



LimeBike
Charge Partner Network /Independent Juicer
Agreement

This Charge Partner Network/Independent Juicer Agreement (“**Agreement**”) is made and entered into on _____, 20__ [month and date, year] (“**Effective Date**”) by and between Neutron Holdings, Inc. (doing business as LimeBike and/or Lime) (hereinafter “**LimeBike**”), a Delaware corporation, having a principal place of business at San Mateo, California and “you,” _____ [name], the Charge Partner Network and/or the Independent Juicer (each hereinafter “**Independent Juicer**”), an independent charge and delivery professional (and/or independent charge and delivery professional network) with an address or principal place of business at _____ [address]. LimeBike and Independent Juicer (including a Charge Partner Network) may each be referred to herein, as a “**Party**” and together collectively as the “**Parties.**”

LimeBike is a dockless bicycle/bike-share provider that connects riders with shared dockless bikes (including electric bikes, Lime-S Scooters, and “e-vehicles” all hereinafter collectively, “**bikes**”) available for rent through its website and associated mobile applications (collectively, the “**Platform**”) and by providing riders with the ability to scan a QR Code on the bike by using the **LimeBike App** to unlock and access the bikes. In connection with the Platform, LimeBike places bikes at strategic and convenient locations within each market service area and marks each available bike and its location on the Platform, including specific designated locations (“**LimeHubs**”) to allow riders to identify locations of pedal bikes and fully charged electric bikes for their shared access and that are available for rent.

Independent Juicer is an independent provider of Delivery Services and Electric Charging Services, and is interested in entering into this Agreement for the opportunity to unlock, pick up (“**harvest**”), charge bikes (the “**Electric Charging Services**”) and deliver bikes (the “**Delivery Services**”) from and to designated deployment areas within designated time periods to maximize availability of bikes where access is anticipated to be needed by riders as identified through the Platform (“**Deployment Areas**”) in exchange for Charge Reward Fees (“**Charge Reward Fees**”) to be agreed upon between the Parties and as set forth in the **Engagement**, as defined below.

In consideration of the mutual promises made herein, the Parties agree to the terms and conditions set forth herein.

Recitals

1. **Purpose.** This Agreement governs the relationship between (a) LimeBike and (b) Independent Juicer and any of Independent Juicer's employees, contractors, subcontractors, agents and representatives or other delivery or electric charging service entities engaged by Independent Juicer directly or through a Charge Partner Network to perform Delivery Services and/or Electric Charging Services (collectively, the "**Subcontractors**"). "**Subcontractors**" also includes any employees, contractors, subcontractors, agents and representatives of any delivery or electric charging service entity engaged by Independent Juicer to perform Delivery Services and/or Electric Charging Services. In exchange for the promises contained in this Agreement, Independent Juicer will have the contractual right and obligation to perform Delivery Services and Electric Charging Services and receive the Charge Reward Fees to be agreed upon by the Parties.
2. **Independent Juicer Representations and Warranties.**
 - a. As a condition of entering into this Agreement with LimeBike, and as long as Independent Juicer is performing Delivery Services and/or Electric Charging Services hereunder, Independent Juicer represents and warrants to the following:
 - i. **Legal Requirements.** Independent Juicer is in the independent business of providing delivery and electric charging services, and maintains any and all licenses, permits, and registrations necessary to perform Delivery Services and Electric Charging Services in the locality or localities ("**Market(s)**") in which Independent Juicer performs Delivery Services and Electric Charging Services. Independent Juicer shall maintain all authorisations in connection with the locations where Independent Juicer is performing any Electric Charging Services and shall only perform Electric Charging Services in such locations where Independent Juicer is authorized to so.
 - ii. **Age and License.** Where Independent Juicer is an individual, Independent Juicer is at least Eighteen (18) years of age and has had a valid driver's license for at least two (2) years (if Independent Juicer performs Delivery Services and/or Electric Charging Services using a motor vehicle such as a car, motorcycle or scooter), and has the appropriate level of certification necessary or advisable within the Market jurisdictions to operate the vehicles used to perform Delivery Services and/or Electric Charging Services.
 - iii. **Driving Record.** Independent Juicer has a safe driving record (if Independent Juicer performs Delivery Services and/or Electric Charging Services using a motor vehicle such as a car, motorcycle or scooter).
 - iv. **LimeBike User Agreement.** Independent Juicer must have already entered into and at all times also be actively subject to the LimeBike User Agreement (the "**User Agreement**") and all terms and conditions set forth therein, available at <https://www.li.me/user-agreement>, during the pendency of this Agreement, which User Agreement is expressly incorporated herein by its reference. All terms and conditions applicable to riders as set forth in the User Agreement shall also apply to Independent Juicer, except as specifically set forth herein.

Independent Juicer shall be subject to the charges for bike rental as set forth in the User Agreement if a bike has not been redeployed in accordance with the terms of the Engagement, as defined below, within twenty-four (24) hours from the bike being unlocked by Independent Juicer, and all other terms and conditions set forth in the User Agreement regarding failure to return a bike, including potential reporting of the misappropriation of LimeBike's company property to the appropriate legal authorities.

