

## CONTRACTS

### UNITED STATES OF AMERICA

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is made effective as of \_\_\_\_\_ by and between Maplebear Inc., doing business as Instacart, and its subsidiaries, representatives, affiliates, officers, and directors (collectively, "Instacart" "we", "us," or "our"), and \_\_\_\_\_ an individual ("Contractor," "you," or "your"), (collectively referred to as the "Parties").

**IMPORTANT: YOU ACKNOWLEDGE AT THE OUTSET THAT, FOR THE PURPOSES OF CARRYING OUT THE PURPOSE OF THIS AGREEMENT, YOU AGREE TO ALL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. PAY ATTENTION TO SECTION 8, WHICH SETS FORTH THAT YOU AND INSTACART MUTUALLY AGREE TO ARBITRATE ANY DISPUTES OR CLAIMS THAT MIGHT ARISE BETWEEN YOU. SECTION 8 REQUIRES THAT, EXCEPT AS PROHIBITED BY LAW OR UNLESS YOU OPT-OUT OF THE ARBITRATION PROVISION (AS SET FORTH IN SECTION 8.10), THE PARTIES WILL RESOLVE DISPUTES OR CLAIMS ON AN INDIVIDUAL BASIS IN AN ARBITRATION PROCEEDING.**

### 1 THE INSTACART PLATFORM

1.1 Instacart is a technology company that provides a communications and logistics platform that enables consumers who seek personal shopping and/or delivery services from retailers in their area to be matched with individuals or third party providers interested in providing those services (the "Instacart Platform").

1.2 You are an independent provider of personal shopping and/or delivery services. As the Instacart platform is not available to children (persons under the age of 18), you represent and warrant that you are at least 18 years old and that you have the right, authority, and capacity to enter into and abide by the terms of this Agreement. You are in lawful possession of all equipment, insurance, and licenses necessary to perform the shopping and/or delivery services contemplated by this Agreement in accordance with all applicable laws. You desire to enter into this Agreement for the purpose of using the Instacart Platform to obtain business opportunities to perform personal shopping and delivery services on behalf of consumers.

1.3 The Parties agree that they will act in accordance with the terms of this Agreement.

## 2 SERVICES OF THE CONTRACTOR

2.1 From time to time, Instacart may notify you of an opportunity to perform personal shopping and/or delivery services through the Instacart Platform on behalf of consumers (a "Delivery Opportunity"). If you accept a Delivery Opportunity, you agree to use the Instacart Platform to retrieve the requested retail items from the store selected by the customer and deliver them in a safe and timely manner and in accordance with the delivery window requested by your customer (the "Services").

2.2 You acknowledge that, as a prerequisite to performing the Services, you will need to consent to background checks, and continued access to the Instacart Platform is contingent upon passing the background checks and otherwise complying with the terms of this Agreement (and any documents incorporated by reference). After receiving access to the Instacart Platform, Instacart may conduct additional background checks on you, in compliance with applicable law, through its background check provider. Instacart will issue you a username and password so that you can access the Instacart Platform to provide the Services. You agree that only you will use the username and password, as you are the sole authorized user.

2.3 You acknowledge that Instacart does not impose any minimum or maximum amount of Services that you are required to provide. Moreover, you are under no obligation to accept any particular Delivery Opportunity that is offered to you. You are free to accept or reject any Delivery Opportunity, in your business judgment and discretion. If, however, you do accept a Delivery Opportunity, then you are contractually obligated to complete it.

2.4 You agree that there is no minimum or maximum number of Delivery Opportunities that Instacart will make available to you. You further agree that Instacart does not dictate the time of your performance of the Services.

2.5 If Instacart desires to engage you for any purposes other than or in addition to the Services, and if you agree to such an additional engagement, you and Instacart shall agree upon the specific terms and conditions. However, such terms and conditions shall govern that additional engagement only and shall not modify the terms and conditions governing the Services as set forth in this Agreement. Any disputes or claims related to the provision of such additional engagement shall be governed by the Arbitration Provision (including the opt-out option) in Section 8 of this Agreement.

## 3 RATES AND PAYMENT

3.1 Instacart agrees to pay you for the Services within 30 days of performance. Instacart reserves the right to change the rates schedule at any time, and Instacart will provide you with notice of the changes in advance of your accepting a Delivery Opportunity through Instacart's Shopper App. Instacart does not pay earnings by salary or by an hourly rate.

