

## JOLT DELIVERY ENGAGEMENT AGREEMENT

This Engagement Agreement (the “Agreement”) is made as of \_\_\_\_\_, 2017 (the “Effective Date”), by and between Jolt Delivery, LLC a California limited liability company (“Jolt”) and \_\_\_\_\_ (“Company”). In consideration of the promises and mutual covenants contained herein, Jolt and Company, hereby agree as follows:

1. Company is engaged in the business of owning and operating a restaurant, or chain of restaurants known as \_\_\_\_\_ (the “Restaurant(s”).

2. Company would like to retain the services of Jolt as in independent contractor, to fulfill Restaurant’s home and office delivery orders to Company’s customers, and Jolt hereby accepts this engagement.

3. Jolt’s essential duties and responsibilities shall include (i) safely transporting food orders placed by Company’s Restaurant customers to designated locations in a timely, safe and courteous manner, (ii) following delivery and pickup instructions from Company personnel, (iii) reporting missed delivers (customer not at home/office) and changes in customer status to Company personnel, and (iv) ensuring that the content of all orders matches its receipt (collectively the “Scope of Work”).

4. Jolt agrees to indemnify, and hold Company, Company’s parents, subsidiaries, affiliates, directors, owners, shareholders, members, officers, employees (individually and collectively referred to herein as (“Company Indemnified Parties”), harmless from and against all third party claims, allegations, actions, proceedings, losses, profits, liabilities, judgments, penalties, fines, damages, costs and expenses, including but not limited to reasonable attorneys’ fees (individually and collectively referred to herein as “Claims”), which Company shall incur or suffer by reason of the gross negligent acts, or willful misconduct of Jolt or Jolt’s employees, independent contractors, subcontractors or agents while acting within the Scope of Work. To the extent that the actions or conduct of Jolt or Jolt’s employees, independent contractors, subcontractors or agents fall outside of the Scope of Work, there shall be no indemnification obligation owed by Jolt towards the Company Indemnified Parties.

5. Company shall not, directly or indirectly, make any contract with, undertake to deal with, engage in any transactions with, or make any disclosure to any Independent Contractor driver retained or formerly retained by Jolt which would interfere with the actual current business relationship or any prospective business relationship between Jolt or any prospective party for which the Company is in the process of bidding or proposing to render services.

6. Company shall not contact Independent contractor drivers retained or formerly retained by Jolt via text, email, phone, social media or other means of communication without prior approval of Jolt. Jolt will not be held responsible for unauthorized actions or communications between Independent contractor driver and Company. Failure to adhere to this agreement may result in legal action taken against Company for loss of future revenue.

7. Company shall not compensate Independent Contractor drivers directly at any moment. Jolt is fully responsible for filling money exchanged and payments for Independent Contractors and Company shall not interfere in this process.

8. Jolt and Company acknowledge and agree that each party has retained counsel in connection with the negotiation and preparation of this Agreement, or has had the opportunity to do so, and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party

shall not be employed in the interpretation of this Agreement or any schedule or exhibit hereto.

9. This Agreement may be executed in counterparts and/or in facsimile or electronic signature copies and each counterpart shall be deemed an original.

10. Jolt and Company have executed this Agreement to signify their acceptance to all terms, to be effective as of the date first above set forth.

11. Jolt and Company have reached an agreement as to the price and payment terms for the Scope of work. The agreement involves the charge of 10% Commission, based on the net amount of Company's delivery sales credited to Jolt, as well as set fees referred to as Delivery Charges (chart listed below) and full amount of all Gratuities.

DELIVERY CHARGES					
Radius	\$15 to \$99.99	\$100 to \$499.99	\$500 to \$999.99	\$1,000 to \$1,499.99	\$1,500 plus
0-3 Miles	\$5	\$12	\$20	\$50	Custom Fee
3-5 Miles	\$8	\$15	\$20	\$50	Custom Fee
5-8 Miles	N/A	\$25	\$35	\$50	Custom Fee
8-10 Miles	N/A	\$35	\$45	\$60	Custom Fee
Please contact dispatch line to check estimated delivery charge for catering orders going over 10 miles.					

Company must pay full amount of Delivery Charges, Gratuities and Commission on a weekly basis to Jolt, using Automated Clearing House (ACH) transactions.

12. Jolt and Company shall cooperate with one another and work together in good faith to modify terms of the price and payment for the Scope of work based on unknown variants of the business environment. This Agreement can be nullified voluntarily by either party at any time only requiring a two-week notification period.

13. In the event any dispute arises concerning the terms of this Agreement or the collection of payment for services rendered by Jolt, the prevailing party shall be entitled to their costs, including reasonable attorneys' fees.

**JOLT:**  
Jolt Delivery, LLC, a California limited liability company

**COMPANY:**

By: \_\_\_\_\_