- v. Equipment. Independent Juicer maintains at its own expense all equipment it deems necessary in its reasonable discretion to perform Delivery Services and Electric Charging Services. Notwithstanding that LimeBike provides optional charging equipment for sale, lease, or at no charge in certain markets at LimeBike's option to Independent Juicers at the commencement of its operations, Independent Juicer is not required to purchase, lease or rent any equipment from LimeBike. To the extent that Independent Juicer uses its own equipment, Independent Juicer certifies that such equipment meets all industry and regulatory standards and will be in good working condition, and that (a) it is authorized to use such equipment, and (b) such equipment is compatible with and will not cause any damage to LimeBike's equipment and bikes. Where LimeBike provides equipment, LimeBike may require the Independent Juicer to pay such costs as may be determined by LimeBike. LimeBike may in its discretion waive and return such costs paid upon achievement of a threshold number of charges to be identified in writing between the Parties.
 - vi. No Tampering with Bikes or other LimeBike's Property. Independent Juicer agrees that it shall not, under any circumstances, (a) where LimeBike has provided any charging equipment, replace such equipment or use any other equipment to perform the Electric Charging Services; (b) undertake any repair, service, alter or otherwise make any modification to the bikes, any charging equipment, whether or not the equipment is the property of LimeBike or the Independent Juicer, or any other LimeBike equipment; and (c) use any charging equipment other than in strict compliance with the operating or other instructions provided with such equipment. Under no circumstances shall Independent Juicer cut, repair, service or alter any electric charging equipment to be used on a bike. If a bike or any equipment provided by LimeBike is in need of repair, the Independent Juicer agrees to report that the bike or such equipment is in need of repair using the LimeBike App and/or as requested by LimeBike shall transport and deliver the bike or equipment to a Deployment Area or LimeHub as directed by LimeBike and in accordance with Section 4(a)(iii) below, which pick-up and delivery shall qualify as a Delivery Service pursuant to an Engagement as otherwise defined herein. Independent Juicer agrees to indemnify LimeBike for any violation of this provision, including but not limited to any damages to third parties, including riders, as a result of the violation. This provision is in addition to the indemnity provisions as set forth in Section 9 of this Agreement, which shall also apply in its entirety.
- b. Independent Juicer will notify LimeBike immediately in the event that any of the foregoing representations and warranties is no longer true.

- c. Independent Juicer acknowledges that it may be subject to periodic background and motor vehicle report checks, subject to applicable law, and may be required to supply proof of license, equipment or insurance upon request so that LimeBike can verify that Independent Juicer continues to satisfy the eligibility requirements set forth herein.
 - d. In the event that any of the foregoing representations and warranties ceases to be true (“**Ineligibility**”), LimeBike may immediately suspend Independent Juicer’s Delivery Services and Electric Charging Services and access to the LimeBike App (as defined below) until such Ineligibility is cured. LimeBike may terminate this Agreement if such Ineligibility is not cured within fourteen (14) days of receiving notice of such Ineligibility or if such Ineligibility is not capable of cure.
3. **Use of LimeBike App.** Independent Juicer acknowledges that the performance of Delivery Services and Electric Charging Services requires the use of LimeBike’s proprietary mobile application (the “**LimeBike App**”), and that if Independent Juicer cannot access or utilize the LimeBike App, Independent Juicer will not be able to perform Delivery Services and/or Electric Charging Services. Independent Juicer must consent to any LimeBike App terms of use applicable at the time that Independent Juicer accesses and uses the LimeBike App. Any violation of such terms of use may result in revocation of Independent Juicer’s license to use the LimeBike App and the termination of this Agreement.
- a. **Location.** Independent Juicer acknowledges and agrees that its geo-location information must be provided to LimeBike via the LimeBike App in order to provide Delivery Services and Electric Charging Services, and that such geo-location information may be monitored and tracked by LimeBike and shared with third parties when Independent Juicer is logged into and available to receive pick-up, electric charge information and delivery information from the LimeBike App. Independent Juicer will not falsely report its geo-location, prevent or attempt to prevent the LimeBike App from reporting its geo-location, or otherwise attempt to circumvent this requirement.
4. **Delivery Services and Electric Charging Services.** LimeBike will offer Independent Juicer a Charge Rewards Fee or Charge Rewards Fee schedule (“**Charge Reward Offer**”) for a proposed engagement. The mechanism for making and/or accepting a Charge Reward Offer (e.g., by e-mail or through the LimeBike App) may vary from time to time in LimeBike’s reasonable discretion, provided that LimeBike agrees to communicate such mechanism to Independent Juicer. Independent Juicer agrees to provide LimeBike with its current e-mail address, telephone number and mailing address and agrees to update LimeBike any time any such address or information changes. By providing this information, Independent Juicer consents to LimeBike making contact via any of these means in connection with Independent Juicer’s provision of the Delivery Services and Electric Charging Services, or the provision of the Charge Reward Offer. Independent Juicer will have the opportunity to accept or reject the Charge Reward Offer. If Independent Juicer accepts the Charge Reward Offer, Independent Juicer agrees to perform Delivery Services and Electric Charging Services for such Charge Reward Offer (the “**Engagement**”) in accordance with subsection (a) below. If Independent Juicer does not accept the Charge Reward Offer, Independent Juicer has no obligation to perform the Delivery Services and/or Electric Charging Services sought by the proposed engagement.

