

Toolbox User Agreement and Terms of Platform For Customers

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Welcome to Toolbox!

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AGREEMENT, WITH A CLASS ACTION WAIVER, THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE COVERED DISPUTES, RATHER THAN JURY TRIALS OR COURT TRIALS.

This User Agreement and Terms of Service for Customer (“**Customer Terms**”) is an agreement between MyToolbox Technologies, Inc., and its affiliate Toolbox Contracting LLC (individually and collectively, “**Toolbox**”, “**we**”, “**us**” or “**our**”), which provides access to and use of a proprietary online platform, that connects users seeking to provide construction services (“**Workers**”) with companies seeking such services (“**Customers**,” “**you**,” or “**your**”), through our website found at <https://www.trytoolbox.com> and all related sub-domains, and all related tools and services or through downloadable mobile or other applications that we make available to you, including without limitation any content, functionality and services offered on or through our website (collectively, the “**Platform**”).

1. Acceptance of the Customer Terms

These Customer Terms are entered into by and between Toolbox and Customer. These Customer Terms, which include any supplemental agreements and documents they expressly incorporate by reference, govern your access and use of the Platform.

You must read, agree to, and accept all of the terms and conditions contained in these Customer Terms in order to use the Platform. **By browsing, using, signing up for, downloading, or otherwise accessing any part of the Platform, or by clicking to accept or agree to the Customer Terms when this option is made available to you, you accept and agree to be bound and abide by these Customer Terms, and our Privacy Policy, available at <https://app.trytoolbox.com/privacy-policy>.** If you do not want to agree to these Customer Terms or the Privacy Policy, you must not access or use the Platform. If you are using the Platform on behalf of an organization, you represent that you have the right to bind such organization to these Customer Terms, and the terms “Customer” and “you” will include both you, the individual user, and such organization.

This Platform is offered and available to Customers who are 18 years of age or older. By using this Platform, you represent and warrant that you are of legal age to form a binding contract with Toolbox and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform.

2. Overview of the Platform

The Toolbox Platform enables Workers to connect with Customers seeking construction services (“**Specified Purpose**”). Customers may at their discretion engage Workers. For the purposes of these Customer Terms, “work” shall refer to services to be performed pursuant to an independent contractor relationship. Please note Toolbox does not guarantee that Workers will be engaged by Customers. Toolbox also does not make any guarantees or representations to Customers in regards to the Workers.

3. Relationship.

3.1 These Customer Terms state the terms under which Customer has the right to use the Platform, and the obligation to pay the Platform Fees, if applicable.

3.2 Workers are independent contractors who use the Platform to offer their services and to perform work on specific projects for Customers. Toolbox is not a party to any services agreement between Customers and Workers. Toolbox has no responsibility for, control over, or involvement in the scope, nature, quality character, timing, or location of any work or services performed by a Worker.

3.3 A customer may also determine that a Worker should be an employee. If so, the Customer is solely responsible for and has complete discretion with regard to selection of any Worker for any project. Customer is solely responsible for and assumes all liability for determining whether Workers should be engaged as independent contractors or employees of Customer and engaging them accordingly. Customer warrants its decisions regarding classification are correct and its manner of engaging Worker complies with applicable laws, regulations, and rules. Toolbox will have no input into, or involvement in, worker classification as between Customer and Worker and both the Customer and Worker agree that Toolbox has no involvement in and will have no liability arising from or relating to the classification of a Worker generally or with regard to a particular engagement.

3.4 Toolbox is not an employer or joint employer of any Worker. Toolbox is not responsible for the performance or non-performance of any Customer or any Worker. Each Worker is solely and entirely responsible for the Worker’s acts and for the acts of the Worker’s employees, agents and subcontractors. Each Customer is solely and entirely responsible for the Customer’s acts and for the acts of the Customer’s employees, agents and subcontractors.

3.5 In the event Customer uses a third party to manage Workers on the Platform on behalf of Customer, the third party is deemed the Customer’s agent for this and all related purposes. Customer will remain responsible for all obligations set forth in these Customer Terms, including without limitation those regarding payment, data ownership, confidential information, and indemnity. In the event the third party breaches these Customer Terms (or the Terms of Service or Privacy Policy) while acting on Customer’s behalf, Customer is responsible for such breach, including any related indemnity. Customer shall provide the third party with administrator privileges on Customer’s account. Except as expressly provided herein, Customer shall not otherwise grant a third party access to its administrator account, and shall not sublicense, assign, sell, grant, or otherwise transfer its privileges under these Customer Terms.

4. Interactions between Workers and Customers

We are not responsible for any Customer's selection, communication with or subsequent relationship with any Worker. The decision to hire or engage or to work is solely at the discretion of each such Customer or Worker. We disclaim all responsibility for the accuracy of any Customer or Worker information, including Customer or Worker personal information or information made available in project request. While we may assist Customers or Workers with information they provide, each remains solely responsible for the information they publish or discuss on the Platform. All Customers or Workers agree and acknowledge that a Customer has no obligation to offer or provide work to any Worker, and that a Worker has no obligation to accept work from any Customer and that any interactions between them are at their own risk. Failure by either Customer or Worker to fulfill its agreed service to another remains their respective responsibility and not the responsibility of Toolbox. When interacting with other Customers or Workers, you should exercise caution and common sense to protect your property and intellectual property. Neither Toolbox nor any of our affiliates, agents, directors, employees, suppliers, investors, or licensors will be liable for any claim, injury, or damage arising in connection with your use of the Platform.

