

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into by and between you, the undersigned contractor (“CONTRACTOR”), an independent contractor engaged in the business of providing delivery services contemplated by this Agreement, and HopTo, Inc. (“HOPTO” or “COMPANY”). CONTRACTOR may enter this Agreement either as an individual or as a corporate entity. This Agreement becomes effective on the date it is accepted, regardless of whether you are eligible to or ever perform any Contracted Services.

IMPORTANT: CAREFULLY REVIEW THIS AGREEMENT, ESPECIALLY SECTION XI, WHICH CONTAINS A MUTUAL ARBITRATION PROVISION REQUIRING PARTIES (UNLESS YOU OPT OUT OF ARBITRATION) TO RESOLVE DISPUTES ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. BY ACCEPTING THIS AGREEMENT, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD ALL TERMS, INCLUDING SECTION XI, AND HAVE TAKEN THE TIME AND SOUGHT ANY ASSISTANCE NEEDED TO COMPREHEND THE CONSEQUENCES OF ACCEPTING THIS AGREEMENT.

THE PARTIES

HOPTO is a company that operates an online marketplace using web-based technology connecting contractors and shoppers directly to retailers for product viewing, purchasing, and immediate product delivery (“HOPTO Platform” or “Platform”). HOPTO’s software allows registered users to place orders from various retailers and businesses. When orders are placed, HOPTO software notifies contractors of available delivery opportunities and facilitates completion of the delivery. HOPTO is not a retailer or a delivery service.

CONTRACTOR is an independent provider of delivery services, authorized to perform delivery services contemplated by this Agreement in the geographic location(s) in which CONTRACTOR operates. CONTRACTOR possesses all necessary equipment and personnel to perform delivery services in accordance with applicable laws. CONTRACTOR desires to enter this Agreement for the right to access delivery opportunities through HOPTO’s Platform. CONTRACTOR understands and agrees that they are not an employee of HOPTO or any retailer, other business, or consumer and that they provide delivery services on behalf of themselves and their business, not on behalf of HOPTO. CONTRACTOR acknowledges (i) they can choose when to be available on the Platform to receive delivery opportunities; (ii) they can accept or reject opportunities transmitted through the HOPTO Platform and make decisions to maximize their profit; and (iii) they have the sole right to control the manner and means of performing deliveries.

In consideration of the above and the mutual promises herein, HOPTO and CONTRACTOR (collectively “the Parties”) agree as follows:

I. PURPOSE OF THE AGREEMENT

1. This Agreement governs the relationship between HOPTO and CONTRACTOR, establishing the Parties’ respective rights and obligations. In exchange for the promises contained in this Agreement, CONTRACTOR has the right and obligation to perform “Contracted Services” as defined herein. However, this Agreement does not require CONTRACTOR to perform any specific volume of Contracted Services during its term, nor does it guarantee CONTRACTOR any particular volume of business for any time period.
2. CONTRACTOR has no obligation to accept or perform any “Delivery Opportunity” offered by HOPTO. Once a Delivery Opportunity is accepted, CONTRACTOR is contractually bound to complete the Contracted Services according to consumer specifications and the terms of this Agreement.

II. CONTRACTOR’S OPERATIONS

1. CONTRACTOR represents that they operate an independent business providing delivery services and meets all legal requirements necessary to perform the services under this Agreement. As an independent contractor/business, CONTRACTOR shall be solely responsible for determining how to operate their business and perform the Contracted Services.
2. CONTRACTOR commits to performing the Contracted Services in a timely, efficient, safe, and lawful manner. HOPTO has no right to control the manner, method, or means CONTRACTOR employs to perform the Contracted Services. CONTRACTOR shall be solely responsible for determining the most effective, efficient, and safe approach to performing the Contracted Services, including the manner of pickup, delivery, and route selection.
3. As an independent business entity, CONTRACTOR maintains the right to perform services (whether delivery services or other services) for others and to present themselves to the general public as an independent business. The parties acknowledge that they may be engaged in similar arrangements with other parties, and nothing in this Agreement shall prevent CONTRACTOR or HOPTO from doing business with others. HOPTO does not have the right to restrict CONTRACTOR from performing services for other businesses, customers, or consumers at any time, even if such business directly competes with HOPTO, and even while CONTRACTOR is

logged into the HOPTO platform. CONTRACTOR's right to compete with HOPTO or perform services for businesses that compete with HOPTO will persist after the termination of this Agreement.