- a. **For the duration of any Engagement.** Independent Juicer agrees to faithfully and diligently devote best efforts, skills and abilities to the performance of Delivery Services and Electric Charging Services in a professional manner that is at least consistent with industry standards, including but not limited to the following:
- i. Independent Juicer agrees to be located within a reasonable distance of Deployment Areas in its Market.
 - ii. Independent Juicer agrees to, in a timely manner, harvest each bike from a designated LimeHub, transport the bike and provide Electric Charging Services to ensure a complete and full electric charge to each electric bike, and transport the bike back to a LimeHub designated on the Platform in the manner required by LimeBike and consistent with placement requirements designed to ensure safety to the public. Any and all pick-ups, charging and delivering (i.e. all harvesting and deployment) must occur by the time designated in the Platform to be eligible to receive any Charge Reward Fees in accordance with the information set forth in the Engagement.
 - iii. Independent Juicer agrees to promptly notify LimeBike of any issues or concerns relating to the bikes and the charging equipment, including without limitation any omissions or mistakes in any Electric Charging Services or Delivery Services to the location provided on the Platform and to appropriately report and deliver any broken bikes and charging equipment to the designated Deployment Area, which may include specific repair locations such as a LimeBike warehouse, in accordance with the information provided on the LimeBike App.
 - iv. Independent Juicer agrees to use the LimeBike App to communicate pick-up, completion of full electric charge, delivery status and completion of delivery with LimeBike in a manner and method sufficient for LimeBike to update the Platform. Independent Juicer acknowledges that the LimeBike App may be updated periodically and the type and timing of communications may change. **If there are technical issues with the LimeBike App, Independent Juicer is responsible for promptly notifying LimeBike, and LimeBike may prohibit Independent Juicer from performing Delivery Services and Electric Charging Services until the LimeBike App is functional.**
 - v. Independent Juicer agrees that Delivery Services and Electric Charging Services (including the use of any charging equipment) will be performed in a safe manner and in compliance with all applicable safety laws, laws and/or utility regulations regarding access to and provision of electricity, and traffic laws, as well as all other applicable regulations and guidelines.
 - vi. Independent Juicer agrees to maintain and utilize all equipment necessary and advisable to provide Delivery Services and Electric Charging Services. Independent Juicer acknowledges that without limiting the generality of the foregoing, the following equipment is necessary to provide Delivery Services and Electric Charging Services:

1. Motor vehicle or bicycle, as agreed to between LimeBike and Independent Juicer (unless Independent Juicer is engaged by LimeBike to perform Delivery Services and Electric Charging Services exclusively on foot). Such motor vehicle or bicycle must be appropriately registered to lawfully perform Delivery Services and Electric Charging Services in the Market(s).
 2. Data-enabled smartphone with data plan. Network access must be generally available at all times while Independent Juicer is performing Delivery Services and Electric Charging Services. WIFI-only data access is not sufficient. The smartphone may not be jailbroken (if iPhone) or rooted (if Android), or otherwise altered to circumvent requirements or processes of the LimeBike App.
- vii. Independent Juicer agrees to maintain a professional appearance consistent with industry standards.
- b. Unless otherwise agreed to between LimeBike and Independent Juicer or as otherwise required by law, LimeBike is not obligated to pay Independent Juicer any Charge Reward Fees or other payments associated with Delivery Services and/or Electric Charging Services not completed in material compliance with this Agreement. Independent Juicer will not circumvent or attempt to circumvent the conditions or requirements of this Section 4.
 - c. Subject to compliance with this Agreement (including the service level commitments set forth in this Section 4), Independent Juicer will be solely responsible for determining how to perform the Delivery Services and Electric Charging Services, including but not limited to whether to utilize Subcontractors to perform all or some of the Delivery Services and Electric Charging Services, and LimeBike will have no right to, and will not, control or prescribe the manner, method or means that Independent Juicer uses to complete Delivery Services and Electric Charging Services. The provisions of this Agreement reserving ultimate authority in LimeBike have been inserted solely to achieve compliance with federal, state, or local laws, and regulations and interpretations thereof.
 - d. Nothing herein will preclude Independent Juicer from providing services to any other business, including a business directly competing with LimeBike. Such services may be performed concurrently with the Delivery Service and/or Electric Charging Service during any Engagement, provided that such concurrent services do not hinder Independent Juicer's performance of Delivery Services and Electric Charging Services during such Engagement. **Notwithstanding the foregoing, Independent Juicer will not divert or attempt to divert any LimeBike riders to a competitive service or directly to Independent Juicer.**
 - e. Independent Juicer acknowledges and agrees that it is responsible for complying with all laws and regulations applicable to its performance of Delivery Services and Electric Charging Services (including through the use of Subcontractors/Charge Network Providers).

- f. Failure to comply with any part of this Section 4 will constitute a material breach of this Agreement.

