

PACKAGEX COURIERS AGREEMENT

This Couriers Agreement is a part of PackageX's Platform Terms and Conditions ("Platform Terms") and is incorporated therein by this reference. Any capitalized terms used herein and not otherwise defined shall have the same definition as set forth in the Terms.

In consideration of any Courier being allowed to access the PackageX Platform and the opportunity to offer Jobs, as well as the mutual promises described herein, PackageX and Courier (collectively "the parties") agree as follows:

- I. **GENERAL.** This Agreement and the terms of use (the "Courier Terms of Use"), as may be updated from time to time shall govern the relationship between PackageX and Courier, as well as Courier's performance of Delivery Services via the PackageX Platform. This Couriers Agreement and Courier Terms of Use is an integral part of Platform Terms and is incorporated therein by this reference. Any capitalized terms used herein and not otherwise defined shall have the same definition as set forth in the Platform Terms or the Courier Terms of Use (collectively "Terms").
- II. **DELIVERY SERVICES.**
 1. Courier acknowledges that Courier is engaged in Courier's own business, separate and apart from PackageX's business, which is to provide logistics management services and an online marketplace connection using web-based technology that connects businesses and/or consumers ("Sender(s)") on PackageX Platform needing delivery services with those in the business of providing delivery and courier services.
 2. From time to time, Courier may be notified of an available opportunity for a delivery ("Job" or "Delivery Order"). For each Job accepted by Courier ("Delivery Services"), Courier agrees to provide Delivery Services to Sender safely and on time. Courier acknowledges that PackageX has discretion as to which, if any, Jobs to offer to Courier, just as Courier has the discretion whether and to what extent to accept any Delivery Services. Nothing in this Agreement shall guarantee Courier any particular volume of business for any particular time period.
 3. Courier shall have no obligation to accept or perform any particular Job or to perform any particular volume of Delivery Services during the term of this Agreement; provided, once Courier accepts a Job, Courier is contractually bound to complete the Delivery Services in accordance with all Sender specifications and the terms laid out in this Agreement.
 4. Courier has the right to cancel, from time to time, a Delivery Services when, in the exercise of Courier's reasonable discretion and business judgment, it is appropriate to do so. Notwithstanding the foregoing, Courier understands that cancellations may lead to low customer/Sender ratings, and complaints from Senders, Delivery Order recipients and third parties. A failure to maintain favorable customer/Sender ratings and/or receiving complaints from Senders, Delivery Order recipients and/or third parties will constitute a material breach of this Agreement, giving PackageX the right to temporarily lock or permanently deactivate Courier's PackageX account.
 5. Courier understands that the PackageX Platform automatically provides updates to Senders and Delivery Order recipients as to the status of Delivery Services, and gives the PackageX support team ("PackageX Support") the ability to communicate with Couriers, Senders and Delivery Order recipients in order to facilitate the Delivery Services. Courier authorizes the PackageX Platform and PackageX Support to communicate with Courier and the Sender and/or Delivery Order recipient on Courier's behalf to solely to facilitate Courier's performance of a Delivery

Services. Courier must have a mobile device with any required PackageX App running while performing all Delivery Services. Courier must not disable any required PackageX App or its geo location software at any time while performing Delivery Services.

6. Courier understands and agrees that the parameters of each Delivery Service is established by the Sender, not PackageX, and represent the end result desired by the Sender, not the means by which Courier is to accomplish the result. Under no circumstances shall PackageX be authorized to control the manner or means by which Courier performs Delivery Services or any other services contemplated under this Agreement. Specifically, but not exclusively:
 - a) PackageX does not require any specific type, or quality, of Courier's choice of transportation.
 - b) Courier does not have a supervisor or any individual at PackageX to whom they report.
 - c) Courier does not wear a uniform designating PackageX as the provider of Delivery Services.
 - d) Courier does not use any signage or designation of PackageX on his/her/its vehicle while providing Delivery Services, unless required by the Sender, recipient, pick-up or drop-off locations.
 - e) PackageX does not have control over Courier's personal appearance.
 - f) Courier does not receive performance evaluations by or from PackageX.
7. As an independent business enterprise, Courier retains the right to perform services (whether delivery services or other services) for others and to hold him/herself out to the general public as a separately established business. The parties recognize that they are or may be engaged in similar arrangements with others and nothing in this Agreement shall prevent Courier or PackageX from doing business with others. PackageX does not have the right to restrict Courier from performing services for other businesses, customers or consumers at any time, even if such business directly competes with PackageX, and even during the time Courier is logged into the PackageX Platform. Courier's right to compete with PackageX, or perform services for business that compete with PackageX, will survive even after termination of this Agreement.
8. Courier is not required to purchase, lease, or rent any products, equipment or services from PackageX as a condition of doing business with PackageX or entering into this Agreement.
9. In the event Courier fails to fully perform any Delivery Services in accordance with this Agreement and the Terms (a "Service Failure") due to Courier's action or omission, or the act or omission of someone in Courier's control, Courier shall forfeit all or part of the agreed upon fee for that service.
10. Courier agrees to immediately notify PackageX in writing by submitting a support inquiry through PackageX Support at support@packagex.io if Courier's services or scope of work differ in any way from what is contemplated in this Section II.