4. CONTRACTOR is not obligated to purchase, lease, or rent any products, equipment, or services from HOPTO as a condition for conducting business with HOPTO or entering into this Agreement.
5. CONTRACTOR agrees to notify HOPTO immediately in writing at www.gethopto.com if the right to control the manner or method they use to perform services differs from the terms set forth in this Section.

III. CONTRACTED SERVICES

1. From time to time, the HOPTO platform will notify CONTRACTOR of the opportunity to complete deliveries from retailers or other businesses to consumers in accordance with orders placed by consumers through the HOPTO platform (each of these is referred to as a "Delivery Opportunity"). For each Delivery Opportunity accepted by CONTRACTOR ("Contracted Service"), CONTRACTOR agrees to retrieve the orders from retailers or other businesses and deliver the order to consumers in a safe and timely fashion. CONTRACTOR understands and agrees that the parameters of each Contracted Service are established by the consumer, not HOPTO, and represent the end result desired, not the means by which CONTRACTOR is to accomplish the result. CONTRACTOR has the right to cancel, from time to time, a Contracted Service when, in the exercise of CONTRACTOR's reasonable discretion and business judgment, it is appropriate to do so. Notwithstanding the foregoing, CONTRACTOR agrees to maintain customer ratings, completion ratings, and

timeliness ratings as of the date this Agreement becomes effective. Failure to satisfy the minimum rating obligations constitutes a material breach of this Agreement, and HOPTO shall have the right to terminate this Agreement and/or deactivate CONTRACTOR'S account.

2. CONTRACTOR acknowledges that HOPTO has discretion as to which, if any, Delivery Opportunity to offer, just as CONTRACTOR has the discretion whether and to what extent to accept any Delivery Opportunity.
3. CONTRACTOR acknowledges that CONTRACTOR is engaged in CONTRACTOR's own business, separate and apart from HOPTO'S business, which is to provide an online marketplace connection using web-based technology that connects contractors and shoppers directly to retailers and/or other businesses.
4. CONTRACTOR authorizes HOPTO, during the course of a Contracted Service, to communicate with CONTRACTOR, shopper, retailer, and/or other business to assist CONTRACTOR, to the extent permitted by CONTRACTOR, in facilitating deliveries. However, under no circumstances shall HOPTO be authorized to control the manner or means by which CONTRACTOR performs delivery services. This includes, but is not limited to, the following:
 - HOPTO does not require any specific type, or quality, of CONTRACTOR's choice of transportation.
 - CONTRACTOR does not have a supervisor or any individual at HOPTO to whom they report.
 - CONTRACTOR is not required to use any signage or other designation of HOPTO on his or her vehicle or person at any point in their use of the platform to perform the Contracted Services.
 - HOPTO has no control over CONTRACTOR's personal appearance.
 - CONTRACTOR does not receive regular performance evaluations by HOPTO.
5. In the event CONTRACTOR fails to fully perform any Contracted Service (a "Service Failure") due to CONTRACTOR's action or omission, CONTRACTOR shall forfeit all or part of the agreed upon fee for that service. If CONTRACTOR disputes responsibility for a Service Failure, the dispute shall be resolved pursuant to the "Payment Disputes" provision below.
6. CONTRACTOR agrees to immediately notify HOPTO in writing by submitting a Support inquiry through www.gethopto.com if CONTRACTOR's services or scope of work differ in any way from what is contemplated in this Section.

IV. RELATIONSHIP OF PARTIES

1. The parties acknowledge and agree that this Agreement is between two co-equal, independent business enterprises that are separately owned and operated. The parties intend this Agreement to create the relationship of principal and independent contractor and not that of employer and employee. The parties are not employees, agents, joint venturers, or partners of each other for any purpose. Neither party shall have the right to bind the other by contract or otherwise except as specifically provided in this Agreement.
2. HOPTO shall not have the right to, and shall not, control the manner or the method of accomplishing Contracted Services to be performed by CONTRACTOR. The parties acknowledge and agree that those provisions of the Agreement reserving ultimate authority in HOPTO have been inserted solely for the safety of consumers and other CONTRACTORS using the HOPTO platform or to achieve compliance with federal, state, or local laws, regulations, and interpretations thereof.