To the extent that a Customer offers work to a Worker through the Platform, it is the Customer's sole responsibility to determine the appropriate work classification status of such Worker under applicable law (whether as an employee, independent contractor or otherwise), whether such Worker is eligible and/or authorized under applicable law to perform work for the Customer, and whether such Worker is otherwise eligible for or entitled to any rights or benefits from Customer under applicable law. We will not be involved in any such determinations and disclaim any responsibility for doing so.

6. Accessing the Platform and Account Security

We reserve the right to discontinue or amend this Platform, and any service or material we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to Customer or Worker, including registered Customers or Workers. You are responsible for making all arrangements necessary for you to have access to the Platform, and ensuring that all persons who access the Platform through Your internet connection are aware of these Customer Terms and comply with them.

To access the Platform, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current and complete. You agree that all information you provide to register with this Platform or otherwise, including but not limited to through the use of any interactive features on the Platform, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password or any other piece of information as part of our registration or security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Platform or portions of it using your username, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other

breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record Your password or other personal information.

We have the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Customer Terms.

5. Payment

Users may browse the Platform for free. Workers may post offerings of their services for free. In the event a Customer engages a Worker through the Platform (as an employee or a contractor), Toolbox will retain a percentage of the amount paid to the Worker through the Platform (the “Platform Fee”). Customers who wish to engage Workers through the Platform must provide Toolbox (or our designated third-party payment provider) with accurate and valid credit card or other payment information and update their credit card or other payment information in the event any information provided becomes invalid or incomplete. If any charge is rejected by our bank or payment providers, you are still liable to pay the charged amount. We retain the right to charge interest on any overdue balance at the rate of 1.5% per month, or the maximum amount permitted by law (if lower). You will also be responsible for our reasonable costs of collection, including attorney’s fees, if we deem it necessary to take any legal or administrative action to collect unpaid fees.

Toolbox reserves the right to change the terms of registration from time to time. If Toolbox changes its payment structure or implements other payment-related charges for use of the Platform, we will give you advance notice of these changes.

6. Our Intellectual Property Rights

The Platform and its entire contents, features and functionality including but not limited to all information, software, text, data, displays, images, video and audio, and the design, selection and arrangement thereof (“**Our Property**”), are owned by Toolbox, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

Subject to the terms and conditions herein, we grant you the non-exclusive, limited, revocable right to access and use Our Property solely to the extent necessary for you to use the Platform for the Specified Purpose only, as permitted by these Customer Terms. We reserve all other rights. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit Our Property or any of the material on our Platform, except as follows:

6.1 Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.

6.2 You may store files that are automatically cached by Your Web browser for display enhancement purposes.

6.3 If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use.

You must not delete or alter any copyright, trademark, or other proprietary rights notices from Our Property. You must not access or use for any commercial purposes other than the Specified Purpose any part of the Platform or any services or materials available through the Platform. If you wish to make any use of material on the Platform other than that set out in this section, please address your request to support@trytoolbox.com.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Platform in breach of the Customer Terms, your right to use the Platform will cease immediately and You must, at our option, return or destroy any copies of the materials You have made. No right, title, or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by Toolbox. Any use of the Platform not expressly permitted by these Customer Terms is a breach of these Customer Terms and may violate copyright, trademark, and other laws.

The marks TOOLBOX, MYTOOLBOX, the Toolbox logo and all related names, logos, product and service names, designs and slogans are trademarks of Toolbox or its affiliates or licensors. You must not use such marks without the prior written permission of Toolbox. All other names, logos, product and service names, designs and slogans on this Platform are the trademarks of their respective owners, and each owner retains all rights in its marks. Any use of marks displayed on the Platform will inure solely to the benefit of their respective owners.

7. Prohibited Uses

You may use the Platform only for lawful purposes and in accordance with these Customer Terms. You agree not to use the Platform:

7.1 In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

7.2 For the purpose of exploiting, harming, attempting to exploit, or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.

7.3 To solicit work requests as a Customer, or offer to provide services as a Worker, that we deem inappropriate in any way.

7.4 To send, knowingly receive, upload, download, use or re-use any material, which does not comply with the Content Standards, set out in these Customer Terms.

7.5 To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.

7.6 To impersonate or attempt to impersonate Toolbox, a Toolbox employee, another User or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).

7.7 To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm Toolbox or Users of the Platform or expose them to liability.

Additionally, you agree not to:

7.8 Use the Platform in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform.

7.9 Use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.

7.10 Use any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without our prior written consent.

7.11 Use any device, software, or routine that interferes with the proper working of the Platform.

7.12 Introduce any viruses, Trojan horses, worms, logic bombs or other material, which is malicious or technologically harmful.

7.13 Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform.

7.14 Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.

7.15 Establish a link from any website that is not owned or operated by you.

7.16 Cause the Platform or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.

7.17 Link to any part of the website other than the homepage.

7.18 Otherwise, attempt to interfere with the proper working of the Platform.

8. Rights in User Content

8.1 The Platform allows Customers or Workers to create, upload, post, submit, publish, display or transmit to other Platform Users (hereinafter, "post") content or materials, including related to the posting of Worker profiles and Customer listings and the engagement or hiring of Workers by Customers (collectively, "**User Content**") on or through the Platform. All User

Content must comply with these Customer Terms.