III. COURIER PERSONNEL.

1. Courier is not required to perform any Delivery Services personally, but may, to the extent permitted by law and subject to the terms of this Agreement and the Terms, hire or engage others as employees or subcontractors (collectively "Personnel") to perform all or some of the Delivery Services, provided all Courier Personnel are registered and have an account on the PackageX Platform and meet all requirements applicable to Couriers contained in the Terms including, but not limited to, passing a background check and agreeing to the Couriers Agreement, prior to Courier using such Courier Personnel to perform Delivery Services on Courier's behalf . The parties acknowledge that the sole purpose of this requirement is to ensure Courier's and its Personnel's compliance with the terms of this Agreement and the Terms.
2. If Courier intends to use Courier Personnel, Courier must inform PackageX in writing at support@packagex.io at least 7 days in advance , and provide the name(s) and account(s) of such Personnel performing Delivery Services. To the extent Courier furnishes his/her/its own

Personnel, Courier shall be solely responsible for the direction and control of the Personnel it uses to perform all Delivery Services, and all actions and omissions of any Courier Personnel in performing Delivery Services, as if Courier was performing such Delivery Services himself/herself/itself.

3. Courier assumes full and sole responsibility for the payment of all amounts due to his/her/its 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 Courier and all Personnel used by Courier in the performance of Delivery Services under this Agreement. Neither PackageX nor any Sender shall have responsibility for any wages, benefits, expenses, or other payments due Courier's Personnel, nor for income tax withholding, social security, unemployment insurance contributions, or other payroll taxes relating to Courier or his/her Personnel. Neither Courier nor his/her Personnel shall receive any wages, including vacation pay or holiday pay, from PackageX or any Sender, nor shall they participate in or receive any other benefits, if any, available to PackageX's and/or any Sender's respective employees.
4. Unless mandated by law, PackageX 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 Courier or his/her/its Personnel.

IV. COURIER'S AGREEMENTS, REPRESENTATIONS AND WARRANTIES.

1. Courier represents that he/she/it operates an independently established enterprise that provides delivery and other services, and that he/she/it satisfies all legal requirements and has all necessary licenses and permits necessary to perform any and all Delivery Services. As an independent enterprise, Courier shall be solely responsible for determining how to operate his/her/its business, whether he/she/it is qualified to perform Delivery Services, and how to perform Delivery Services.
2. Courier agrees to fully perform Delivery Services in a timely, efficient, safe, and lawful manner. PackageX shall not have the right to, and shall not, control the manner, method or means Courier uses to perform the Delivery Services. Instead, Courier shall be solely responsible for determining the most effective, efficient, and safe manner to perform the Delivery Services, including determining the manner of pickup, delivery, and route selection.
3. Courier understands that Senders expect that Courier and its Personnel will perform the Delivery Services in a professional manner, and in accordance with the highest industry standards applicable to the providing of Delivery Services. Therefore, Courier agrees, for itself and any Courier Personnel it uses that during the performance of Delivery Services, that Courier and any Courier Personnel shall:
 - a) use vehicles in good operating condition and, on the outside, clean and well maintained without material physical damage, and on the inside smoke and odor free, and free of excessive pet dander. If required by the laws of the state in which Courier or its Personnel perform Delivery Services, and all such vehicles must have a standard, general inspection and needed maintenance performed on their vehicle no less than yearly. Courier must keep records of all such inspections and shall provide latest inspection records to PackageX upon request.
 - b) not use open convertibles or open truck beds in the performance of any Delivery Services containing live animals, perishable or delicate items.
 - c) have a well-groomed appearance, and will not wear clothing displaying the logo or brand of any company or entity (unless the logo or brand being displayed is Courier's own business logo), or any other clothing, which is obviously and generally offensive.