3. HOPTO shall report all payments made to CONTRACTOR on a calendar year basis using an appropriate IRS Form 1099, if the volume of payments to CONTRACTOR qualify. CONTRACTOR agrees to report all such payments and any cash gratuities to the appropriate federal, state and local taxing authorities.

V. PAYMENT FOR SERVICES

1. Unless otherwise notified by HOPTO in writing or as specified herein, CONTRACTOR will receive payment for each accurately completed Contracted Service in accordance with the current pay model, which can be viewed here. Occasionally, HOPTO may offer opportunities for CONTRACTOR to earn additional compensation for performing Contracted Services during specific times or in designated locations.
2. Consumers may provide gratuities to CONTRACTOR in cash. CONTRACTOR shall retain 100% of any gratuity paid by the consumer. HOPTO acknowledges that it has no right to interfere with the amount of gratuity given by the consumer to the CONTRACTOR.
3. HOPTO will process consumer payments and transmit them to CONTRACTOR. Payments for all deliveries completed within a given week will be transferred via direct deposit on a weekly basis, unless HOPTO notifies CONTRACTOR otherwise in writing.
4. HOPTO may occasionally offer promotions or referral programs. CONTRACTOR agrees not to manipulate or exploit these referral programs or promotions by actions such as: (a) tampering with the location feature on their mobile phone; (b) claiming incentive or promotional pay when ineligible to receive such pay under relevant policies; or (c) creating multiple consumer accounts. CONTRACTOR understands that engaging in such manipulation or abuse constitutes a material breach of this Agreement and may result in the deactivation of their account.

VI. PAYMENT DISPUTES

1. *CONTRACTOR's Failure:* In the event of a Service Failure, CONTRACTOR may not be eligible for payment as previously described (as determined by HOPTO's reasonable discretion). Any withholding of payment will be based on evidence provided by the consumer, retailer, or other businesses, CONTRACTOR, and any other relevant parties. HOPTO will make the initial determination as to whether a Service Failure resulted from CONTRACTOR's action or omission. CONTRACTOR has the right to contest HOPTO's determination through any legal means outlined in this Agreement; however, CONTRACTOR must notify HOPTO in writing at www.gethopto.com about the challenge and provide HOPTO the opportunity to resolve the dispute. CONTRACTOR should include any supporting documents or information when

presenting their challenge.

2. *HOPTO's Failure:* In the event that HOPTO fails to provide timely or accurate payment, CONTRACTOR has the right to seek proper payment through any legal means specified in this Agreement. If CONTRACTOR prevails, they shall be entitled to recover reasonable costs incurred in pursuing proper payment. However, CONTRACTOR must first inform HOPTO in writing at www.gethopto.com of the failure and provide a reasonable opportunity for HOPTO to rectify the issue.

VII. EQUIPMENT AND EXPENSES

1. CONTRACTOR represents that he/she has or can lawfully acquire all equipment, including vehicles with able storage to accommodate purchased products ("Equipment") necessary for performing contracted services, and CONTRACTOR is solely responsible for ensuring that the

vehicle used conforms to all vehicle laws pertaining to safety, equipment, inspection, and operational capability.

2. CONTRACTOR agrees that he/she is responsible for all costs and expenses arising from CONTRACTOR's performance of Contracted Services, including, but not limited to, costs related to CONTRACTOR's Personnel (defined below) and Equipment. Except as otherwise required by law, CONTRACTOR assumes all risk of damage or loss to its Equipment.