3.2 For a Delivery Opportunity that involves both personal shopping and delivery, you will be provided a payment for each delivery, plus a per item payment, and any applicable bump payment. Available payment

rates are posted in the Shopper App, and you can review the applicable rate schedule prior to accepting or rejecting a Delivery Opportunity.

3.3 For a Delivery Opportunity that involves delivery only, you will be provided a payment for each delivery. Available payment rates are posted in the Shopper App, and you can review the applicable rate schedule prior to accepting or rejecting a Delivery Opportunity.

3.4 As a condition of receiving payment, you agree to provide Instacart with your taxpayer identification number and the requisite authorization for required background checks. You shall be responsible for all costs and expenses incurred or necessary in the performance of the Services, including but not limited to phone, parking, vehicle, insurance, and travel expenses.

3.5 You may request that Instacart make earnings payable in your name or in your capacity as a sole proprietorship, trade, or other corporate or business entity.

## 4 TERMINATION OF AGREEMENT

4.1 You may terminate this Agreement at any time upon written (including email) notice to Instacart. Instacart may immediately terminate this Agreement, upon written (including email) notice to you in the event you engage in a material breach of the terms of this Agreement, including, but not limited to, any act that violates Instacart's [Full Service Shopper Account Access Guidelines](https://goo.gl/R8cRd3) ( <https://goo.gl/R8cRd3> ), which are hereby incorporated by reference, such as when you:

- A. Cause a safety issue;
- B. Violate applicable local, state, or federal laws or applicable guidance;
- C. Fail to meet acceptable standards of service with respect to the end result of the Services as specified by the customer;
- D. Repeatedly fail to deliver on time or repeatedly fail to deliver complete orders;
- E. Fail your background checks after signing this Agreement;
- F. Invade customer privacy;
- G. Engage in or encourage fraudulent conduct; or
- H. Invalidate this Agreement through an improper signature.

4.2 Instacart reserves the right to modify the terms of Full Service Shopper Account Access Guidelines from time to time when Instacart determines, in its reasonable and good faith business judgment, it is necessary to do so to ensure the safe and reliable operation of the Instacart platform. Any such modifications shall be effective upon posting on the Instacart Platform, either through the Instacart website or in the Instacart Shopper App. Your continued use of the Instacart Platform or performance of Services after any such changes are posted shall constitute your consent to such modifications.

4.3 Notwithstanding anything to the contrary, Instacart may stop providing access to the Instacart Platform services, or features to you or to users of the Instacart Platform generally when Instacart determines, in its reasonable and good faith business judgment, it is necessary to do so to ensure the safe and reliable operation of the Instacart platform. Additionally, the Parties agree that the contract terminates with no written notice required if either: you do not provide any Services under the Agreement within 45 consecutive days of executing it; or, after you have started to perform Services, you do not provide Services for 75 consecutive days. You understand that upon termination of the Agreement, there is no guarantee of a presentation of a new contract.

## 5 RELATIONSHIP OF THE PARTIES

5.1 You enter into this Agreement as an independent contractor with a business relationship between you and Instacart. You acknowledge and agree that you operate a business separate and distinct from Instacart and that both you and Instacart are able to operate your respective businesses without the other. It is understood that in agreeing to provide Services under this Agreement, the Contractor shall be acting and shall act at all times as an independent contractor, and not as an employee of Instacart for any purpose whatsoever, including without limitation, for purposes relating to taxes, payments required by statute, or any other withholdings or remittances to any governmental agency or authority. Under no circumstances shall you look to Instacart as your employer, partner, joint venturer, agent, or principal, nor shall this Agreement be construed to establish any such relationship. YOU SHALL NOT BE ENTITLED TO ANY EMPLOYEE BENEFITS ACCORDED TO INSTACART'S EMPLOYEES, INCLUDING BUT NOT LIMITED TO, WORKERS' COMPENSATION, DISABILITY INSURANCE, HEALTH INSURANCE, VACATION, OR SICK PAY. You further acknowledge that this Agreement does not create any employer-employee relationship between a third party retailer and yourself, and that you are not entitled to any benefits, including but not limited to, Workers' Compensation coverage, afforded to any employees of a third party retailer.

5.2 Instacart is interested only in the results to be achieved by you under this Agreement. You shall be sole responsible for determining the manner and method of performing all Services under this Agreement, and achieving the desired results, in a lawful and safe manner. Instacart shall have no right to control, oversee, or supervise you in your performance of the Services under this Agreement. You acknowledge that Instacart does not provide or require training as to the performance of the Services under this Agreement.