- d) not wear a uniform designating PackageX as the provider of Delivery Services.
 - e) not use any signage or other designation of PackageX on his/her/its vehicle while providing Delivery Services; provided this shall not apply if the pick-up location and/or drop off location, or applicable law or regulation, specifically require that Courier's vehicle be identified as being used on the PackageX Platform. In such cases only, Sender or PackageX on Sender's behalf, will assign such identification solely in order to facilitate Courier's performance of such Job; provided that such signage is not used on the vehicle for any other Sender Jobs or at any other times.
 - f) not smoke at any time during Delivery Services, including on the way to pick up a delivery.
 - g) not participate in any other activities while performing Delivery Services that could take the focus off their assigned responsibilities, including being under the influence of any illegal drugs and/or alcohol or not abiding by all laws regarding talking or texting while driving.
 - h) not enter any Delivery Order recipient's home, nor enter or access any secure, private or employee only areas in any place of business while performing Delivery Services under any circumstances.
 - i) not carry on their person any personal weapon or other item designed or used for inflicting bodily harm or physical damage (including knives and firearms) when entering any pick-up or drop off location, including places of business, a Sender or Delivery Order recipient's property, or while picking-up or delivering goods for Senders under any circumstances. Notwithstanding Courier and/or its Personnel may possess a personal weapon inside their vehicle if they have a valid license and legal right to do so in the State where Delivery Services are provided, and then only if such weapon is locked securely in the vehicle at all times they are away from their vehicle.
 - j) not be accompanied by minors under any circumstances while performing Delivery Services.
 - k) not be accompanied by any unnecessary Personnel or other persons.
 - l) not be accompanied by any other person when delivering Jobs containing prescription medicine or pharmaceuticals.
4. Courier understands and agrees that the above standards have been established by Senders, and not PackageX, and indicate what behaviors Senders deem to be professional and what type of performance is of acceptable quality. Courier's failure to perform Delivery Services in accordance with this Section IV may lead to low customer/Sender ratings and complaints from Senders, Delivery Order recipients and other third parties. A failure to maintain favorable customer/Sender ratings, and/or receiving complaints from Senders, Delivery Order recipients, or third parties will constitute a material breach of this Agreement, giving PackageX the right to terminate this Agreement, and/or PackageX the right to temporarily lock or permanently deactivate Courier's PackageX account.
5. Courier acknowledges and agrees that during the performance of Delivery Services, he/she/it and/or his/her/its Personnel will gain knowledge of third parties' confidential, proprietary, protected health, and/or personally identifiable information ("Confidential Information"). Courier expressly acknowledges and agrees that Courier and all Courier Personnel are subject to the duty on PackageX's part to maintain the confidentiality of such Confidential Information, and shall hold all such information in absolute confidence and not disclose it to any other person, except as is strictly necessary in carrying out Delivery Services hereunder. Courier acknowledges that he/she/it has read and understands all provisions in the PackageX Terms addressing Confidential Information and agrees that the unauthorized disclosure of any Confidential Information will constitute a material breach of this Agreement, giving PackageX the right to temporarily lock or permanently deactivate Courier's PackageX account and/or the account of any Courier Personnel.

V. RELATIONSHIP OF PARTIES.

1. The parties acknowledge and agree that this Agreement is between two co-equals, independent business enterprises that are separately owned and operated. The parties intend this Agreement to create the relationship of principal and independent Courier 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.
2. PackageX shall not have the right to, and shall not, control the manner or the method of accomplishing Delivery Services to be performed by Courier. The parties acknowledge and agree that any provisions in this Agreement setting forth performance standards or having the effect of reserving ultimate authority in PackageX, have been inserted (i) at the request and on behalf of Senders and are included specifically for their benefit, (ii) for the safety of the other users of the PackageX Platform, including Senders, Delivery Order recipients and other Couriers, and/or (iii) to achieve compliance with applicable federal, state, or local laws, regulations, and interpretations thereof.
3. PackageX or its payment processor shall report all payments made to Courier on a calendar year basis using an appropriate IRS Form 1099, if the volume of payments to Courier qualify. Courier agrees to report all such payments and any cash gratuities to the appropriate federal, state and local taxing authorities.
4. Courier understands and agrees that providing Delivery Services via the PackageX Platform is not intended to be, nor shall be used by Courier or its Personnel as full-time employment, and Courier agrees that (i) under NO circumstances may Courier provide, or have provided by Personnel on his/her/its behalf, Delivery Services or other services via the PackageX Platform, whether through any PackageX App generally, or through any other PackageX or PackageX affiliate program, for a combined total in excess of 7 hours per day, and/or 35 hours per calendar week, and (ii) that neither Courier nor its Personnel shall seek non-voluntary compensation from PackageX, a Sender, or any other third-party, and Courier hereby waives any rights to, any benefits, overtime wages, or the like from PackageX, Sender and/or any other third party.
5. Courier shall be fully liable for, and shall first pay directly, or second reimburse, PackageX and/or Sender for any additional fees, charges or other obligation (monetary or otherwise) placed on PackageX and or Sender, whether for overtime wages, employee benefits, workmen's compensation, or otherwise, including without limitation any reasonable legal fees, other fees, charges, penalties and/or other obligation (monetary or otherwise) should Courier or any of Courier's Personnel breach this Section V.