5. **Charge Reward Fees and Invoicing.**

- a. **Charge Reward Fees.** LimeBike will pay Independent Juicer Charge Reward Fees for the Delivery Services and Electric Charging Services in the amounts and pursuant to the terms agreed to between the Parties for each Engagement. By unlocking any bike, Independent Juicer agrees to the Charge Fee Reward Schedule offered and applicable to that Engagement at the time offered. Failure to comply with the terms of the Engagement, including (a) deployment back to the Deployment Area or a LimeHub specified in the Engagement, including any hot spot deployment, and (b) performing the Electric Charging Services from an unauthorised location or using unauthorised equipment, shall be considered a failure to complete the Delivery Services and Electric Charging Services and shall result in Independent Juicer's not being entitled to any Charge Reward Fee, or to a reduced fee expressed as a percentage of the ordinary full reward fee. LimeBike reserves the right, in its sole discretion, to set reduced fee schedules for failure to comply with the terms of the Engagement, including but not limited to, for failure to deploy any bike to its designated location or hotspot by the time required, upon reasonable advance notice (electronic or otherwise) to Independent Juicer of LimeBike's intent to adopt such a reduced fee schedule.
- b. **Schedule of Charge Reward Fees.** The schedule of Charge Reward Fees that are offered for any specific Engagement via the LimeBike App shall be applicable to the Engagement, subject to all other terms and conditions set forth herein.
- c. **Entire Amount; Expenses.** The Charge Reward Fees and any gratuities paid to Independent Juicer pursuant to this Agreement constitute the entire amount to be paid by LimeBike for performance of Delivery Services and Electric Charging Services by Independent Juicer or any Subcontractors. **Independent Juicer acknowledges and agrees that it is solely responsible for all costs and expenses arising from its performance of Delivery Services and Electric Charging Services, including but not limited to costs related to Subcontractors and equipment. Except as otherwise required by law, Independent Juicer assumes all risk of damage or loss to any equipment used to perform Delivery Services and Electric Charging Services.**
- d. **Reporting.** LimeBike will report all Charge Reward Fees paid to Independent Juicer on a calendar-year basis, using an IRS Form 1099. Independent Juicer agrees to report all such payments to the appropriate federal, state and local taxing authorities. Upon execution of this Agreement, Independent Juicer will provide LimeBike with its business license number and federal employer identification number (if any).
- e. **Disputes.** Payment by LimeBike to Independent Juicer under the terms of this Agreement will be deemed complete and accurate unless disputed in accordance with the following requirements. To dispute a payment, Independent Juicer must submit written notice of the dispute to LimeBike within thirty (30) days of receipt of payment. If the Parties are unable to resolve the dispute, it shall be submitted to arbitration in accordance with Section 13 below.

6. **Relationship of the Parties.**

- a. This Agreement is made between co-equal, independent persons or business enterprises that are separately owned and operated, as the case may be. The Parties intend this Agreement to create the relationship of principal and independent contractor between LimeBike and Independent Juicer, and not that of employer and employee. Neither Party will have the right to bind the other by contract or otherwise, except as specifically provided hereunder.

- b. By initialing to the right of this line, Independent Juicer represents and acknowledges each of the following: INITIALS

1.	Independent Juicer is an INDEPENDENT CONTRACTOR, not a joint venturer with, or franchisee, partner, agent, or employee of LimeBike and understands that this Agreement creates the relationship of principal-independent contractor, not employer-employee.
2.	Independent Juicer specifically desires and intends to operate as an independent Delivery Services and Electric Charging Services provider.
3.	Independent Juicer understands that all Independent Juicers (including those in any Charge Partner Network) are independent contractors.
4.	Independent Juicer has no power or authority to incur any debt, obligation, or liability on behalf of LimeBike.
5.	Independent Juicer acknowledges that Independent Juicer is not entitled to coverage under LimeBike welfare, medical, or dental plans; life or disability insurance plans; pension plans; stock plans (including, without limitation, restricted stock units, stock options, or any other form of equity compensation); or any other LimeBike-sponsored fringe benefits.
6.	Independent Juicer will determine the method, details, and means of performance in the program. LimeBike has no right to, and will not, control the manner or determine the method of accomplishing performance, including the amount of time Independent Juicer spends on Electric Charging Services and/or Delivery Services.
7.	Independent Juicer will use its own equipment for the Engagement, including its own vehicle (if necessary), personal computer, cell phone, internet service provider, basic office supplies, etc., its own equipment includes any of its equipment leased from LimeBike.
8.	Independent Juicer assumes sole liability for and will pay all self-employment taxes (including Social Security), income taxes, and other reports required by your activities as an independent contractor; and you will abide by all federal, state, and local laws governing your participation in the program

9. If at any time Independent Juicer believes that its relationship with LimeBike is something other than an independent contractor relationship, Independent Juicer agrees to immediately notify LimeBike of this view in writing.

10. Independent Juicer is solely responsible for making any disclosures required by law or any licensure it may hold to any person or entity regarding its participation in the Engagement, including disclosing the possibility that it may receive Charge Reward Fees.

c. To the extent that Independent Juicer engages any Subcontractor (including any Subcontractor retained through a Charge Partner Network) to perform Delivery Services and Electric Charging Services, Independent Juicer and LimeBike acknowledge and agree that Subcontractor is not an employee of LimeBike and that no employment relationship exists between Subcontractor and LimeBike. Neither LimeBike nor Subcontractor will have the right to bind the other by contract or otherwise, except as specifically provided hereunder.