5.3 ON A CONTINUING BASIS, YOU SHALL BE SOLELY RESPONSIBLE FOR, AND TO THE EXTENT REQUIRED BY LAW:

**A. SECURING AND PAYING FOR WORKER'S COMPENSATION INSURANCE;**

**B. SECURING AND PAYING DISABILITY INSURANCE, HEALTH INSURANCE, AND/OR OTHER SIMILAR INSURANCE;**

**C. SECURING AND PAYING UNEMPLOYMENT OR OTHER SIMILAR INSURANCE CONTRIBUTIONS;**

**D. SECURING AND PAYING ALL NECESSARY LIABILITY INSURANCE FOR YOU AND ANY PERSONNEL;**

**E. SECURING AND PAYING FOR AUTOMOBILE INSURANCE IN COVERAGE AMOUNTS CONSISTENT WITH LEGAL REQUIREMENTS, INCLUDING ANY REQUIRED NO FAULT AUTOMOBILE INSURANCE OR COMMERCIAL LIABILITY INSURANCE; AND**

**F. WITHHOLDING INCOME AND REPORTING WAGES, OTHER SIMILAR TAXES, OR SOCIAL SECURITY, ON BEHALF OF YOURSELF AND ANY PERSONNEL AS LEVIED AND/OR REQUIRED BY ANY FEDERAL, STATE, LOCAL, OR ANY OTHER GOVERNMENTAL AUTHORITY.**

YOU UNDERSTAND THAT INSTACART DOES NOT PROVIDE ANY INSURANCE LISTED ABOVE AND THAT YOU ARE NOT ENTITLED TO RECEIVE SUCH INSURANCE COVERAGE FROM INSTACART. YOU FURTHER UNDERSTAND THAT ITEMS LISTED IN THIS SECTION (FOR EXAMPLE, COMMERCIAL AUTOMOBILE INSURANCE) MAY BE REQUIRED IN YOUR JURISDICTION, AND YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO DETERMINE IF ANY OF THE ABOVE IS REQUIRED. YOU AGREE TO ABIDE WITH ALL APPLICABLE LAWS, STATUTES, AND REGULATIONS AS THEY RELATE TO THIS SECTION.

Instacart shall not be liable for any penalties, levies, fines and/or fees, which may be imposed if such taxes and/or other contributions are not paid by you. You further agree that you shall defend, indemnify, and hold Instacart and its affiliates, and their respective officers, directors, shareholders, employees, agents, successors and permitted assigns thereof harmless for any and all judgments, levies, fines, costs, penalties assessments or fees associated with such required payments, or with respect to any demand or claim related in any way to any failure to declare, collect, remit, and/or pay on a timely basis all such taxes and related amounts.

5.4 You have no authority to make promises, agreements, or otherwise make commitments on Instacart's behalf.

5.5 You may represent, perform services for, or be employed by, any third persons or companies as you see fit.

5.6 Instacart does not guarantee the availability of the Instacart Platform. You understand that the Instacart Platform may be unavailable at any time and for any reason. The Instacart Platform may be subject to delays, and Instacart is not responsible for any delays, damages, or losses resulting from the delays.

## **6 CONTRACTOR'S REPRESENTATIONS AND INDEMNITIES**

6.1 You represent that you have the qualifications, licenses, registrations, insurance, and skills to perform the Services in a competent, professional, and reliable manner.

6.2 You agree that you shall and do hereby indemnify, defend, and hold harmless Instacart, and Instacart's officers, directors, shareholders, employees and agents, and its or their successors and assigns, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable legal fees and costs, that any of the foregoing

persons or any other persons may incur or suffer and that result from, or are related to: (a) the performance of the Services; (b) any breach or failure by you to perform or abide by any of the representations, warranties, and agreements set forth in this Agreement or incorporated by reference; (c) your violation of any law or the rights of a third party, including a customer, retail partner, or any individual associated with a retail partner, as a result of your own interaction with such third party; (d) any allegation that any materials that you use in carrying out the Services infringe or otherwise violate the copyright, trademark, trade secret or other rights of any third party; (e) your ownership, use or operation of a motor vehicle or passenger vehicle, including during your provision of Services; and/or (f) any other activities in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person. You agree that Instacart is not responsible for any loss, damage or depreciation that may occur to your equipment, including but not limited to your vehicle.