VIII. PERSONNEL

1. In order to perform any Contracted Services, CONTRACTOR must, for the safety of consumers on the HOPTO platform, pass a background check administered by a third-party vendor, subject to CONTRACTOR's lawful consent. CONTRACTOR is not required to perform any Contracted Services personally, but may, to the extent permitted by law and subject to the terms of this Agreement, hire or engage others (as employees or subcontractors of CONTRACTOR) to perform all or some of the Contracted Services, provided any such employees or subcontractors meet all the requirements applicable to CONTRACTOR including, but not limited to, the background check requirements that CONTRACTOR must meet in order to perform Contracted Services. To the extent CONTRACTOR furnishes his/her own employees or subcontractors (collectively "Personnel"), CONTRACTOR shall be solely responsible for the direction and control of the Personnel it uses to perform all Contracted Services.
2. **CONTRACTOR assumes full and sole responsibility for the payment of all amounts due to his/her Personnel for work performed in relation to this Agreement, including all wages, benefits and expenses, if any, and for all required state and federal income tax withholdings, unemployment insurance contributions, and social security taxes as to CONTRACTOR and all Personnel employed by CONTRACTOR in the performance of Contracted Services under this Agreement. HOPTO shall have no responsibility for any wages, benefits, expenses, or other payments due CONTRACTOR's Personnel, nor for income tax withholding, social security, unemployment insurance contributions, or other payroll taxes relating to CONTRACTOR or his/her Personnel. Neither CONTRACTOR nor his/her Personnel shall receive any wages, including vacation pay or holiday pay, from HOPTO, nor shall they participate in or receive any other benefits, if any, available to HOPTO's employees.**
3. **Unless mandated by law, HOPTO shall have no authority to withhold state or federal income taxes, social security taxes, unemployment insurance taxes/contributions, or any other local, state or federal tax on behalf of CONTRACTOR or his/her Personnel.**
4. CONTRACTOR and his/her Personnel shall not be required to wear a uniform or other clothing of any type bearing HOPTO's name or logo, but CONTRACTOR may be offered the opportunity to

wear HOPTO marketing materials during promotional periods, or during the initial launch period in a new location.

5. If CONTRACTOR uses the services of any Personnel to perform the Contracted Services, CONTRACTOR's Personnel must satisfy and comply with all of the terms of this Agreement, which CONTRACTOR must make enforceable by written agreement between CONTRACTOR and such Personnel. A copy of such written agreement must be provided to HOPTO at least 7 days in advance of such Personnel performing the Contracted Services. The parties acknowledge that the sole purpose of this requirement is to ensure CONTRACTOR's compliance with the terms of this Agreement.

IX. INSURANCE

1. CONTRACTOR agrees, as a condition of doing business with HOPTO, that during the term of this Agreement, CONTRACTOR will maintain current insurance, in amounts and of types required by law to provide the Contracted Services, at his/her own expense. CONTRACTOR

acknowledges that failure to secure or maintain satisfactory insurance coverage shall be deemed a material breach of this Agreement and shall result in the termination of the Agreement and the loss of CONTRACTOR's right to receive Delivery Opportunities.

2. **NOTIFICATION OF COVERAGE:** CONTRACTOR agrees to deliver to HOPTO, upon request, current certificates of insurance as proof of coverage. CONTRACTOR agrees to provide updated certificates each time CONTRACTOR purchases, renews, or alters CONTRACTOR's insurance coverage. CONTRACTOR agrees to give HOPTO at least thirty (30) days' prior written notice before cancellation of any insurance policy required by this Agreement.
3. **WORKERS' COMPENSATION/OCCUPATIONAL ACCIDENT INSURANCE:** CONTRACTOR agrees that CONTRACTOR will not be eligible for workers' compensation benefits through HOPTO, and instead, will be responsible for providing CONTRACTOR's own workers' compensation insurance or occupational accident insurance, if permitted by law.

X. INDEMNITY

1. HOPTO agrees to indemnify, protect and hold harmless CONTRACTOR from any and all claims, demands, damages, suits, losses, liabilities and causes of action arising directly from HOPTO's actions arranging and offering the Contracted Services to CONTRACTOR.
2. CONTRACTOR agrees to indemnify, protect and hold harmless HOPTO, including all parent, subsidiary and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees, from any and all claims, demands, damages, suits, losses, liabilities and causes of action arising directly or indirectly from, as a result of or in connection with, the actions of CONTRACTOR and/or his/her Personnel arising from the performance of delivery services under this Agreement, including personal injury or death to any person (including to CONTRACTOR and/or his/her Personnel), as well as any liability arising from CONTRACTOR's failure to comply with the terms of this Agreement. CONTRACTOR's obligations hereunder shall include the cost of defense, including attorneys' fees, as well as the payment of any final judgment rendered against or settlement agreed upon by HOPTO or its parent, subsidiary and/or affiliated companies.
3. CONTRACTOR agrees to indemnify, protect and hold harmless HOPTO, including all parent, subsidiary, and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees, from any and all tax liabilities and responsibilities for payment of all federal, state and local taxes, including, but not limited to all payroll taxes, self-employment taxes, workers compensation premiums, and any contributions imposed or required under federal, state and local laws, with respect to CONTRACTOR and CONTRACTOR's Personnel.