VI. PAYMENT FOR SERVICES.

1. Courier will receive payment per Delivery Services satisfactorily rendered. From time to time, PackageX or its affiliates may offer other Delivery Services for Courier to earn more money for performing Delivery Services at specified times or in specified locations. Nothing prevents the parties from negotiating a different rate of pay for such services, and Courier is free to accept or deny any such opportunities to earn different rates of pay.
2. The PackageX Platform may at its sole discretion permit Senders to add a gratuity to be paid to Courier, and Delivery Order recipients can also pay a gratuity to Courier in cash. Courier shall retain 100% of any gratuity paid and PackageX acknowledges that it has not right to retain any gratuity given to Courier. Notwithstanding the above, Courier understands that once he/she/it accepts a Delivery Services, Courier has agreed to perform the Delivery Services for the amount shown in the PackageX Platform. Any decision to give additional gratuity or further

compensation is completely voluntary and Courier shall not ask for additional payments in any form.

VII. DISPUTES, DEACTIVATIONS AND APPEALS.

1. In the event there is a failure to complete a Job ("Service Failure"), Courier shall not be entitled to payment as described above (as determined in PackageX's reasonable discretion). Any withholding of payment shall be done after an investigation and based upon evidence as may be provided by the Sender, Delivery Order recipient, Courier, and any other party with information relevant to the dispute. PackageX shall make the determination as to whether a Service Failure was the result of Courier's action/omission. Courier shall have the right to challenge PackageX's determination through any legal means contemplated by this Agreement; however, Courier shall notify PackageX in writing at support@packagex.io of Courier's intent to challenge PackageX's determination, and provide PackageX the opportunity and a reasonable time within which to resolve the dispute. Courier should include any documents or other information in support of his/her/its challenge.
2. In the event PackageX fails to remit payment in a timely or accurate manner, Courier shall have the right to seek proper payment by any legal means contemplated by this Agreement and, should Courier prevail, shall be entitled to recover reasonable costs incurred in pursuing proper payment, provided, however, Courier shall first inform PackageX in writing at support@packagex.io of the failure and provide PackageX a the opportunity and a reasonable time within which to cure it which shall not be less than 30 days.
3. In the event PackageX makes the decision to permanently deactivate Courier's and/or Courier's Personnel's account, such decision may be eligible for appeal. Courier understands that certain deactivation decisions, especially those related to zero tolerance violations, are not eligible for appeal. Otherwise the majority of deactivation decisions will be eligible. Courier acknowledges and agrees that ultimate determination of eligibility will be made by PackageX on a case-by-case basis. In order to file an appeal, Courier must follow the instructions provided by PackageX in the email notifying Courier of the deactivation of their account. Courier agrees that Courier will receive only one appeal and that all appeal decisions are final.

VIII. EQUIPMENT AND EXPENSES.

1. Courier represents that he/she/it has or can lawfully acquire all equipment necessary for performing Delivery Services ("Equipment"), and Courier is solely responsible for ensuring that the vehicle used conforms to all vehicle laws pertaining to safety, equipment, inspection, and operational capability.
2. Courier agrees that he/she/it is responsible for all costs and expenses arising from Courier's performance of Delivery Services, including, but not limited to, costs related to Courier's Personnel and Equipment. Except as otherwise required by law, Courier assumes all risk of damage or loss to its Equipment.

IX. INSURANCE AND PERMITS.

1. Courier agrees, as a condition of doing business with PackageX, that at all times Courier has an active account with PackageX, Courier will maintain current insurance, in amounts and of types required by law to provide the Delivery Services, as well as all required licenses and permits, at his/her/its own expense. Courier acknowledges that failure to secure or maintain satisfactory insurance coverage or required licenses or permits shall be deemed a material breach of this Agreement, and may result in the temporary lock on, or permanent deactivation of, Courier's account.