8.2 Any User Content You post to the Platform will be considered non-confidential and non-proprietary. You hereby grant and agree to grant us a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid, transferable license, with the right to sublicense through multiple tiers, to copy, edit, modify, adapt, publish, transmit, distribute, prepare derivative works, perform, display, use, and otherwise exploit in any manner, your User Content in connection with operation and promotion of the Platform and any other purposes reasonably related to the Platform or our business. To the extent reasonably necessary or appropriate to effect or support the license granted by you above, you hereby waive and agree to waive (or if not waivable, agree not to assert) any rights of privacy or publicity, or any moral rights or other similar rights, with respect to your User Content.

8.3 You also hereby grant and agree to grant each other User a worldwide, non-exclusive, royalty-free license to access, and use your User Content which (a) you transmit to such User via the Platform or (b) you post within any area of the Platform that is available to Users generally, in each case solely for such User's use of the Platform for the Specified Purpose, in accordance with the terms and conditions herein.

8.4 You agree that we are not responsible for any use or disclosure of Your User Content by other Users or any third party who gains access to it through the Platform (which may include unintended activities by third parties, such as by hackers).

8.5 You represent and warrant that: (1) You own or control all rights in and to your User Content and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns; (2) All of Your User Content does and will comply with these Customer Terms.

8.6 You understand and acknowledge that You are responsible for any User Content You submit or contribute, and you, not Toolbox, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any User Content posted by You or any other User of the Platform. Upon termination of your Toolbox account or these Customer Terms, we have no obligation to return any User Content to you, so you should retain copies of all of Your User Content.

9. Monitoring and Enforcement of User Content

We have the right to: (a) Remove or refuse to post any User Content for any or no reason in our sole discretion; (b) Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates these Customer Terms infringes any intellectual property right or other right of any person or entity, threatens the personal safety of Users of the Platform or the public or could create liability for Toolbox; (c) Disclose Your identity or other information about You to any third party who claims

that material posted by You violates their rights, including their intellectual property rights or their right to privacy; (d) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform. (e) Terminate or suspend Your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Customer Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. YOU WAIVE, AND HOLD HARMLESS TOOLBOX AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM, ALL CLAIMS RESULTING FROM ANY ACTION OR INACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We do not undertake to review all User Content before it is posted on the Platform, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any User or third party.

10. Content Standards

These content standards apply to any and all User Content. User Content must in its entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Content must not: (a) contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable; (b) Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (c) Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person; (d) Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Customer Terms and our Privacy Policy; (e) Be likely to deceive any person; (f) promote any illegal activity, or advocate, promote or assist any unlawful act; (g) cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person; (h) impersonate any person, or misrepresent Your identity or affiliation with any person or organization; (i) involve commercial activities or sales other than related to the Specified Purpose, such as contests, sweepstakes and other sales promotions, barter or advertising; (j) Give the impression that it emanates from or is endorsed by Toolbox or any other person or entity, if this is not the case; (k) Include contact information (such as a telephone number or e-mail address) in offers for transactions that would allow Users to circumvent the functionality of the Platform.

11. Copyright Infringement

If you believe that any User Content violates Your copyright, please send us a notice of copyright infringement at copyright@trytoolbox.com. It is the policy of Toolbox to terminate the accounts of repeat infringers.

12. Reliance on User Content

Toolbox makes no representation, warranty, or endorsement regarding any User, the Platform or the authenticity, accuracy, completeness or usefulness of any User Content displayed in connection with the Platform. Any reliance you place on such information is strictly at Your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its contents. Toolbox is under no obligation to verify the identity or background of Users or User Content, and all Users should be careful and exercise caution in entering into transactions or otherwise interacting with other Users. By using the Platform, you agree that the sole remedy for any damage or harm inflicted by other Users will be limited to claims against such Users, and that you will not seek monetary damages or any other remedy from Toolbox in connection with such events.

13. Suspension and Termination, and Changes to the Platform

These Customer Terms will remain in effect until terminated by either party. Customer may terminate these Customer Terms for any or no reason at any time by providing written notice to the other party, subject only to the obligation to complete any project then in-progress. Toolbox may terminate these Customer Terms for material breach of these Customer Terms.

If these Customer Terms are terminated, you agree: (a) to continue to be bound by these Customer Terms, (b) to immediately stop using the Platform, (c) that the license and rights provided by us under these Customer Terms shall end, (d) that we reserve the right (but have no obligation) to delete all of your User Content, and (e) that we shall not be liable to you, or any third party, for compensation, reimbursement, or damages in connection with your use of the Platform or for termination of access to your account except that you. Sections 1, 4 through 22 and 26 through 31, any accrued obligations and remedies hereunder, and any other provisions that by their nature should reasonably survive, shall survive the termination or expiration of these Customer Terms.

Upon any termination, neither party will be relieved of the obligation to pay any fees due, which accrued before the termination date. In addition to any other remedies it may have under these Customer Terms, Toolbox reserves the right to suspend or terminate Customer access to the Platform in order to protect Toolbox's rights and interests. Any outstanding obligations of Toolbox to provide the Customer with tax reports or other payment information shall survive the termination of these Customer Terms.

14. Privacy Policy

All information we collect on this Platform is subject to our Privacy Policy, which is incorporated herein by reference. By using the Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

15. Links from the Platform

If the Platform contains links to other sites and resources provided by third parties, these links are provided for Your convenience only. This includes links contained in advertisements, including

banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from Your use of them. If You decide to access any of the third party Services linked to this Platform, You do so entirely at Your own risk and subject to the terms and conditions of use for such Services.