7. **Subcontractors.** Subject to compliance with this Agreement (including the requirements set forth in this Section 7 and the service level commitments set forth in Section 4), Independent Juicer will have sole discretion over whether to use Subcontractors (including any Charge Partner Network), and will be solely responsible for the direction and control of its Subcontractors. Independent Juicer (or its owner or principal) has no obligation under this Agreement to personally perform any Delivery Services and Electric Charging Services. **Notwithstanding the foregoing, Independent Juicer remains liable for the performance of Delivery Services and Electric Charging Services by its Subcontractors, and the engagement of Subcontractors will not release Independent Juicer from any of its obligations hereunder.**

a. Charge Reward Fees payable for Delivery Services and Electric Charging Services performed by Subcontractors will be payable to Independent Juicer. Independent Juicer assumes full responsibility, and LimeBike will not be responsible, for the payment of any compensation, benefits and expenses to Subcontractors (which will be determined in Independent Juicer's sole discretion), and for any required state and federal income tax withholdings, unemployment insurance, and Social Security taxes related to Subcontractors. Unless required by law, LimeBike will not have any withholding obligations with respect to Subcontractor compensation.

b. Independent Juicer will require all Subcontractors performing Delivery Services and Electric Charging Services hereunder to comply with all eligibility requirements set forth in Section 2 hereof, as if Subcontractor is Independent Juicer. Before allowing any Subcontractors to perform Delivery Services and Electric Charging Services, Independent Juicer will make its records demonstrating compliance with the foregoing requirements available to LimeBike for verification (including but not limited to Independent Juicer's agreement with any Subcontractors), and may be required to submit Subcontractors to checks imposed by LimeBike pursuant to Section 2(2.c). Any such checks will be made with Subcontractor's consent as required by applicable law. **LimeBike's right to verification herein does not in any way mitigate or reduce Independent Juicer's**

obligation to ensure Subcontractor's compliance with the requirements of this Agreement.

8. **Changes.** LimeBike has the right to amend this Agreement, LimeBike's prices, Charge Reward Offers and any aspect of the Engagement in LimeBike's sole and absolute discretion. By entering into this Agreement, Independent Juicer agrees to abide by all amendments or modifications that LimeBike makes. Amendments will be effective 7 days after LimeBike publishes notice that the Agreement has been modified by posting on LimeBike's official website. Amendments will not apply retroactively to conduct that occurred prior to the effective date of the amendment. The continuation of Independent Juicer's participation in the Engagement, including Independent Juicer's continued submission of invoices or the acceptance of any Charge Reward Offers, constitutes acceptance of all amendments.
9. **Indemnity.**
 - a. Independent Juicer agrees to indemnify, protect and hold harmless LimeBike and its affiliates, and their respective employees, officers, directors and agents (collectively, the "**LimeBike Indemnitees**") from any and all claims, demands, suits, losses, liabilities, damages, settlements, costs and expenses (including reasonable attorneys' fees) arising directly or indirectly from, as a result of or in connection with, (i) the actions or omissions of Independent Juicer, any Subcontractor or other person employed or engaged by Independent Juicer, including without limitation property damage or personal injury to, or death of, any person, or (ii) Independent Juicer's failure to comply with any term of this Agreement. LimeBike will have the right to select its counsel and direct its defense in the event that a claim triggering its right to indemnification hereunder is made.
 - b. Independent Juicer agrees to indemnify, protect and hold harmless the LimeBike Indemnitees from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including without limitation all payroll taxes, self-employment taxes, workers' compensation premiums, and any contributions imposed or required under federal, state and local laws, with respect to Independent Juicer and any Subcontractors.
 - c. Independent Juicer agrees to indemnify, protect and hold harmless the LimeBike Indemnitees from any and all costs of Independent Juicer's business sought to be paid by LimeBike, including without limitation costs of wages (or back wages), employee benefits, insurance or regulatory licenses, permits or fines.
 - d. Unless resolved informally or in small claims court, all damage or injury claims between LimeBike and Independent Juicer will be resolved pursuant to the Arbitration Provision (as defined and set forth in Section 13).
10. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,
 - a. LIMEBIKE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY: (A) PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, IN CONNECTION WITH (I) THE PERFORMANCE OF DELIVERY SERVICES AND ELECTRIC CHARGING SERVICES; (II) THE ACCESS TO OR USE OF THE LIMEBIKE APP; (III) THE USE OF

ANY EQUIPMENT (INCLUDING CHARGING EQUIPMENT) PROVIDED BY LIMEBIKE; (B) ERRORS, MISTAKES OR INACCURACIES OF THE LIMEBIKE APP; (C) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE LIMEBIKE APP; (D) ERRORS OR OMISSIONS IN ANY CONTENT OR LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE THROUGH THE LIMEBIKE APP; (E) BUGS, VIRUSES, TROJAN HORSES OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE LIMEBIKE APP BY ANY THIRD PARTY; OR (F) UNAUTHORIZED ACCESS TO OR USE OF LIMEBIKE'S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN BY ANY THIRD PARTY.

