

Vertical Growers Network Ltd

Courier Agreement

THIS AGREEMENT, made as of the date set forth below by and between the Vertical Growers Network Ltd (hereinafter the "**Company**") and the undersigned individual (hereinafter "**You**" or the "**Contractor**").

FOR VALUABLE CONSIDERATION, the parties hereto agree as follows:

1. You are hereby engaged by the Company as a non-exclusive independent contractor of the Company to provide delivery services (the "**Services**"). You retain the right to provide Services to other businesses and consumers at any time and You will hold yourself out to the general public as a separately established business.
2. Your courier service will provide the Services by motor vehicle ("**Vehicle Courier**"), subject to those Services being required in the Territory.
3. Either the Company or You may terminate this Agreement at any time by providing 7 days' written notice to the other, by email or other written communication. In the event of a breach of the terms of this Agreement by a party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party. This Agreement shall terminate without any further action on the part of the Company or You if You do not provide any Services to the Company during any consecutive three (3) month period.
4. You are not required to perform any minimum level of Services, and You can provide the Services at such times, and during such intervals, as You alone determine. You can refuse to perform the Services at any time.
5. You will be required to follow planned routes, directions or otherwise in connection with Your performance of the Services, provided that You comply with any code(s) of conduct (the "**Code(s) of Conduct**") published by the Company for its independent contractors from time to time.
6. You are not required to provide the Services personally, and may, to the extent permitted by law and subject to the terms of this Agreement, employ or engage employees or contractors ("**Personnel**") to perform the Services. You are solely responsible for the hiring, direction, control, management, supervision and payment of any Personnel who provide the Services in connection with this Agreement. If You use the services of Personnel to provide the Services, the

Personnel must agree to comply with the terms of this Agreement as if they were You and such agreement must be in a form acceptable to the Company, evidence of which will be furnished to the Company prior to the Personnel providing any Services.

7. You acknowledge that You are required to use your business judgment in providing the Services, and that, based upon your exercise of Your own business judgment, and Your efficiency in providing the Services in connection with this Agreement, You will experience a potential range of business outcomes including the chance for profits and the risk of losses.
8. You are solely responsible for obtaining, using and maintaining all tools of the trade, including but not limited to, a Vehicle and a smartphone required to perform the Services pursuant to this Agreement.
9. No relationship of principal to agent, master to servant, employer to employee or franchisor to franchisee is established between the parties. You acknowledge and agree that You are responsible for payment of all permits, licenses, insurance, health benefits, workers compensation or insurance, disability benefits, employment insurance and all taxes (including without limitation, foreign, federal, state, provincial, county and local income taxes), or amounts in lieu thereof, and interest thereon levied or based on amounts payable or paid to You by the Company (excluding taxes on our net income) and You agree to indemnify the Company fully in connection with any of the foregoing.

10. You represent and warrant as follows:

- You operate an independent business (either as a sole proprietor, partnership or company) that provides the Services
- You possess or have unfettered access to all tools of the trade required to perform the Services pursuant to this Agreement
- You have obtained such permits, licenses, approvals, and authority that may be required under the laws of the Territory to perform the Services
- You have a smartphone with an operating system of IOS9 or Android 4.2 or higher
- You will keep secure and confidential any account password(s) or any identification we provide You from time to time
- You will provide us with whatever proof of identity we may reasonably request. You consent to the Company's completion of a check for records of criminal charges and convictions within or outside the Territory from time to time, and

agree to provide such information to the Company as may be required for such purpose

- In addition to the above, if you are providing the Services as a Vehicle Courier:
 - You own, or have the legal right to operate, a duly registered motor vehicle (the "**Vehicle**") that is subject to **Appendix B, VGN Minimum Vehicle Requirements** and you will use the Vehicle to provide the Services.
 - You have a valid driver's license duly recognized in the territory in which you will be providing Services pursuant to this Agreement ("**Territory**").
 - You will be provided a specific Service Zone Territory as specified in Appendix A
 - The Vehicle is in good operating condition and meets the industry safety standards for a vehicle of its kind.
 - You have a valid policy of liability insurance for the Vehicle (including minimum third-party liability policy limits of \$1,000,000), and any other insurance that is required by applicable laws in the Territory.
 - You will be solely responsible for any and all liability which results or is alleged as a result of the operation of the Vehicle including, but not limited to personal injuries, death and property damages. You will obey all local laws related to the performance of the Services and will be solely responsible for any violations of such local laws.
 - You will be required to attend a 1 day product delivery training program at the VGN facility that will introduce "Cold Chain Management" (Appendix C)
 - Thermo Cold Chain Bags are an asset of the company. Lost or damaged Thermo Cold Chain Bags will be deducted off the courier's invoice (Appendix D)

11. At the request of the Company, You agree to provide the Company with such documents as they may reasonably require in order to demonstrate compliance with those representations and warranties set forth in Section 10 above are true and correct (the "**Documents**") prior to Your performing any Services hereunder.