16. No Circumvention; Non-Interference

Worker shall do all work for Customers through the Platform only. Customer shall not accept proposals from, receive services from, remit complete or partial payments to, or otherwise engage Worker without utilizing Toolbox as the intermediary of the transaction, or in any way otherwise circumvent, or attempt to circumvent, Toolbox without complying with Section 16.1 below.

16.1 Buy Out Fee. Subject to (a) Customer's prior written notice to Toolbox and (b) full payment of the Buyout Fee (defined below), Customer may at any time during or after the term, engage or hire Worker outside of the Platform. Unless otherwise agreed upon by Toolbox and Customer, within thirty (30) days of hiring or engaging Worker, Customer shall pay Toolbox a buyout fee that equals 25% of the Worker's Annual Platform Earnings or \$5,000, whichever is higher ("Buyout Fee") if Worker was (a) introduced by Toolbox to Customer, and (b) hired as an employee or otherwise engaged by Customer within twelve (12) months of completion of the most recent project between Customer and Worker outside of the Platform. "Worker's Annual Platform Earnings" is the amount a Customer paid, or would pay, for the Worker's services for a full 12-month calendar year.

17. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platform will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. **WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.**

YOUR USE OF THE SERVICE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED OR TRANSACTED THROUGH THE SERVICE IS AT YOUR OWN RISK. THE SERVICE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED OR TRANSACTED THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TOOLBOX EXPRESSLY DISCLAIMS (i) ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND ANY AND ALL WARRANTIES ARISING FROM COURSE OF

DEALING OR USAGE OF TRADE. TOOLBOX MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, TOOLBOX DOES NOT REPRESENT OR WARRANT THAT THE SERVICE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED OR TRANSACTED THROUGH THE SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVICE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICE OR ANY SERVICES OR ITEMS OBTAINED OR TRANSACTED THROUGH THE SERVICE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TOOLBOX MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SERVICE. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH OTHER USERS OF THE SERVICE. TOOLBOX HEREBY DISCLAIMS ALL LIABILITY FOR (i) ALL ACTS OR OMISSIONS OF USERS OF THE SERVICE OR THIRD PARTIES, AND (ii) ALL TRANSACTIONS BETWEEN USERS ARISING FROM INTERACTIONS ON THE PLATFORM. TOOLBOX WILL NOT BE LIABLE FOR CUSTOMERS' FAILURE TO PAY WORKERS FOR SERVICES TRANSACTED THROUGH THE SERVICE, OR FOR TAX LIABILITIES RELATING TO TRANSACTIONS BETWEEN USERS. TOOLBOX WILL NOT BE LIABLE FOR, AND USERS SHALL BE SOLELY LIABLE FOR, THEIR COMPLIANCE WITH ALL TAX, ADVERTISING AND OTHER LAWS APPLICABLE TO THEIR TRANSACTIONS. TOOLBOX DOES NOT GUARANTEE THAT CUSTOMERS SEEKING WORKERS WILL FIND APPROPRIATE WORKERS THROUGH THE SERVICE, OR THAT WORKERS SEEKING WORK THROUGH THE SERVICE WILL FIND APPROPRIATE PROJECTS OR EMPLOYMENT.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

18. Limitation on Liability

IN NO EVENT WILL TOOLBOX, ITS AFFILIATES OR ITS OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SERVICE OR SUCH OTHER SERVICES OR ANY SERVICES OR ITEMS OBTAINED OR TRANSACTED THROUGH THE SERVICE OR SUCH OTHER SERVICES, INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, TOOLBOX'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATING TO THESE TERMS OF SERVICE, THE SERVICE OR OUR PROPERTY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNTS PAID BY YOU TO TOOLBOX FOR USE OF THE SERVICE IN THE PRIOR YEAR (OR, IF YOU ARE A NON-FEE PAYING USER, TO THE AMOUNT OF \$10).

THE FOREGOING DOES NOT AFFECT ANY LIABILITY, WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

19. Indemnification

Customer shall indemnify, defend, and hold Toolbox, its licensors and their respective parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses, including reasonable legal fees and costs, arising out of or in connection with: (a) any claim based on any alleged misuse of the Platform by Customer (including by any Customer affiliate, employee, or subcontractor), or a claim that any User Data infringes the copyright, trademark, or patent rights of any third party; (b) any alleged conduct which would constitute a breach of the representations and warranties of Customer set forth herein, or other breach of this Agreement; (c) violation of applicable law by Customer or Worker affiliate, employee, or subcontractor; (d) any claim based on the negligent or intentional acts by Customer or Customer affiliate, employee, or subcontractor; and (e) related to any project, including any claims by any third party or government agency that Worker was misclassified as an independent contractor or employee of a Customer, and any claim that Toolbox was an employer or joint employer of Worker and/or any Worker affiliate, employee, or subcontractor, and related legal claims under any employment laws.

Further, Customer shall indemnify, defend, and hold Toolbox, its licensors and their respective parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses, including reasonable legal fees and costs, arising out of or in connection with Worker's employment, retention, engagement or use of an affiliate, employee, or subcontractor to provide any work/services in connection with the performance of services hereunder, including but not limited to: (1) any claim that Worker misclassified any Worker's affiliate, employee, or subcontractor (under the Fair Labor Standards Act, the Internal Revenue Code, state wage and hour law or any other law); and (2) any claim that Toolbox was an employer or joint employer of any Worker's affiliate, employee, or subcontractor under any employment or other law, including, but not limited to, the Fair Labor Standards Act, any state wage and hour law, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Family Medical Leave Act and the National Labor Relations Act.