2. Courier agrees to deliver to PackageX, upon request, current certificates of insurance as proof of coverage, as well as copies of current permits and licenses. Courier agrees to provide updated certificates each time Courier purchases, renews, or alters Courier's insurance coverage, and each time Courier renews or terminates a required license or permit. Courier agrees to give PackageX at least thirty (30) days' prior written notice before cancellation of any insurance policy, or termination of any permit or license, required by this Agreement.
3. Courier agrees that Courier will maintain sufficient insurance to cover any risks or claims arising out of or related to Courier's relationship with PackageX, including workers' compensation insurance for Courier Personnel where required by law. Courier acknowledges and understands that neither Courier nor any Courier Personnel will be eligible for workers' compensation benefits through PackageX or any Sender, and Courier is instead responsible for maintaining Courier's own workers' compensation insurance or occupational accident insurance.
4. COURIER EXPRESSLY ACKNOWLEDGE AND AGREE THAT PACKAGEX DOES NOT PROVIDE AUTOMOBILE LIABILITY, WORKERS' COMPENSATION OR HEALTH INSURANCE COVERAGE TO COURIERS AND IS NOT RESPONSIBLE FOR PAYING FOR ANY LIABILITY THAT MAY ARISE FROM COURIER'S PERFORMANCE OF DELIVERY SERVICES, INCLUDING ANY BODILY INJURY OR DAMAGE TO PROPERTY CAUSED BY OR TO COURIER OR ANY COURIER PERSONNEL WHILE PERFORMING DELIVERY SERVICES.

X. INDEMNITY AND LIMITATION OF LIABILITY

1. PackageX agrees to indemnify, protect and hold harmless Courier from any and all third-party liabilities, losses, damages, fines, civil penalties, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs) ("Losses") incurred in connection with any judicial or non-judicial claim, action, demand, suit, or proceeding asserted by a third party (including governmental entities) (collectively, "Claims") against Courier and arising solely and directly from PackageX's willful misconduct in providing Courier the opportunity to offer on Jobs.
2. Courier agrees to indemnify, protect and hold harmless PackageX, and 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 ("PackageX Indemnitees"), from any and all Losses incurred in connection with Claims asserted by a third party against a PackageX Indemnitee arising directly or indirectly from, or as a result of or in connection with, Courier's or Courier's Personnel's: (i) breach of this Agreement or the Terms, (ii) violation of any law or the rights of any third party, including, without limitation, other users of the PackageX Platform, other Couriers, Senders, motorists, pedestrians and other third parties; (iii) interactions with a third party breaching provisions of this Agreement or the Terms, including using the personal information of a party in any manner outside providing Delivery Services hereunder, (iv) ownership, use or operation of a any vehicle used on a Delivery Services, (v) failure to have proper insurance, licenses, permits or authorizations to provide Delivery Services, (vi) 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 Courier and Courier's Personnel, (vii) from all costs of Courier's business, including, but not limited to, any payment of compensation to Courier Personnel, expense of, 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, and (viii) possessing a

weapon during a Delivery Services, in each case except to the extent such Claim was caused by the gross negligence or willful misconduct of a PackageX Indemnitee.

3. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS COURIERS AGREEMENT OR THE TERMS, IN NO EVENT SHALL PACKAGEX BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY THEORY OF CONTRACT, STRICT LIABILITY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNT GREATER THAN THE AMOUNT COURIER WAS PAID FOR PERFORMING SERVICES ON THE PACKAGEX PLATFORM HEREUNDER IN THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE DATE THE CLAIM AROSE; OR (II) ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS OF A PARTY OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, OR INACCURACY OF DATA OF ANY KIND, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- XI. LITIGATION CLASS ACTION WAIVER.** To the extent allowed by applicable law, separate and apart from any Mutual Arbitration Provision agreed to by Courier, Courier agrees that any proceeding to litigate in court any dispute arising out of or relating to this Agreement, whether because Courier opted out of the Mutual Arbitration Provision or any other reason, will be conducted solely on an individual basis, and Courier 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 Courier acts or proposes to act in a representative capacity ("Litigation Class Action Waiver"). Courier 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.

XII. MISCELLANEOUS.

1. This Agreement and the Terms shall constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. Courier shall have the right to discuss any changes with PackageX, and shall consider solely determine whether to continue his/her contractual relationship with PackageX before accepting any such modifications, alterations, changes or amendments.
2. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New York.
3. The failure of PackageX or Courier 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.
4. Captions 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.
5. If any part of this Agreement or the Terms is declared unlawful or unenforceable, the remainder of this Agreement and the Terms shall remain in full force and effect.
6. Courier agrees to notify PackageX in writing at support@packagex.io of any breach or perceived breach by PackageX of this Agreement, of any claim arising out of or related to this Agreement, or of any claim that Courier's services or scope of work differ in any way from what is contemplated in this Agreement, including but not limited to the terms in Sections II (Delivery

Services), and Section IV (Courier's Agreements, Representations and Warranties), or if the relationship of the parties differs from the terms contemplated in Section V (Relationship of Parties).