12. You must notify the Company immediately (prior notice if possible) if for any reason You do not or no longer satisfy any representation or warranty in Section 10, including (i) if any new Document is required, (ii) if any Documents You provided expire or (iii) if any Documents are terminated or become invalid (an "**Expiry Event**"). Upon the occurrence of any Expiry Event (or prior if possible),

You must promptly provide the Company with updated, valid Documents. Failure to do so could lead to a prohibition on You providing the Services until valid Documents are provided to the Company.

13. You will conscientiously perform the Services in connection with this Agreement in a safe, efficient, skillful, workmanlike, professional and competent manner in accordance with accepted industry standards, and in accordance with: (i) the Code(s) of Conduct, if any, and (ii) the terms of use of the Company's products and services published on its website from time to time at [http://verticalgrowersnetwork.com/courier - terms of service](http://verticalgrowersnetwork.com/courier-terms-of-service). It is also agreed by the parties that, if there is any conflict between those obligations as set out in the Terms of Service and those contained herein, the provisions which provide the most protection to the business of the Company or its related entities at such time shall govern.
14. You must provide Your direct deposit information. The Company will pay You for the Services rendered in accordance with the Terms of Service as listed in Appendix E. Please note that all such payments are inclusive of applicable sales, value-added or other taxes that may be applicable to the performance and payment of the Services.
15. During Your provision of the Services, You may have access to confidential information, including in respect of the Company, its related entities or third parties ("**Confidential Information**"). You agree that while you are an independent contractor of the Company and at all times thereafter, You will not, without the prior written consent of the Company, except as required by law or for You to obtain professional advice: a. reveal, disclose or make known any Confidential Information to any person; or b. use the Confidential Information for any purpose, other than for the purpose of providing the Services in connection with this Agreement.
16. You may be provided with and have access to personally identifying information pertaining to consumers, restaurants, and other VGN clients, and their employees and representatives, or others through the Company's website or through other means, including names, addresses, email addresses, and telephone numbers, order information and other information about identifiable individuals ("**Personal Information**"). You will not, under any circumstance, access or use any Personal Information for any purpose other than the sole purpose of rendering the Services in connection with this Agreement. You will at all times maintain the strict confidentiality of Personal Information and will not reveal, disclose or make known any Personal Information to any person. You will securely destroy any and all Personal Information immediately after completing

any Service the Personal Information pertains to. You agree to comply with the Company's privacy policy, available at <https://verticalgrowersnetwork.com/privacy-policy> as updated or amended by the Company from time to time.

17. You acknowledge that the products and services made available by the Company from time to time and all rights therein are and shall remain the Company's property or the property of the Company's licensors. Neither this Agreement nor Your provision of the Services convey or grant to You any rights: (i) in or related to the products or services offered by the Company from time to time; or (ii) to use or reference in any manner the Company's company names, logos, product and service names, trademarks or services marks or those of the Company's licensors ("**Intellectual Property**").
18. **THE COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE COMPANY'S PRODUCTS OR SERVICES TO WHICH YOUR PROVISION OF THE SERVICES RELATES. THE COMPANY'S SERVICES AND SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.**
19. By entering into this Agreement, You agree that You shall defend, indemnify and hold the Company, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) Your violation or breach of any term of this Agreement or any applicable law or regulation, including any local laws or ordinances, whether or not referenced herein, or (b) Your ownership, use or operation of a motor vehicle in connection with the company's Software or Services made available from time to time.
20. If there is any dispute or controversy between (1) You or any of Your Personnel and (2) the Company or any related entity, including any dispute or controversy arising out of or relating to this Agreement, any Services, any interactions or transactions between (1) You or any of Your Personnel and (2) the Company or any related entity, or in respect of any legal relationship associated with or derived from this Agreement, including this Agreement's negotiation, validity, existence, breach, termination, construction or application, or the rights, duties

or obligations of any party to this Agreement (each, a "**Dispute**"), any party will serve any notice on the other party and each party must use good faith efforts to resolve the Dispute informally.