20. Governing Law

All matters relating to the Platform and these Customer Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be

governed by and construed in accordance with the internal laws of the state in which the Worker last performed services without giving effect to any choice or conflict of law provision or rule.

21. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE CUSTOMER TERMS OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED, UNLESS NOT PERMITTED BY APPLICABLE LAW.

22. ARBITRATION AGREEMENT AND CLASS ACTION WAIVER

22.1 How This Agreement Applies. Toolbox and Customer mutually agree to resolve any and all covered justiciable disputes between the Parties exclusively through final and binding arbitration instead of a court or jury trial. This Arbitration Agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) and evidences a transaction involving commerce. This Agreement applies to any and all claims arising out of or relating to the Customer Terms, the Worker's classification as an independent contractor, Worker's provision of services, Worker's use of the Platform, any payments made or received by Worker or Customer through the Platform or arising out of or relating to the acceptance or performance of services arranged through the Platform, the termination of these Customer Terms, and all other aspects of the Customer's relationship (or the termination of its relationship) with Toolbox, past, present or future, whether arising under federal, state or local statutory and/or common law, which Toolbox may have against Customer or which Customer may have against Toolbox and its owners, officers, employees or agents. Customer and Toolbox agree that the mutual obligations to arbitrate disputes provide adequate consideration for this Arbitration Agreement.

Additionally, except as these Customer Terms otherwise provides, the Arbitrator, and not any court, shall have exclusive authority to resolve any dispute relating to the validity, applicability, enforceability, unconscionability or waiver of these Customer Terms, including, but not limited to any claim that all or any part of these Customer Terms is void or voidable. However, as stated in the "Class and Collective Action Waivers" section below, the preceding sentence does not apply to the Class Action Waiver and/or Collective Action Waiver.

22.2 Limitations On How This Agreement Applies. The following claims are not covered under these Customer Terms: (i) Workers' Compensation benefits, state disability insurance benefits or unemployment insurance benefits; however, these Customer Terms applies to discrimination or retaliation claims based upon seeking such benefits; (ii) disputes that an applicable federal statute expressly states cannot be arbitrated or subject to a pre-dispute arbitration agreement; and (iii) representative actions for civil penalties filed under the California Private Attorney General Act ("PAGA") (but to the extent permitted by applicable law, any claim by you on your own behalf to recover your unpaid wages must be arbitrated and is covered by these Customer Terms).

Nothing in these Customer Terms prevents you from making a report to or filing a claim or charge with a government agency, including without limitation the Equal Employment Opportunity

Commission, U.S. Department of Labor, National Labor Relations Board, Occupational Safety and Health Administration, or law enforcement authorities. Nothing in these Customer Terms prevents the investigation by a government agency of any report, claim, or charge otherwise covered by these Customer Terms. This Agreement also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by these Customer Terms. Nothing in these Customer Terms prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. The Company will not retaliate against you 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.

A party may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy in accordance with applicable law, and any such application shall not be deemed incompatible with or waiver of this agreement to arbitrate. The court to which the application is made is authorized to consider the merits of the arbitrable controversy to the extent it deems necessary in making its ruling, but only to the extent permitted by applicable law. All determinations of final relief, however, will be decided in arbitration.

22.3 Starting the Arbitration. If either party initiates arbitration, the initiating party must notify the other party in writing via U.S. Mail, 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 Customer must be delivered to Toolbox at 335 Madison Avenue, 4th Floor, New York, NY, 10017. The arbitrator will resolve all disputes regarding the timeliness or propriety of the demand for arbitration.

22.4 Class and Collective Action Waivers. Toolbox and Customer 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 will not have any authority to hear or arbitrate any class and/or collective (“Class Action Waiver”). Customer also waives its right to receive notice of any class or collective action that may be filed. Notwithstanding any other clause contained in this Arbitration Agreement or the AAA Rules, as defined below and incorporated herein by reference, any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class and/or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class and/or collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

22.5 Customer agrees and acknowledges that entering into this Arbitration Agreement does not affect Worker’s status as an independent contractor in fact and in law, that Worker is not an employee of Toolbox and that any disputes in this regard shall be subject to arbitration as provided in this agreement.

22.6 Except as otherwise stated in this Arbitration Agreement, any arbitration shall be governed by the American Arbitration Association Commercial Arbitration Rules (“AAA Rules”),

subject to the following:

(a) The arbitration shall be heard by one arbitrator selected in accordance with the AAA Rules. Unless the parties agree otherwise, the arbitrator shall be an attorney experienced in the law in the underlying dispute and licensed to practice law in the state in which the arbitration is convened, or a former judge from any jurisdiction. The arbitrator shall have authority to decide gateway issues, including arbitrability.

(b) The location of the arbitration proceeding will be no more than 45 miles from the place where Worker last performed services, unless Customer and Toolbox agree in writing otherwise.

(c) Unless applicable law provides otherwise, as determined by the Arbitrator, the parties agree that Company shall pay all of the Arbitrator's fees and costs.

(d) 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.

(e) Except as provided in the Class 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.

(f) 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.