4. CONTRACTOR shall be responsible for, indemnify and hold harmless HOPTO, including all parent, subsidiary, and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees, from all costs of CONTRACTOR's business, including, but not limited to, the expense and responsibility for any and all applicable insurance, local, state or federal licenses, permits, taxes, and assessments of any and all regulatory agencies, boards or municipalities.

XI. MUTUAL ARBITRATION PROVISION

1. CONTRACTOR and HOPTO mutually consent to this arbitration agreement, governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA"), which covers any and all claims arising from or related to this Agreement, CONTRACTOR's status as an independent contractor, CONTRACTOR's provision of Contracted Services to consumers, payments received by CONTRACTOR for services rendered to consumers, the termination of this Agreement, and all other aspects of CONTRACTOR's relationship with HOPTO, past, present, or future. This encompasses claims under federal, state, or local statutory and/or common law, including but not limited to harassment, discrimination, retaliation, civil rights, disability, age discrimination, family medical leave, credit reporting, telephone consumer protection, fair labor standards, and all other federal, state, or local claims related to CONTRACTOR's relationship or termination of that relationship with HOPTO. The parties expressly agree that this Agreement shall be governed by the FAA even if CONTRACTOR and/or HOPTO are otherwise exempted from the FAA. Any disputes concerning this matter will be resolved exclusively by an arbitrator. If the arbitrator determines that the FAA does not apply, the state law governing arbitration agreements in the state where CONTRACTOR operates shall apply.
2. To initiate arbitration, the initiating party must notify the other party in writing via certified mail, return receipt requested, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include the name and address of the party seeking arbitration, a statement of the legal and factual basis for the claim, and a description of the remedy sought. Any demand for arbitration by CONTRACTOR must be delivered to Polsinelli PC, 150 N. Riverside Plaza, Suite 3000, Chicago, Illinois, 60606.
3. Arbitration Class Action Waiver: CONTRACTOR and HOPTO mutually agree that by entering this arbitration agreement, both parties waive their right to have any dispute or claim brought, heard, or arbitrated as a class action, collective action, or representative action, including but not limited to actions under the Private Attorney General Act ("PAGA"), California Labor Code section 2699 et seq., or any request for a public injunction. An arbitrator shall not have the authority to hear or arbitrate any class, collective, or representative action, or to award relief to anyone other than the individual in arbitration ("Arbitration Class Action Waiver"). Any claim that

this Arbitration Class Action Waiver is unenforceable, unconscionable, void, or voidable may only be determined by a court of competent jurisdiction, not by an arbitrator. If a final judicial determination finds any part of the Arbitration Class Action Waiver unenforceable, class, collective, or representative actions must be litigated in a civil court of competent jurisdiction to that extent, while the enforceable portion of the Arbitration Class Action Waiver remains subject to arbitration. All other disputes regarding the enforceability, unconscionability, applicability, validity, or voidability of this Mutual Arbitration Provision will be determined exclusively by an arbitrator, not by any court.

4. CONTRACTOR acknowledges and agrees that entering this arbitration agreement does not alter CONTRACTOR's status as an independent contractor in fact and in law. CONTRACTOR is not an employee of HOPTO or its customers, and any disputes in this regard are subject to arbitration as provided in this agreement.
5. Any arbitration shall be governed by the American Arbitration Association Commercial Arbitration Rules (“AAA Rules”), except as follows:
 - a. The arbitration shall be heard by one arbitrator selected in accordance with the AAA Rules. The Arbitrator shall be an attorney with experience in the law underlying the dispute.

- b. If the parties cannot otherwise agree on a location for the arbitration, the arbitration shall take place within 45 miles of CONTRACTOR's residence as of the effective date of this Agreement.
 - c. Unless applicable law provides otherwise, in the event that HOPTO and CONTRACTOR have agreed to this Mutual Arbitration Provision, HOPTO and CONTRACTOR shall equally share filing fees and other similar and usual administrative costs, as are common to both court and administrative proceedings. HOPTO shall pay any costs uniquely associated with arbitration, such as payment of the costs of AAA and the Arbitrator, as well as room rental.
 - 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 Arbitration 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 decision or award shall be in writing with findings of fact and conclusions of law.
 - h. The Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information. Subject to the discretion of the Arbitrator or agreement of the parties, any person having a direct interest in the arbitration may attend the arbitration hearing. The Arbitrator may exclude any non-party from any part of the hearing.
 - i. Either CONTRACTOR or HOPTO may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this paragraph may be rendered ineffectual.
6. Nothing in this Mutual Arbitration Provision prevents you from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Nothing in this Mutual Arbitration Provision prevents the