### 6.3 ON A CONTINUING BASIS, YOU SHALL BE RESPONSIBLE FOR:

- A. MAINTAINING A VALID DRIVER'S LICENSE AND BEING MEDICALLY FIT TO OPERATE A MOTOR VEHICLE;
- B. MAINTAINING ANY OTHER REQUIRED LICENSES, REGISTRATIONS, INSURANCE, AND PERMITS USUAL OR NECESSARY FOR PERFORMING THE SERVICES;
- C. OWNING OR HAVING THE LEGAL RIGHT TO OPERATE THE VEHICLE YOU USE WHEN PROVIDING SUCH SERVICES; and
- D. DRIVING SAFELY AND NOT ENGAGING IN UNSAFE BEHAVIOR, INCLUDING BEING UNDER THE INFLUENCE OF ALCOHOL OR DRUGS WHILE DRIVING.

You agree to provide, upon our request, proof of insurance coverage, valid licenses, valid vehicle registration, and your criminal or driving record, provided Instacart can request this information under applicable law.

6.4 You will be solely responsible for procuring all equipment, supplies, tools, and/or instrumentalities that are necessary to perform the Services and obligations under this Agreement. You agree that while providing Services using the Instacart Platform, you will maintain the latest version of the Shopper App. You agree that by downloading and using the Shopper App, you are bound by any future amendments and additions to information referenced in the Shopper App, and the ability to continue to use of the Shopper App is consideration for and consent to such changes.

6.5 You agree that you will perform the Services in a competent, professional, safe, and reliable manner, recognizing that the Services are personal to the customer, in order to maximize customer satisfaction and to achieve the results represented to the customer. You understand that the Services you provide to the customer create a direct business relationship between you and the customer. You also agree that repeated cancellation of your commitments to provide the Services results in abuse of the Instacart Platform, making it less reliable for customers. You agree to comply with any laws and regulations applicable to the performance of the Services. You further recognize and agree that customer satisfaction in the services

provided by the customer are measured, and poor customer satisfaction is a reason to terminate the Agreement under Section 4, above.

6.6 You agree that the use of customer information (including but not limited to the identity, address, and contact information of customers) is governed by Instacart's [Privacy Policy](https://www.instacart.com/privacy) for customers ( <https://www.instacart.com/privacy> ). You agree that you have had the opportunity to review this policy through the link provided. You agree that you will not use customer information in any manner that is inconsistent with the Privacy Policy, and that failure to abide by provision constitutes a material breach of this agreement. In particular, you agree that you will not use the Shopper App to communicate with a customer except to the extent necessary to shop for and/or deliver the customer's order, choose customer items at a retailer site, deliver those items, and/or provide updates on the status of a customer order. Moreover, you recognize and agree that customer information is Confidential Information governed by Section 7 of this agreement.

6.7 You agree to accept communications from Instacart via the Shopper App, SMS, text message, email, and/or by telephone, and you agree that such communications do not violate the Telephone Consumer Protection Act ("TCPA"), the Telemarketing Sales Rule ("TSR"), any implementing regulations of the TCPA or TSR, or any similar state laws or regulations. You consent to have Instacart call or text message you on any day (inclusive of weekends and holidays) and at any time at the phone number(s) you have directly or indirectly provided to Instacart, and to the use of an autodialer or a prerecorded or artificial voice to deliver message, in connection with your use of the Instacart Platform, or for any other purposes including but not limited to telemarketing purposes. In addition, you consent to have Instacart call or text message you through the Shopper App on the wireless telephone that you have elected to use to download and host the Shopper App, and to the use of an autodialer or a prerecorded or artificial voice to deliver a message for any purposes, including but not limited to telemarketing purposes. This consent is not required to be provided as a condition of purchasing any property, goods, or services. This consent is part of the bargained for exchange in this contract and may not be revoked while this Agreement is in effect. You agree that telephone calls between you and Instacart or its agents or partners may be recorded and that you hereby consent to any such recording. You agree not to use Instacart customer contact information for any purpose other than provision of the Services. You further agree to comply with the TCPA, TSR, and any implementing regulations of the TCPA and TSR, as well as any similar state laws in communicating with Instacart customers.