(g) The Arbitrator's reasoned decision or award shall be in writing with findings of fact and conclusions of law. Judgment may be entered on the arbitrator's decision or award in any court having jurisdiction.

(h) The AAA Rules may be found at www.adr.org or by searching for "AAA Commercial Arbitration Rules" using a service such as www.Google.com or www.Bing.com.

(i) This Agreement is the full and complete agreement relating to the formal resolution of disputes covered by this Arbitration Agreement. In the event any portion of this Arbitration Agreement is deemed unenforceable, the remainder of this Arbitration Agreement will be enforceable. This arbitration agreement survives after the termination of the Customer Terms and/or after Customer ceases any relationship with Toolbox. Notwithstanding any contrary language, in the Customer Terms or any other agreement, this Arbitration Agreement may not be modified or terminated absent a writing signed (electronically or otherwise) by both Customer and an authorized representative of Toolbox.

With respect to any IP Claims (as defined above) that are not subject to arbitration under the above provision, you hereby consent to non-exclusive jurisdiction and venue in any federal or state court

located within New York, New York U.S.A., with respect to any suit, claim or cause of action arising from or relating to the Platform or these Customer Terms, and You shall not bring any such suit, claim or cause of action except in a court located within New York, New York, U.S.A.

23. Force Majeure

In no event will we be liable for any failure to comply with these Customer Terms to the extent that such failure arises from factors outside our reasonable control. Without limitation of the foregoing, in the absence of our gross negligence or willful misconduct we will not be liable for any damages arising from the acts of hackers or similar bad actors interfering with the Platform or using or disclosing any of your User Content.

24. Geography

We are based in the United States. We provide the Platform for use only by persons located in the United States. We make no claims that the Platform or any of its content is accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, You do so on Your own initiative and are responsible for compliance with local laws.

25. Changes to the Customer Terms

We may revise and update these Customer Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Platform thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Arbitration and Dispute Resolutions will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Platform. Your continued use of the Platform following the posting of revised Customer Terms means that you accept and agree to the changes. You are expected to check this page from frequently so you are aware of any changes, as they are binding on you.

26. Waiver and Severability

No waiver by Toolbox of any term or condition set forth in these Customer Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Toolbox to assert a right or provision under these Customer Terms shall not constitute a waiver of such right or provision.

The invalidity of any one or more of the words, phrases, sentences, clauses, or sections contained in these Customer Terms shall not affect the enforceability of the remaining portions of these Customer Terms or any part thereof, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more of the words, phrases, sentences, clauses, or sections contained in these Customer Terms shall be declared invalid or unenforceable by a court of competent jurisdiction, or an arbitrator as applicable, these Customer Terms shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted. If such invalidity is caused by scope, length of time, or size of area, or any or all of the foregoing, the otherwise invalid or unenforceable provision will be

considered to be reduced to such scope, time, or area, which would cure such invalidity and render it valid and enforceable.

27. Entire Agreement

The Customer Terms, our Privacy Policy, and any supplemental agreements incorporated into these Customer Terms constitute the sole and entire agreement between you and Toolbox with respect to the Platform and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform.

28. Assignment

These Customer Terms and your rights and obligations hereunder are not assignable, or otherwise transferable or delegable, by you to any third party without our prior written consent in our sole discretion. Any purported assignment, transfer or delegation without such consent will be null and void. Toolbox may assign or otherwise transfer or delegate these Customer Terms (including any rights or obligations hereunder), including to any purchaser of Toolbox's business, from time-to-time in our sole discretion. This Agreement will be binding upon and inure to the benefit of the parties' successors and permitted assigns.

29. Notice

You agree that email to your email address on record will constitute formal notice under these Customer Terms.

30. Your Comments and Concerns

This Platform is operated by MyToolbox Technologies, Inc. All feedback, comments, requests for technical support and other communications relating to the Platform should be directed to: support@trytoolbox.com.

TOOLBOX PAYROLL SERVICES AGREEMENT

This Toolbox Payroll Services Agreement (“**Payroll Services Agreement**”) is an agreement between and among the Customer, Worker, Staffing LLC and the Payroll Company that Toolbox chooses as the employer of record (as described below). By using Toolbox Payroll Services (“**Toolbox Payroll Services**”), you agree that you have read, understand, accept and agree to be bound by this Payroll Services Agreement.

This Payroll Services Agreement includes and incorporates by this reference the agreements and policies (collectively the “**Terms of Service**”). Capitalized terms used in this Payroll Services Agreement that are not defined in this document are defined in the Worker and/or Customer Terms of Service (“Terms of Service”). Toolbox reserves the right to revise this Payroll Services Agreement and the Terms of Service (apart from the Arbitration Agreement therein) and all information linked to them from time to time in its sole discretion. Toolbox may make such revisions without prior notice to you, so please check back often for updates. Unless otherwise provided in such revision, the revised Payroll Services Agreement or Terms of Service, or any revised part of them, will take effect when the revisions are posted. To the extent that the provisions of this Payroll Services Agreement conflicts with other provisions of the Terms of Service, this Agreement shall control.

EMPLOYMENT RELATIONSHIP AND EMPLOYER OF RECORD

When a Worker and/or Customer decides to use Toolbox Payroll Services, Toolbox will choose the payroll service company (the “**Payroll Company**”) to be the employer of record. This means the Worker will become an employee of the Payroll Company. Toolbox, through the Platform, will instruct the Payroll Company to assign the Worker to work for the Customer, and the Customer will be responsible for supervising the Worker.