- b. LIMEBIKE MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR GUARANTEES REGARDING ANY EQUIPMENT (INCLUDING BIKES AND CHARGING EQUIPMENT) FROM LIMEBIKE, INCLUDING (I) THE RELIABILITY, QUALITY, SUITABILITY OR AVAILABILITY OF THE EQUIPMENT, (II) THAT THE EQUIPMENT OR ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE, (III) THAT THE EQUIPMENT IS FIT FOR ANY PARTICULAR PURPOSES OR COMPLIES WITH ANY APPLICABLE LAWS (INCLUDING ON PRODUCT OR FIRE SAFETY). INDEPENDENT JUICER AGREES THAT ALL EQUIPMENT ARE PROVIDED BY LIMEBIKE STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS.

11. **Confidentiality.**

- a. **Confidential Information.** The Parties understand that the service arrangement created by this Agreement requires the Parties to disclose and exchange confidential, proprietary and other sensitive or non-public information regarding their operations or customers (collectively, "**Confidential Information**"). The Confidential Information of LimeBike includes without limitation: (i) identities and contact information of LimeBike customers and riders; (ii) personal information of customers and riders (such as email address, phone number, and address); (iii) fees and billing practices; (iv) strategic plans; (v) marketing and advertising materials; (vi) data regarding methods, formulae, systems, data processes and technology (including rating system); and (vii) agreements, notices and other correspondence between LimeBike and Independent Juicer. The Confidential Information of Independent Juicer includes without limitation: (i) equipment; (ii) licenses and other legal authorizations; (iii) educational training materials, including but not limited to, LimeBike Lesonly materials (iv) business operations; and (v) marketing and advertising materials. Confidential Information also includes the terms of this Agreement and any Charge Reward Offer, Charge Reward Fee and/or Fee Structure or Engagement.
- b. **Use and Disclosure.** The Parties agree to use each other's Confidential Information solely to effectuate their respective obligations hereunder, and will not disclose each other's Confidential Information to any third parties; provided, however, that Confidential Information may be disclosed to such Party's employees, agents, contractors, subcontractors and representatives who have a need-to-know such information to perform its obligations under this Agreement, and are subject to confidentiality obligations at least as restrictive as those herein. Each Party will be responsible for any breach of this provision by its employees, agents, contractors, subcontractors and representatives. This Section 11b will not apply to Confidential Information which: (i) was in the public domain at the time it was communicated to the

recipient or subsequently enters the public domain through no fault of the recipient; (ii) the recipient can prove was independently developed by recipient or already known to recipient at the time of receipt (without violation of its obligations hereunder); (iii) was rightfully communicated to recipient, free of any obligation of nondisclosure or restriction as to use; or (iv) is required to be disclosed pursuant to judicial order or other compulsion of law, provided that recipient will promptly notify the other Party of such requirement, and will comply with any protective or similar order imposed on such disclosure. In the event of an unauthorized disclosure of Confidential Information, the recipient will bear the burden of proving that one or more of the foregoing exceptions apply.

- c. Ownership. All Confidential Information will remain the exclusive property of the disclosing Party. Nothing in this Agreement will be deemed to grant a Party any rights in or to the Confidential Information disclosed by the other Party, or any part thereof.
- d. Breach. In the event of a breach of this Section 11, the aggrieved Party will have the right to demand the immediate return of all Confidential Information and recover its actual damages incurred by reason of such breach in accordance with the Arbitration Provision (as defined and set forth in Section 12). The Parties specifically acknowledge that the unauthorized use or disclosure of Confidential Information would result in irreparable harm for which there is no adequate remedy at law, and in such event the aggrieved Party will be entitled to an injunction pending arbitration, or any other remedy available at law or in equity to prevent further unauthorized use or disclosure, and that no bond will be required. Failure to comply with any part of this Section 11 will constitute a material breach of this Agreement.
- e. Personal Data. Independent Juicer consents to the collection, use and disclosure of personal data (including geo-location information) of Independent Juicer by LimeBike, in accordance with LimeBike's Privacy Policy (<https://www.li.me/privacy>), and for the purposes set out in the policy, and of this Agreement (including monitoring and ensuring compliance by Independent Juicer to this Agreement).

12. Term; Termination.

- a. Termination. This Agreement will commence on the Effective Date, and will continue until terminated by either Party in accordance with Section 2.d) or this Section 12.
 - i. Material Breach. Either Party may terminate this Agreement immediately in the event of the other Party's material breach of any provision of this Agreement by giving written notice to the other Party identifying the breach or breaches relied upon. Examples of material breach by Independent Juicer include, without limitation, the following:
 - 1. Any violation of applicable law or regulation in connection with the performance of Delivery Services and Electric Charging Services, whether or not such violation resulted in legal action;
 - 2. Any action or omission negatively impacting LimeBike's reputation or relationship with riders or customers using the Platform (including rude,

obscene, negligent or otherwise unprofessional conduct while performing Delivery Services and Electric Charging Services);