investigation by a government agency of any report, claim or charge otherwise covered by this Mutual Arbitration Provision. This Mutual Arbitration Provision 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 this Mutual Arbitration Provision. Nothing in this Mutual Arbitration Provision prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. HOPTO will not retaliate against CONTRACTOR 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. Disputes between the parties that may not be subject to pre-dispute arbitration agreement, including as provided by an Act of Congress or lawful, enforceable Executive Order, are excluded from the coverage of this Mutual Arbitration Provision.

7. 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 or by asking HOPTO to provide a copy.
8. **CONTRACTOR’s Right to Opt Out of Arbitration Provision.** Arbitration is not a mandatory condition of CONTRACTOR’s contractual relationship with HOPTO, and therefore CONTRACTOR may submit a statement notifying HOPTO that CONTRACTOR wishes to opt out and not be subject to this MUTUAL ARBITRATION PROVISION. In order to opt out, CONTRACTOR must notify HOPTO in writing of CONTRACTOR’s intention to opt out by sending an email to Ask@gethopto.com. The email must state CONTRACTOR’s intention to opt out. In order to be effective, CONTRACTOR’s opt out email must be sent within 30 days of the effective date of this Agreement. The email must be sent by CONTRACTOR himself/herself, and not by any agent or representative of CONTRACTOR. The email may opt out, at most, only one CONTRACTOR, and emails that purport to opt out multiple CONTRACTORS will not be effective as to any. No CONTRACTOR (or his or her agent or representative) may effectuate an opt out on behalf of other CONTRACTORS. If CONTRACTOR opts out as provided in this paragraph, CONTRACTOR will not be subject to any adverse action from HOPTO as a consequence of that decision and he/she may pursue available legal remedies without regard to this Mutual Arbitration Provision. If CONTRACTOR does not opt out within 30 days of the effective date of this Agreement, CONTRACTOR and HOPTO shall be deemed to have agreed to this Mutual Arbitration Provision. CONTRACTOR has the right to consult with counsel of CONTRACTOR’s choice concerning this Mutual Arbitration Provision (or any other provision of this Agreement).
9. This Mutual Arbitration Provision is the full and complete agreement relating to the formal resolution of disputes covered by this Mutual Arbitration Provision. In the event any portion of this Mutual Arbitration Provision is deemed unenforceable, the remainder of this Mutual Arbitration Provision will be enforceable. The award issued by the Arbitrator may be entered in any court of competent jurisdiction.

XII. LITIGATION CLASS ACTION WAIVER

1. To the extent allowed by applicable law, separate and apart from the Mutual Arbitration Provision found in Section XI, CONTRACTOR agrees that any proceeding to litigate in court any dispute arising out of or relating to this Agreement, whether because CONTRACTOR opted out of the Arbitration Provision or any other reason, will be conducted solely on an individual basis, and CONTRACTOR agrees not to seek to have any controversy, claim or dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which CONTRACTOR acts or proposes to act in a representative capacity

("Litigation Class Action Waiver"). CONTRACTOR further agrees that no proceeding will be joined, consolidated, or combined with another proceeding, without the prior written consent of all parties to any such proceeding. If a court of competent jurisdiction determines that all or part of this Litigation Class Action Waiver is unenforceable, unconscionable, void or voidable, the remainder of this Agreement shall remain in full force and effect.

XIII. TERMINATION OF AGREEMENT

1. CONTRACTOR may terminate this Agreement upon seven (7) days written notice. HOPTO may terminate this Agreement and deactivate CONTRACTOR'S HopTo account only for the reasons set forth in the HOPTO Deactivation Policy, or for a material breach of this Agreement. Notwithstanding any other provision in this Agreement, HopTo reserves the right to modify the Deactivation Policy if, in HopTo's good faith and reasonable discretion, it is necessary to do so for the safe and/or effective operation of the HopTo platform. HOPTO shall provide notice of any

such changes to CONTRACTOR via e-mail. Changes to the Deactivation Policy shall be effective and binding on the parties upon CONTRACTOR's continued use of the HOPTO platform following HOPTO's e-mail notice of such modifications. Nothing will prevent CONTRACTOR from attempting to negotiate an exemption from any modification to the Deactivation Policy.

2. CONTRACTOR's and HOPTO's obligations and rights arising under the Mutual Arbitration Provision of this Agreement shall survive termination of this Agreement. Notwithstanding any other provision in this Agreement, the Deactivation Policy is subject to change; such changes shall be effective and binding on the parties upon HOPTO'S provision of notice to CONTRACTOR via e-mail.

XIV. ENTIRE AGREEMENT, TRANSFERABILITY, AND WAIVER

1. This Agreement shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and shall not be modified, altered, changed or amended in any respect, unless in writing and signed by both parties. Before accepting any modifications, alterations, changes or amendments, CONTRACTOR shall have the right to discuss any proposed changes with HOPTO and consider whether to continue his/her contractual relationship with HOPTO. This Agreement supersedes any prior contract between the parties. To the extent HOPTO's consumer facing Terms and Conditions Agreement (or updated consumer facing Terms and Conditions Agreement, if applicable) is inconsistent or conflicts with this Agreement, this Agreement controls. However, the decision to opt-out of the Mutual Arbitration Provision in this Agreement does not affect the enforceability of any arbitration agreement in the consumer facing Terms and Conditions Agreement to which Contractor may be bound (and vice versa). This Agreement may not be assigned by either party without written consent of the other and shall be binding upon the parties hereto, including their heirs and successors, provided, however, that HOPTO may assign its rights and obligations under this Agreement to an affiliate of HOPTO or any successor(s) to its business and/or purchaser of substantially all of its stock or assets. References in this Agreement to HOPTO shall be deemed to include such successor(s).
2. The failure of HOPTO or CONTRACTOR in any instance to insist upon a strict performance of the terms of this Agreement or to exercise any option herein, shall not be construed as a waiver or relinquishment of such term or option and such term or option shall continue in full force and effect.

XV. MISCELLANEOUS

1. CAPTIONS: The captions included in this Agreement serve only for convenience and do not in

- any way limit, amplify, modify, or otherwise affect the terms and provisions of this Agreement.
2. SEVERABILITY Clause: Except as specifically provided in Section XI, if any portion of this Agreement is deemed unlawful or unenforceable, the remaining parts of this Agreement shall continue in full force and effect.
 3. GOVERNING LAW: Aside from the Mutual Arbitration Provision outlined above, which is governed by the Federal Arbitration Act, the interpretation of this Agreement, the rights of the parties hereunder, and the substantive interpretation of claims asserted pursuant to Section XI shall be governed by the laws of the state where CONTRACTOR performs the majority of the services covered by this Agreement.
 4. NOTICE AND OPPORTUNITY TO CURE: CONTRACTOR agrees to notify HOPTO in writing at www.gethopto.com of any breach or perceived breach of this Agreement, any claim arising out of or related to this Agreement, or any claim that CONTRACTOR's services or scope of work differ in any way from what is contemplated in this Agreement. This includes, but is not limited to, the terms in Sections II (Contractor's Operations) and III (Contractor's Services) or if the relationship between the parties differs from the terms contemplated in Section IV (Relationship of Parties). CONTRACTOR agrees to provide HOPTO a reasonable opportunity to address and remedy any such concerns.
 5. PRIVACY POLICY: CONTRACTOR represents and warrants that he or she has reviewed and understands HOPTO's HopTo Privacy Statement, which can be found here. By using the HopTo Services, CONTRACTOR consents to all actions taken by HOPTO with respect to their information in accordance with the HopTo Privacy Statement.
 6. AMENDMENTS: Any amendments or modifications to this Agreement must be in writing and signed by both parties. No oral agreements, understandings, or representations shall be considered valid or binding unless reduced to writing and signed by both parties.
 7. ENTIRE AGREEMENT: This Agreement, including any referenced documents or attachments, represents the entire understanding between the parties with respect to the subject matter herein and supersedes all prior negotiations, agreements, or understandings, whether written or oral. No changes, amendments, or modifications shall be effective unless in writing and signed by both parties.
 8. FORCE MAJEURE: Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by events or circumstances beyond the reasonable control of the affected party, such as acts of God, war, terrorism, labor disputes, or government actions. The affected party shall notify the other party as soon as reasonably possible of any anticipated delays or failures in performance and shall make reasonable efforts to mitigate the impact of any force majeure event.

/s/

authorized representative for HopTo, Inc.