The Payroll Company’s and your specific responsibilities are described in this Payroll Services Agreement. In general, and without modifying any of the specifics or requirements below, the Payroll Company will be responsible for managing payroll, taxes, government documents, benefits, and insurance. As the Customer, you will be responsible for the supervision, direction and control of the day-to-day activities of each Worker performing services to the Customer. As the Worker, you will be responsible for performing the work requested by the Customer.

HIRING REPRESENTATIONS, DISCLAIMERS AND LIMITATIONS

Customer acknowledges and agrees that Customer has selected a Worker to become a Payroll Employee based upon Customer’s determination. Neither Toolbox nor the Payroll Company makes any representations or warranties as to the skills, experience, background or education of any Worker or Payroll Employee. The Payroll Company will comply with the I-9 requirements of the Immigration and Reform and Control Act of 1986.

Worker acknowledges that Worker has agreed to become a Payroll Employee servicing the Customer based on Worker’s own determination that the Customer offers work acceptable and appropriate for Worker on terms that are acceptable to Worker. Worker agrees to complete such documents as Payroll Company may legally and reasonably require to complete the employer/employee relationship, including without limitation applicable tax forms and the I-9 requirements of the Immigration and Reform and Control Act of 1986 (collectively, the “**Employment Paperwork**”). Worker will not become an employee of Payroll Company entitled to work for Customer or receive payment from Payroll Company until all Employment Paperwork

has been completed and returned to Payroll Company, and Payroll Company has accepted Worker as an employee.

Customer will continue to work with and pay for Worker through the Platform. Toolbox assumes no responsibility for and shall exert no control over the projects and work assigned to Worker, nor has Toolbox had any role in Customer's decision to engage Worker via Toolbox Payroll Services. Toolbox shall not direct the work of or supervise (to any degree, directly or indirectly) Worker, nor shall Toolbox determine any terms and conditions of Worker's employment relationship with Payroll Company or Customer (including but not limited to rate of pay, performance evaluation, discipline and/or termination). Toolbox merely provides the platform for Customer to engage Worker, and separately facilitates the relationship between Customer and the Payroll Company that will handle the administration of payroll and other legal obligations of Customer with regard to Worker. These facts, alone or in combination, do not make Toolbox an employer of Worker or a co-employer/joint employer with Customer and/or the Payroll Company. **Worker acknowledges and agrees that he/she is not an employee, consultant, or independent Worker of Toolbox, and that he/she will not be providing any services to Toolbox (directly or indirectly) while employed by Payroll Company.**

The foregoing paragraph shall not apply if Toolbox is the Customer to which Worker is assigned. Under such circumstances, Toolbox shall be considered both Toolbox and the Customer for purposes of this Payroll Services Agreement.

PROVIDER REPRESENTATIONS AND RESPONSIBILITIES

Worker shall be responsible for timely and professional completion of each project to which it has been assigned and has agreed to, in such manner as to satisfy the Customer's specified requirements. Worker represents that Worker has the qualifications and ability to perform such work in a professional manner. Performance of the work in a professional manner includes, but is not limited to, meeting the requirements of each job or project assigned to Worker. Worker shall be solely responsible for the professional performance of Worker's work. Worker shall be solely liable for its acts, omissions and negligence.

Worker agrees, while performing services to a Customer, not to enter into a contract or accept an obligation that is inconsistent or incompatible with Worker's obligations to the Customer. Worker warrants that there is no such contract or obligation in effect on the date Worker is assigned to Customer.

TOOLBOX PAYROLL SERVICES

The following are the services provided by the Payroll Company for Payroll Employees assigned to Customer: (i) calculation and payment of wages (including overtime wages) based upon submitted timesheets; (ii) collection, payment and reporting of all federal, state and local taxes on such wages; (iii) administration and management of unemployment claims; (iv) administration and collection of wages associated with wage garnishments; (v) workers' compensation coverage; (vi) administration of Fair Labor Standards Act and Family Medical Leave Act matters. In addition, the Payroll Company shall provide and bear sole responsibility for any health or disability insurance, retirement benefits or other welfare or pension benefits (if any) to which such personnel may be entitled based on eligibility.

CONTROL OF WORKPLACE

Customer and Worker acknowledge and agree that neither Toolbox nor the Payroll Company will control the workplace in which a Payroll Employee will perform services for a Customer. The Customer shall be solely responsible for all decisions related to strategic, operational or other matters concerning Customer's business, including, but not limited to the supervision and scheduling of Payroll Employees.

PAYROLL EMPLOYEE SUPERVISION AND LIMITATIONS ON SCOPE OF EMPLOYMENT

At all times, the Customer will maintain the exclusive supervision, direction and control of the day-to-day activities of each Payroll Employee. The Customer shall be responsible for the implementation and enforcement of any and all workplace laws, rules, regulations and for any procedures that exist for the purpose of preventing the misappropriation, theft or embezzlement of the Customer's property, including without limitation intellectual property.

Customer acknowledges and agrees that Payroll Employees are not employees or consultants of Toolbox and that Toolbox maintains no control over the work assignments, supervision, payroll practices or other terms and conditions of the working relationship described herein. Customer further acknowledges and agrees that Payroll Employees are employees of the Payroll Company for purposes of payroll processing and, in some cases, the provision of certain employee benefits, but that the Payroll Company maintains no control over the work assignments, supervision, or other terms and conditions of the working relationship except as described in this Payroll Services Agreement.