3. Any action or omission threatening the safety of Independent Juicer or Subcontractors, or any rider or delivery customer (including without limitation reckless driving or biking, threats or aggression, stalking and/or contacting individuals without permission); or
 4. Being under the influence of illegal substances, alcohol or marijuana while performing Delivery Services and Electric Charging Services.
- ii. Convenience. Either Party may terminate this Agreement by giving the other Party Fourteen (14) days' written notice.
 - iii. Obligations on Termination. Upon termination of this Agreement for any reason, Independent Juicer will immediately, at its sole expense, return to LimeBike any LimeBike property provided to Independent Juicer. If Independent Juicer fails to return any LimeBike property, Independent Juicer agrees that LimeBike may withhold any amount that LimeBike owes to Independent Juicer including Charge Reward Fees.
 - iv. Survival. The rights and obligations set forth in Sections 5, 6, 8, 9, 10, 11, 12, 13 and 14 of this Agreement will survive the termination of this Agreement and any Engagement(s) hereunder, and will continue in effect and inure to the benefit of and be binding upon the Parties and their legal representatives, heirs, successors and assigns.
 - v. LimeBike App. Notwithstanding anything to the contrary in this Agreement and without prior notice or liability to Independent Juicer, LimeBike may change or restrict Independent Juicer's access to the LimeBike App, either temporarily or permanently, if Independent Juicer or any Subcontractor is or is reasonably suspected of being in breach of this Agreement.
- b. Service Arrangement. The Parties acknowledge that the term of this Agreement does not reflect an uninterrupted service arrangement. LimeBike may make Charge Reward Offers in its sole discretion, and Independent Juicer may accept or reject Charge Reward Offers in its sole discretion. In no event will LimeBike be required to make any particular volume of Charge Reward Offers to Independent Juicer, nor will Independent Juicer be required to accept any particular volume of Engagements. No Delivery Services and Electric Charging Services will be performed without the Parties' mutual agreement to an Engagement.

13. Arbitration.

To the fullest extent permitted by law, the Parties mutually agree to resolve any and all disputes between or among them exclusively through final and binding arbitration before the Judicial Arbitration and Mediation Service ("JAMS"), rather than in court or before any administrative or regulatory body. This agreement to arbitrate ("**Arbitration Provision**") will extend to any dispute involving Independent Juicer, any Subcontractor, LimeBike and/or any affiliate of

LimeBike for which Independent Juicer performs Delivery Services and Electric Charging Services. This Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) and will apply to any and all claims including but not limited to those arising out of or relating to this Agreement (including the termination of this Agreement), Independent Juicer's independent contractor classification and status with LimeBike or its affiliates, the provision of Delivery Services and Electric Charging Services hereunder or any other aspect of the relationship between the Independent Juicer, any Subcontractor, LimeBike and/or any affiliate of LimeBike, whether arising under federal, state or local statutory and/or common law. **Except with respect to the enforceability, revocability or validity of the Class Action Waiver, only an arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Provision.** However, notwithstanding the preceding sentence, disputes relating to the interpretation or application of the Class Action Waiver below, including its enforceability, revocability or validity, may be decided only by a court of competent jurisdiction and not an arbitrator. Regardless of any other terms of this Agreement, nothing in this Agreement or Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision.

- a. Notice. If either Party wishes to initiate arbitration, such Party must notify the other Party in writing via certified mail, return receipt requested, or hand delivery within the applicable statute of limitations period. The demand for arbitration must include (i) the name and address of the person or entity seeking arbitration, (ii) a statement of the legal and factual basis of the claim, and (iii) a description of the remedy sought. Any demand for arbitration directed at LimeBike must be delivered to LimeBike, One Sansome Street, 21st Floor, San Francisco, CA 94104, Attn: General Counsel. Any demand for arbitration by LimeBike must be delivered to Independent Juicer's last known business address. This Section 13(a) will also constitute the notice provision for all notices hereunder, except that notices other than initiating arbitration may also be made via email to a designated email address.
- b. Class Action Waiver. The Parties mutually agree that in connection with entering into this Arbitration Provision, they waive their right to have any dispute or claim brought between them heard or arbitrated as a class action, collective action, and/or representative action, and an arbitrator will not have any authority to hear or arbitrate any class, collective or representative action ("**Class Action Waiver**"). Notwithstanding any other clause contained in this Agreement or the JAMS Rules (as defined below), 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 (i) the dispute is filed as a class, collective, and/or representative action and (ii) there is a final judicial determination that all or part of this Class Action Waiver is unenforceable, the class, collective, and/or representative action must be litigated in a civil court of competent jurisdiction, but only to the extent the Class Action Waiver is deemed unenforceable, and the portion of the Class Action Waiver that is enforceable will be enforced in arbitration.
- c. Private Attorney General Action Waiver. This Agreement affects your ability to bring private attorney general representative actions under the California Labor Code. Both LimeBike and you agree to bring any dispute in arbitration on an individual basis only,

and not on a private attorney general representative basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a private attorney general representative action, or as a member in any such private attorney general proceeding (“Private Attorney General Waiver”). The Private Attorney General Waiver does not affect your ability to bring a claim in arbitration seeking unpaid wages or other relief solely on your own behalf and not on behalf of others. Notwithstanding any other provision of this Agreement or the JAMS Rules, disputes in court or arbitration regarding the validity, enforceability or breach of the Private Attorney General Waiver may be resolved only by the court and not by an arbitrator. In any case in which (1) the dispute is filed as a private attorney general action and (2) there is a final judicial determination that all or part of the Private Attorney General Waiver is unenforceable, the private attorney general action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Private Attorney General Waiver that is enforceable shall be enforced in arbitration. The Private Attorney General Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