21. If the Dispute is not resolved after twenty (20) business days of a party serving notice on the other party that there is a Dispute, the parties agree that the Dispute will be finally resolved by confidential arbitration before a single arbitrator in accordance with the Arbitration Rules of the ADR Institute of Canada, Inc. The parties agree that the arbitration will be conducted by the parties on an ad hoc basis and will not be administered by the ADR Institute of Canada, Inc.
22. If You are a resident in the Province of Quebec, the seat of the arbitration will be Quebec or such other location as agreed to by the parties acting reasonably. The language of the arbitration will be either French or English, at your election.
23. If You are a resident of a province other than Quebec, the seat of the arbitration will be Alberta or such other location as agreed to by the parties acting reasonably. The language of the arbitration will be English.
24. The Company will pay the reasonable arbitration costs. There will be no appeals from any question of fact or law, or any other issue.
25. The parties will resolve any Dispute on an individual basis. Any claim you may have must be brought individually, in Your individual capacity and not as a representative plaintiff or class member, and you will not join such claim with claims of any other person or entity, or bring, join or participate in a class action lawsuit, collective or representative proceeding of any kind (existing or future) against the Company or any related entity.
26. Nothing in this Agreement will prohibit the Company from seeking interim measures from a court, including preliminary or injunctive relief or in order to address any breach by You of Sections 16 (personal information), 15 (confidential information) and 17 (Intellectual Property).
27. This Agreement will be construed and interpreted in accordance with the laws of the Province of Alberta.
28. Amendments will be effective upon the Company posting the updated Agreement at this location. Your continued provision of the Services after such posting constitutes your consent to be bound by this Agreement, as amended.
29. This Agreement represents the full and final understandings between the parties, and supersedes any and all previous understandings, commitments, and agreements, oral or written, pertaining to the Services. Without limiting the generality of the foregoing, the parties agree that this Agreement replaces and supersedes any previous agreement between You and us, and governs the legal

relationship and all legal issues between You and us, including but not limited to any Dispute arising from or related to this Agreement or any previous agreement between You and us.

30. This Agreement and the rights granted hereunder shall not be assigned, encumbered by security interest or otherwise transferred by You without the Company's prior written consent.

31. If, in any jurisdiction, any covenant, provision or restriction contained in this Agreement is found to be restricted, prohibited, void or unenforceable (in whole or in part) by a court or decision maker (i.e. arbitrator) of competent jurisdiction, it will be severable and will not affect or impair the validity of any other covenants, provisions or restrictions contained herein, nor will it affect the validity or enforceability of such covenants, provisions or restrictions in any other jurisdiction or in regard to other circumstances. Any covenants, provisions or restrictions found to be restricted, prohibited, void or unenforceable are declared to be separate and distinct, and the remaining covenants, provisions and restrictions will remain in full force and effect.

32. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND AND AGREE TO BE BOUND BY AND COMPLY WITH ALL OF ITS PROVISIONS. YOU ACKNOWLEDGE THAT YOU HAVE HAD REASONABLE OPPORTUNITY TO REVIEW THIS AGREEMENT CONTAINING THE TERMS OF OUR AGREEMENT AND HAVE HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL ADVISORS OF YOUR OWN CHOICE BEFORE AGREEING.

Authorized by the Courier Contractor:

Signed this _____ Day of _____, 2019

Signature _____

Personal Name _____

Company Name _____

Company Address _____

Phone Number _____

Email Address _____

Authorized by Vertical Growers Network Ltd:

Signed this _____ Day of _____, 2019

Signature_____

Name _____

Title _____

Appendix A:

Your Specific Zone Territory is:

City or District of: _____

Province of: _____

North Boundary (Street or Avenue) _____

West Boundary (Street or Avenue) _____

East Boundary (Street or Avenue) _____

South Boundary (Street or Avenue) _____

Appendix B

Minimum Vehicle for Service:

SUV, Mini-Van, Extended Cab Truck, capable of transporting a maximum of eight (8) to ten (10) insulated temperature controlling bags inside the vehicle. Each bag size 22 inched long, 15 inches wide, 15 inches high, maximum weight per page 4.5 kg (10 lbs)

VGN Courier Delivery Schedule:

Greater Edmonton Area Pick Up: Daily between 8:30 Am and 9 AM or as otherwise specified

Greater Red Deer Area Pick Up: Location to be determined.

Edmonton and Red Deer Deliveries between 9 AM to 4 PM, Monday through Friday

Appendix C: Cold Chain Management

Courier candidates must complete a 1-day training course at the VGN Leduc facility on the methods of maintaining and insuring “Cold Chain Management” protocols are adhered to with the Thermo Cold Chain Bags

Couriers will be responsible to delivery Thermo Bags within a “MAXIMUM” of 4 hrs after pick up. The bags must remain closed until delivered to insure shipping temperature is maintained.

Appendix D: Thermo Cold Chain Bags

Thermo Cold Chain Bags are an asset of the company. Lost or damaged Thermo Cold Chain Bags due to the negligence of the courier will be deducted off the courier’s invoice at a cost of \$100 per bag.

Appendix E: 2019 Payment Schedule

When Submitting invoices for approval include the following:

- Delivery Documentation signed by customer
- Date of delivery
- Invoice number
- Location and number of deliveries
- Name of Zone Manager for approval

Payments will be paid on the following dates for orders completed from last cut-off date to current cut-off:

August Cut-off:	09 th	Pay day 15	Cut-off 24 th	Pay day 30
September Cut-off:	09 th	Pay day 13	Cut-off 24 th	Pay day 30
October Cut-off:	09 th	Pay day 15	Cut-off 24 th	Pay day 31
November Cut-off:	09 th	Pay day 15	Cut-off 24 th	Pay day 29
December Cut-off:	09 th	Pay day 13	Cut-off 24 th	Pay day 31