helper Fees, for 30 days after Dolly provides you with this Arbitration Agreement, you acknowledge and agree that you have read this arbitration agreement carefully, are bound by it and are WAIVING ANY RIGHT TO HAVE A TRIAL BEFORE A COURT OR JURY OF ANY AND ALL CLAIMS SUBJECT TO ARBITRATION UNDER THIS ARBITRATION AGREEMENT.

11. General Provisions

Except as expressly set forth herein (including as set forth in section 10.7), this Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings, written or oral, with respect to such subject matter and all past dealing or industry custom. Dolly reserves the right, at its sole and absolute discretion, to change, modify, add to, supplement, suspend, or delete any of the terms and conditions of this Agreement effective upon written notice to you and your subsequent use of the Dolly Platform, except where prohibited by any laws or regulations in your jurisdiction.

As a Helper, you are operating as an independent contractor, and you acknowledge that, as an independent contractor, you are not eligible to participate in any benefits program or employee welfare benefit plan Dolly offers its employees (if any). No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship exists, is intended or created between you and Dolly by the Agreement or your use of the Dolly Platform. This Agreement is non-exclusive. Dolly is free to enter into agreements with third parties regarding services similar to the Services. You are free to enter into agreements and perform services for third parties during the term of the Agreement, provided that such services do not require you to violate your obligations under this Agreement.

This Agreement will be governed by and construed in accordance with the laws of the state of California applicable to agreements made and to be entirely performed within the state of California, without resort to its conflict of law provisions.

Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by you, by operation of law or otherwise, without the prior written consent of Dolly, and any attempted transfer, assignment or delegation without such consent will be void and without effect. No failure or delay (in whole or in part) on the part of a party to exercise any right or remedy hereunder will operate as a waiver thereof or affect any other right or remedy. All rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default.

The paragraph headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. The provisions of the Agreement are intended to be interpreted in a manner which makes them valid, legal, and enforceable.

In the event any provision is found to be partially or wholly invalid, illegal or unenforceable, (1) such provision shall be modified or restructured to the extent and in the manner necessary to render it valid, legal, and enforceable, or (2) if such provision cannot be so modified or restructured, it shall be excised from the Agreement without affecting the validity, legality or enforceability of any of the remaining provisions and all other provisions of this Agreement will remain in full force and effect.

Even if you do not sign this Agreement, if you decide to continue using the Dolly Platform, including to provide Services and receive Helper Fees, 30 days after Dolly sent you this Agreement, you will be deemed to have accepted and agreed to be bound by this Agreement, including its Arbitration Agreement contained herein.

I acknowledge and affirm that I have read, understood, and agreed to all the terms and conditions outlined in the Dolly Inc. Helper & Hand User Agreement, including the Dispute Resolution and Arbitration Agreement.

Name:

Signature:

Date: