

Independent Contractor Agreement

This agreen	ient is entei	red into in Marietta / GA on		
/	/ 20	, between Rexonline LLC		
(REXSHARE) and				

(driver), for the purpose of establishing a relationship between the parties.

THE ABSENCE OF LINK

- 1. Driver understands and acknowledges that he/she is an independent contractor and not an employee of REXSHARE and, as such, does not receive worker's compensation benefits. The driver further acknowledges that REXSHARE is not responsible for paying the driver any wages or salaries, that REXSHARE does not share in the fares obtained by the driver and that REXSHARE is not aware of the driver's daily, weekly or yearly income.
- 2. As an independent contractor, the Driver understands and acknowledges that the Driver is fully responsible for filing the Driver's own state and federal income taxes as well as defraying any sales tax amounts based on the Driver's own business income.

DOCUMENTATION

- 3. As an independent contractor, the driver agrees to hold a valid state driver's license with a minimum of one (1) year of driving and submit the 7-year Motor Vehicle Report (MVR) to the insurance company contracted by the driver. The Driver is fully responsible for the safe operation of the vehicle being driven.
- 4. The driver also understands that he/she is free to obtain insurance valid for the minimum from any insurer he/she selects, provided that he/she complies with all local and state regulations as per the laws.
- 5. The self-employed driver agrees to comply with the regulations and ordinances established by the County and State in which he is located, and/or any other governmental entity with jurisdiction to operate a vehicle, while still acting in a safe and prudent manner.

SERVICE PROVISION

6. As an independent contractor, the driver acknowledges and understands that REXSHARE will only provide dispatch services to him and that rides will be dispatched according to REXSHARE's normal call rotation, with no set call minimum.

RESPONSIBILITY

7. As an independent contractor, the driver hereby releases REXSHARE from any and all claims, demands, damages, actions, causes of action, proceedings of any kind or nature, on account of or arising out of any claim arising out of any accident, incident or omission caused, intentionally or unintentionally, by the driver or his total negligence.

VEHICLE MAINTENANCE

- 8. The Driver agrees to maintain the car intended for passenger transport with the current REXSHARE logos and marks at the Driver's own expense, and to keep the Driver's car clean and in good condition, and in compliance with all rules and regulations applicable governmental
- 9. The Driver agrees to comply with all regulations and determinations of REXSHARE, as well as to participate in all promotions and events sponsored by REXSHARE, with a view to promoting the company and improving services.

USE OF THE IMAGE

- 10. From the signing of this contract, the Driver assigns the rights to use and reproduce his image to REXSHARE so that it can be used on its website and in any other form of media, including advertising campaigns, of a journalistic nature, photographic productions, audiovisual materials, on blogs, websites, printed materials, television programs, internal publications, social networks and any other form of image use or reproduction throughout the national and international territory, in all forms of use, provided that the legislation established in the territory is respected. from where the image will be used, without causing any moral or criminal damage to the Driver.
- 11. The assignment of the rights to use and reproduce the image does not generate any lucrative burden to the assigning Driver, occurring free of charge and voluntarily.
- 12. The Driver agrees to waive the right to claim any fine or compensation for copyright related to the image, whether patrimonial or moral, allowing its use or modification by REXSHARE for publication of any content, as long as it does not disrespect human dignity, for indefinitely and irrevocably.

BASE PAYMENT

- 13. The driver understands that the weekly fee is \$75 (seventy-five dollars) for the payment of the Dispatch BASE and for the maintenance of the DISPATCH APP.
- 14. Regardless of whether you participate in the base copy or not, the Base payment must be made every Sunday by 11:00 pm. Failure to meet this deadline and/or failure to pay may result in termination of the contract without notice.

NON-COMPETITION

15. The driver undertakes not to practice, personally or through a third party, any act of competition with REXSHARE, being expressly prohibited from using data, procedures or any indications related to REXSHARE to generate profit for himself or for third parties, during the term of the contract and up to 3 (three) years after its termination, under penalty of fine.

TERMINATION

- 16. REXSHARE is entitled to disconnect the Driver, without any penalty, provided that the Driver is acting in bad faith and harming REXSHARE in any way.
- 17. After the unilateral termination or not of this contract, the driver undertakes not to work in a company of the same segment in the county where REXSHARE operates, nor to assemble, manage, organize, administer or become the owner of any transport services competing with REXSHARE within a period of 3 (three) years, under penalty of payment of compensation to REXSHARE.

CONTRACT INTERRUPTION

18. The Driver is allowed to interrupt the contract and subsequent payment of the base for 15 days during the current year, without causing his termination with REXSHARE and without any penalty, provided that the Driver informs REXSHARE of the interruption 15 days in advance, being dispensable of justification. After the 15-day interruption, the contract becomes effective again and the weekly base payment is due again.

COMPLIANCE WITH THE CONTRACT

- 19. This contract represents the final expression of the understandings held between the parties on the matters that are the object of this contract. Thus, this contract supersedes all existing conversations, discussions, negotiations and proposals, written or oral, between the parties prior to its execution.
- 20. The total or partial breach of the clauses, conditions or provisions of this contract will generate the payment of indemnity to the aggrieved party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date mentioned above.

DRIVER	REXONLINE LLC
Signature	Signature
Printed name:	Por: <u>Giovanni Paz Esteves</u>
REXSHARE No.	Owner



COMPROMISE CLAUSE

I acknowledge and agree that I am responsible for periodic inspections of my vehicle in accordance with company requirements and Georgian law. I am responsible for the upkeep and maintenance of my vehicle, including tyres. I am responsible for the fuel, cost of insuring physical damage to my vehicle, if any, the filing and payment of all road taxes, the cost of the state license, license plates and all other expenses relating to the vehicle registered to operate with Rexonline LLC.

I agree that I am responsible for submitting maintenance reports whenever requested by Rexonline LLC and any official government agencies.

In addition, as an independent contractor, I am responsible for filing and paying my own taxes of any nature as required now or in the future.

I agree to be bound by and adhere to all Rexonline LLC terms and conditions.

I authorize Rexonline LLC to make any investigations and inquiries into my personal employment, medical history and other related matters prior to your decision to use my services, or subsequently at your discretion.

My express permission is hereby granted to Rexonline LLC to require that I submit, if necessary and at any time requested, to physical and drug and alcohol testing and to provide a copy thereof to Rexonline LLC, as well as to abide by its judgment as to to my qualification to be a self-employed driver for Rexonline LLC.

I authorize Rexonline LLC to make any investigations and inquiries to verify all statements or references made by me and other related matters that may be necessary for confirmation regarding this application.

I hereby release Rexonline LLC and other entities from all liability and claims to respond to inquiries and release information in connection with my application, releasing Rexonline LLC from any claim of damages, invasion of privacy, negligence or any other possible damages resulting from or related to the collection and verification of this information.

I certify that this application has been completed by me and that all information in it is true and complete to the best of my knowledge. I also understand that any false or misleading information provided by me may result in the termination of any agreements entered into with Rexonline LLC.

I acknowledge and agree that I will not be an employee of Rexonline LLC and that they will not be my employer therefore I am applying to enter into a non-employment contractual relationship with R at I aı

Rexonline LLC as an independent contractor under a segm required to comply with all company rules and regula	parate agreement. But I also understand that
taxi driver	date