6.8 You agree that, if you accept a Delivery Opportunity that includes an alcohol purchase, you are solely responsible for ensuring compliance with all federal, state, and local laws and guidance, including but not limited to ensuring that the individual accepting the order has a valid identification, is 21 years of age or older, and is not visibly intoxicated.

6.9 You agree that, if you accept a Delivery Opportunity that includes an item that needs to maintain either hot or cold temperature, you will ensure compliance with all federal, state, and local laws and guidance and deliver the item in a manner that ensures the health and safety of the customer. You further agree that you will lawfully acquire any equipment, including but not limited to insulated bags, needed to perform the Services.

## 7 NONDISCLOSURE OF CONFIDENTIAL INFORMATION

7.1 During the course of your relationship with Instacart, you may have access to and/or become acquainted with confidential, proprietary, and/or trade secret information of Instacart and/or its customers (collectively, "Confidential Information"), which is valuable to Instacart. Confidential Information includes all information relating in any manner to the business, including but not limited to aspects of its technology platform, which includes the Shopper App. Confidential Information further includes any and all information relating in any manner to the business of Instacart's clients, as applicable, and its and their consultants, customers, clients, and business associates, which is not known generally to the public. Confidential Information also includes, but is not limited to, trade secrets, client or vendor lists, client information, customer lists, and customer information (including but not limited to the identity, address, and contact information of customers), contracts, agreements, accounting or financial information, pricing information, business plans and data, formulae, technical know-how, processes, methods, techniques, procedures, software, databases, marketing strategies and data, pending projects and proposals, programs, designs, drawings, diagrams, test data, research and other such information of a confidential nature regardless of whether furnished before or after the date of execution of this Agreement, whether oral or written, and regardless of the form of communication or the manner in which it is furnished and all analyses, compilations, data, studies, notes, interpretations, memoranda, extracts, or other documents prepared by Instacart containing or based in whole or in part on any such furnished information. You specifically agree that all Confidential Information shall be treated as confidential without regard to whether any specific item of information or material has been labeled "Confidential," "Secret," or "Trade Secret," or any similar designation. Confidential Information does not include, however, information that you can show by documentary evidence: (i) is or has become generally available to the public through no wrongful act of your own; or (ii) has been independently acquired or developed by you without violating any of your obligations under any agreement with Instacart, any agreement with a third party, or applicable law.

7.2 You: (i) will hold and maintain all Confidential Information in the strictest confidence; (ii) except as reasonably necessary to perform the Services or as authorized in writing by Instacart, will not at any time, whether during or subsequent to the term of this Agreement, in any fashion, form or manner, either directly or indirectly, use, divulge, disclose, or communicate any Confidential Information to any person, firm, corporation, or entity in any manner whatsoever; and (iii) shall require, and ensure that its directors, officers, employees, agents, and permitted subcontractors who may receive Confidential Information maintain the same in strict confidence and not use or disclose the information except as permitted under this Agreement. You further agree specifically that you will keep secret from any of Instacart's competitors all Confidential Information learned, transmitted, or otherwise obtained by you, including but not limited to Confidential Information about Instacart and its operations. You acknowledge that further customer-specific compliance requirements may be applicable and enforceable against you. Except for the purpose of providing the Services, at no time will you turn over your username for or password to the Shopper App to any third party.

7.3 You agree that all drawings, memorandums, invoices, diaries, project books, notebooks, sketches, reports, manuals, computer programs, computer files, and any other materials in any manner and in any



medium affecting, recording, or relating to Instacart's Confidential Information shall at all times be and remain Instacart's sole property, and shall not be removed from Instacart's premises under any circumstances whatsoever without Instacart's prior written consent, except when (and only for the period) necessary to carry out the Services hereunder, and if removed shall be immediately returned to Instacart upon termination of this Agreement, and no copies shall be kept by you. Upon Instacart's request, you will provide a truthful declaration to Instacart certifying that all Confidential Information and all copies thereof have been delivered to Instacart, and deleted from your computers, laptops, telephones, or other electronic or recording device.

7.4 If you are required by applicable law or regulation or by legal process to disclose any Confidential Information, you will immediately notify Instacart in writing prior to making any such disclosure and assist Instacart in seeking a protective order or other appropriate remedy. You further agree that if Instacart is not successful in precluding the requesting legal body from reviewing the Confidential Information, you will furnish only that portion of the Confidential Information that is legally required and will exercise your best efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.

7.5 The restrictions placed upon you in this Section will survive the termination of this Agreement and continue in perpetuity. You agree that any breach of any term of this Section is a material breach of this Agreement.