- d. Your Right to Opt Out of the Private Attorney General Waiver. Acceptance of the Private Attorney General Waiver is not a mandatory condition of your Independent Juicer Agreement with LimeBike, and therefore you may submit a statement notifying LimeBike that you wish to opt out and not be subject to the Private Attorney General Waiver. In order to opt out of the Private Attorney General Waiver, you must notify LimeBike by sending or hand delivering to LimeBike, Head of People, One Sansome Street, 21st Floor, San Francisco, CA 94014 (or by email to: ro@limebike.com) a written notice signed and dated by you stating that you are opting out of the Private Attorney General Waiver. In order to be effective, the opt out notice must be provided within 30 days of your receipt of this Agreement. If you opt out of the Private Attorney General Waiver, you and LimeBike will continue to be mutually bound by all other terms of this Agreement, including without limitation the Class Action Waiver. The right to opt out described in this paragraph applies only to the Private Attorney General Waiver and not any other provision of this Agreement.
- e. Procedure. Any arbitration shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures (and in accordance with the Expedited Procedures in those Rules where agreed upon by both Parties) (“JAMS Rules”), except as follows:
- i. The arbitration will be heard by one arbitrator selected in accordance with the JAMS Rules. The arbitrator will be an attorney or retired judge with experience in the law underlying the dispute.
 - ii. If the Parties cannot otherwise agree on a location for the arbitration, the arbitration will take place in the city in which Independent Juicer last provided Delivery Services and Electric Charging Services under this Agreement.
 - iii. Each Party will pay the fees for his, her or its own attorneys, subject to any remedies to which that Party may later be entitled under applicable law. However, in all cases where required by law, LimeBike will pay the arbitrator's

fees and arbitration fees. If under applicable law LimeBike is not required to pay all of the arbitrator's fees and/or arbitration fees, such fee(s) will be apportioned between the Parties in accordance with said applicable law, and any disputes in that regard will be resolved by the Arbitrator.

- iv. 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.
 - v. Except as provided in the Class Action Waiver, the arbitrator may award all remedies to which a party to the arbitration is entitled under applicable law and which would otherwise be available in a court of law, but will 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 will apply the state or federal substantive law, or both, as applicable.
 - vi. The arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedures governing such motions.
 - vii. The arbitrator's decision or award will be in writing, with findings of fact and conclusions of law.
 - viii. The Parties may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief if necessary to preserve the status quo or to prevent the possibility of irreversible or irreparable harm, pending final resolution of arbitration proceedings.
- f. Right to Consult with an Attorney. Independent Juicer acknowledges that it has been given the opportunity to consult with private counsel of its choice with respect to whether to agree to any aspect of and any claim that may be subject to this Arbitration Provision. Except as described in subsection (b) above, in the event that any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable.
14. **Governing Law.** With the exception of the interpretation, validity or enforceability of the Arbitration Provision, the remaining provisions of this Agreement shall be governed by the laws of the state or locality where Independent Juicer provides Delivery Services and Electric Charging Services as of the date of entry into this Agreement, without regard for choice-of-law provisions. Independent Juicer consents to personal and exclusive jurisdiction and venue in the state or locality of the address where Independent Juicer resided at the time of entering into this Agreement. This Governing Law Section shall apply to Independent Juicer notwithstanding any choice of law provision in the User Agreement.
15. **Miscellaneous.**

- a. Assignment. Independent Juicer may not assign this Agreement without the prior written consent of LimeBike. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of any permitted successors and assigns.
- b. Severance. If any provision of this Agreement is found to be unenforceable or unlawful, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- c. Waiver. Failure of either Party to enforce any provision of this Agreement will not be construed as a waiver thereof, or as excusing the other Party from future performance.
- d. Headings. Headings appearing in this Agreement are for convenience only and do not in any way limit, amplify, modify or otherwise affect the terms and provisions of this Agreement.
- e. Entire Agreement. This Agreement, together with any appendices attached hereto, sets forth the default provisions governing LimeBike’s engagement of Independent Juicer for the provision of Delivery Services and Electric Charging Services, and supersedes any and all previous agreements between the Parties, whether written or oral. Together with the terms of any Engagements agreed to between the Parties, this Agreement is the entire Agreement between the Parties with respect to the subject matter herein.

INDEPENDENT JUICER ACKNOWLEDGES, REPRESENTS AND WARRANTS THAT IT HAS THE RIGHT, AUTHORITY AND CAPACITY TO ENTER INTO THIS AGREEMENT, HAS READ AND FULLY UNDERSTANDS THE PROVISIONS OF THIS AGREEMENT AND HAS HAD SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH PERSONAL FINANCIAL, TAX AND LEGAL ADVISORS PRIOR TO EXECUTING THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto enter into and execute this Agreement on the dates specified below.

NEUTRON HOLDINGS, INC. (dba LIMEBIKE)	INDEPENDENT JUICER
Dated: _____, 20__	Dated: _____, 20__
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title (if any): _____