COMPLIANCE WITH LAWS, RULES AND REGULATIONS

Customer shall comply with all state, federal and local laws, rules and regulations that govern or relate to its business, workplace, employees (including without limitation Payroll Employees), safety and government contracting. Customer shall comply with all reasonable directives regarding health and safety from the Payroll Company's workers' compensation carrier or any government agency. Customer is required to accept and adhere to the Payroll Company's determination regarding each Payroll Employee's exempt or non-exempt status for purposes of state and federal overtime laws. Worker shall not work over 8 hours in a day or 29 in a week without express approval by Toolbox and/or Payroll Company.

Notwithstanding the fact that the Payroll Company reserves the right to make determinations regarding the overtime exemption status of each Payroll Employee, **Customer is ultimately and solely responsible for the amount of any wages that are due but unpaid to each of its Payroll Employees**, including without limitation any wages, back wages, and liquidated damages determined to be due and owing in connection with any action challenging the overtime exemption status of any Payroll Employee.

EQUAL EMPLOYMENT OPPORTUNITY, WORKPLACE LAWS

The Payroll Company selected by Toolbox to provide Toolbox Payroll Services is an equal opportunity employer and does not discriminate against any candidate, applicant, employee, Worker or Payroll Employee on the basis of race, color, religion, sex, national origin, age, creed, ancestry, veteran or military status, disability unrelated to the essential functions of a job, or any other basis prohibited by federal, state or local law. The Customer and Payroll Employee shall comply with all federal, state, and local laws that prohibit unlawful discrimination or harassment.

Policy Against Sexual Harassment And Other Illegal Harassment

The Payroll Company, Customer and Toolbox prohibit sexual and other illegal workplace harassment. The Customer shall train its Payroll Employees about their rights and responsibilities pursuant to applicable law pertaining to non- harassment or other illegal workplace harassment. The Customer will be informed if any special training requirements legally pertain to a Payroll Employee by virtue of that person being employed by the Payroll Company. The Payroll Company and the Customer will provide all Payroll Employees with written information detailing their rights and responsibilities under the Customer's and The Payroll Company's policies against sexual harassment and other illegal workplace harassment. The Customer shall inform The Payroll Company immediately of any complaint of illegal harassment by or against a Payroll Employee and shall undertake and complete a prompt and thorough investigation of any such complaint. Upon notification, The Payroll Company may assist the Customer with the investigation of sexual harassment complaints made by or against Payroll Employees, but the costs associated with such investigation shall be borne by the Customer.

If Worker believes that he/she has not been provided equal opportunity in any manner, or if Worker becomes aware of discrimination or harassment, Worker should immediately report that conduct to Payroll Company and/or Toolbox.

REQUIRED NOTIFICATIONS

Writing Required

The Customer will send all written notices and payroll communications to Toolbox in accord with the requirements of the Terms of Service.

Notices

Worker must inform Customer of any work-related injury in connection with services performed for Customer. The Customer will provide Toolbox with written notice within three (3) days of its own receipt of any notice of a work-related accident or injury, and within three (3) days of its receipt of any notice of any garnishment orders, involuntary deduction orders, notices of IRS liens and other forms of legal process affecting the payment of wages to a Payroll Employee.

DISCLAIMERS

Notwithstanding anything to the contrary, Customer and Worker acknowledge and agrees that:

- (1) Toolbox is solely an online venue for buyers and sellers of services and, as such, shall not be responsible for any breach or failure to perform of the Payroll Company or any other action or inaction of the Payroll Company or any Customer or any Worker; and
- (2) The Payroll Company shall not be responsible for any breach or failure to perform of Toolbox or any other action or inaction of Toolbox or any Customer or any Worker.

CHANGE OF PAYROLL COMPANY

Toolbox may designate a new third party payroll company ("**New Company**"), at any time in Toolbox's sole discretion, to perform Toolbox Payroll Services. Upon such designation, or at any other time as directed by Toolbox, the Customer shall: (i) cooperate with such New Company in every reasonable manner to ensure uninterrupted performance of the Toolbox

Payroll Services; or if directed by Toolbox (ii) immediately assume all federal, state and local obligations of an employer to the Payroll Employees and immediately assume full responsibility for providing payroll services and workers' compensation coverage until such time as a New Company takes over such duties from The Payroll Company. If directed by Toolbox, Customer shall inform Payroll Employees that they are no longer covered by the Payroll Company for Toolbox Payroll Services, workers' compensation and/or health care policies.

GENERAL PROVISIONS

Governing Law and Venue. The Payroll Services Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the state in which the Worker last performed services, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Worker hereby expressly consents to the personal jurisdiction and venue in the county in which Customer's principal place of business is located for any lawsuit filed there against Worker by Customer or by Toolbox arising from or related to Toolbox Payroll Services and / or this Payroll Services Agreement.

Severability. If any provision of the Payroll Services Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of the Payroll Services Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

No Assignment. The Payroll Services Agreement, and the party's rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by either party without the other's prior written consent, and any attempted Job, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of the Payroll Services Agreement will be binding upon assignees. Notwithstanding the foregoing, Customer may, without the consent of Worker, assign any rights and obligations under the Payroll.

Waiver. Any waiver or failure to enforce any provision of the Payroll Services Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

Execution and Delivery; Binding Effect. The parties will evidence execution and delivery of the Payroll Services Agreement with the intention of becoming legally bound, by accepting the Terms of Service on the Site.