7.6 You acknowledge that Instacart protects information of its Contractors as set forth in its [Shopper and Shopper Applicant Privacy Policy](https://www.instacart.com/shoppers-privacy) ( <https://www.instacart.com/shoppers-privacy> ), which you acknowledge you have had the opportunity to review.

## 8 MUTUAL AGREEMENT TO ARBITRATE DISPUTES (“ARBITRATION PROVISION”)

**8.1 *Intent to Arbitrate. The Parties agree to first attempt to resolve any disputes or claims amicably by providing 30 days written notice prior to filing any such dispute or claim. If the Parties are unable to reach a resolution amicably, and except as provided explicitly in Section 8.6 or as set forth in Section 8.10, the Parties agree that to the fullest extent permitted by law, ANY AND ALL DISPUTES OR CLAIMS BETWEEN YOU AND INSTACART shall be exclusively resolved by final and binding arbitration by a neutral arbitrator, including without limitation any and all disputes or claims BETWEEN YOU AND INSTACART, whether in contract, tort, or otherwise, relating to the formation (including unconscionability and invalidity), existence, breach, termination, interpretation, enforcement, validity, scope, and applicability of the Agreement, or the Services agreed to herein, or any claim on any basis under federal, state, or local law, which could otherwise be heard before any court of competent jurisdiction. By signing this Agreement, and unless otherwise stated in this Arbitration Provision, the Parties hereby waive their right to have any dispute, claim, or controversy decided by a judge or jury in a court. The Parties expressly agree that this Agreement shall be***

***governed by the Federal Arbitration Act even in the event Instacart and/or you are otherwise exempted from the FAA. Any disputes or claims in this regard shall be resolved exclusively by an arbitrator. In the event, but only in the event, the arbitrator determines the FAA does not apply, the state law governing arbitration agreements in the state in which you provide the majority of your Services shall apply .***

The Parties anticipate that by entering into this Arbitration Provision, they will gain the benefits of a speedy and less expensive dispute resolution procedure. This Arbitration Provision shall encompass all disputes and claims that Instacart may have against you, or that you may have against Instacart and/or any of its officers, directors, employees, owners, agents, representatives, benefit plans, sponsors, fiduciaries, parent subsidiaries, or affiliated entities arising out of or relating to this Agreement or the Services performed by you. Subject to the limitations set forth in Section 8.6, the Parties agree that the third party retailers at or in whose premises the Services under this Agreement may be performed, as well as any consumer reporting agency responsible for providing background check services of you, are intended third party beneficiaries this Arbitration Provision. For additional clarity, by signing this Agreement, the Parties hereby expressly waive, to the extent permitted by applicable law, their right to have any dispute or claim resolved by a court unless specifically set out herein.

8.2 Delegation. The Parties agree that the arbitrability of any dispute between them, including whether or to what extent the Agreement, or a provision therein, is invalid, unconscionable, or otherwise unenforceable, and whether a dispute, claim, or controversy is subject to arbitration, is a decision that will be submitted exclusively to the arbitrator, and will not be decided by any federal or state court. The Parties further agree that the interpretation of the Agreement shall be submitted exclusively to the arbitrator. The Parties intend this delegation clause to be clear and unmistakable evidence of the Parties' agreement to delegate all questions of arbitrability to the arbitrator, subject to the exceptions stated in the Sections 8.4 and 8.5, which set forth that this delegation clause shall not apply to the Waiver of Class Action Claims and Waiver of Representative Action Claims.

8.3 Covered Claims. Except as otherwise provided in Section 8.6, the disputes and claims covered by this Agreement include any and all disputes and claims **BETWEEN YOU AND INSTACART** arising out of or relating to this Agreement, or the Services performed under this Agreement, which could otherwise be heard before any court of competent jurisdiction (a "Claim"), including but not limited to disputes or claims related to allegations of wrongful termination; breach of any contract or covenant, express or implied; breach of any duty owed to you by Instacart or to Instacart by you; personal, physical or emotional injury (excluding claims covered under the Workers' Compensation Act); fraud, misrepresentation, defamation, and any other tort claims; wages or other compensation due; penalties; benefits; reimbursement of expenses; discrimination or harassment, including but not limited to discrimination or harassment based on race, sex, color, pregnancy, religion, national origin, ancestry, age, marital status, physical disability, mental disability, medical condition, or sexual orientation; retaliation; violation of any local, state, or federal constitution, statute, law, ordinance or regulation (as originally enacted and as amended), including but not limited to Title VII of the Civil Rights Act of 1964, Age Discrimination in Employment Act of 1967, American With Disabilities Act, Fair Labor Standards Act, Employee Retirement Income Security Act, Immigration

Reform and Control Act, Consolidated Omnibus Budget Reconciliation Act, Family and Medical Leave Act California Fair Employment and Housing Act, California Family Rights Act, California Labor Code, California Civil Code, and the California Wage Orders. This includes all claims that arose before the signing of this or any prior Agreement and any claims that may arise after the signing or termination of this Agreement, except as otherwise provided in Section 8.6.

The Parties agree that a Claim under this Section also includes all claims or disputes between you and any third party retailer arising out of or related to the Services performed under this Agreement that may be brought against third party retailer at or in whose premises the Services under this Agreement may be performed. The Parties further agree that a Claim also includes all claims or disputes between you and a third party concerning the provision of any background check of you by a consumer reporting agency. Any disputes or claims in this regard shall be resolved exclusively by an arbitrator.

The Parties agree that a Claim arising under any law that requires resort to an administrative agency may be brought before such agency as permitted by law, and that after exhaustion of administrative remedies, the Parties must pursue such Claim through this binding arbitration procedure to the fullest extent permitted by law.

**8.4 Waiver of Class Action Claims. By signing this Agreement, Instacart and you agree that each may bring and pursue claims against the other only in their individual capacities, and may not bring, pursue or act as a plaintiff, class representative, or class member in any purported class or collective proceeding or action other than on an individual basis and only except to the extent this provision is unenforceable as a matter of law. Notwithstanding any other provision of this Agreement or the applicable JAMS rules: (1) Any claim that all or part of this Waiver of Class Action Claims is unenforceable, unconscionable, void, or voidable shall be determined only by a court of competent jurisdiction and not by an arbitrator; and (2) If the waiver set forth in this Section is found to be unenforceable, the Parties agree that any class or collective action claims will be litigated in a court of competent jurisdiction and not as a class or collective arbitration.**

**8.5 Waiver of Representative Action Claims. By signing this Agreement, Instacart and you agree that each may bring and pursue claims against the other only in their individual capacities, and may not bring, pursue or act as a plaintiff or representative in any purported representative proceeding or action or otherwise participate in any such representative proceeding or action other than on an individual basis except and only to the extent this provision is unenforceable as a matter of law. Notwithstanding any other provision of this Agreement or the applicable JAMS Rules: (1) Any claim that all or part of this Waiver of Class Action Claims is unenforceable, unconscionable, void, or voidable shall be determined only by a court of competent jurisdiction and not by an arbitrator; and (2) If the waiver set forth in this Section is found to be unenforceable, the Parties agree that any representative action claims will be litigated in a court of competent jurisdiction and not as a representative arbitration.**

8.6 Claims Not Covered. Claims not covered by this Agreement are claims for workers' compensation, unemployment compensation benefits, or any other claims that, as a matter of law, the Parties cannot agree

to arbitrate. Nothing in this Agreement prohibits you from exercising rights protected under the National Labor Relations Act or from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Nothing in this Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision. Disputes or claims between Instacart and any third party beneficiaries are not covered by the terms of this Arbitration Provision.

**8.7 Arbitration Procedures and Location.** By signing this Agreement, the Parties further agree that any arbitration shall be conducted before one neutral arbitrator selected by the Parties as provided by the JAM Rules and shall be conducted under the JAMS *Employment Arbitration Rules & Procedures* or the JAMS *Comprehensive Rules* (collectively, “JAMS JAMS Class Action Procedures”) cannot and will not apply to any proceeding hereunder. You may obtain a copy of the JAMS Rules by requesting a copy from Instacart or by accessing the JAMS website at [www.jamsadr.com](http://www.jamsadr.com). By signing this Agreement, you acknowledge that you have had an opportunity to review the JAMS Rules before signing this Agreement. The Parties agree that the enforceability of this Arbitration Provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, *et seq.* The Parties also understand and agree that Instacart’s business and your Services involve commerce under the Federal Arbitration Act. If JAMS is not available to hear the matter in dispute, the Parties shall confer and agree upon a mutually agreeable arbitral forum. The unavailability of JAMS or any other arbitral forum shall not be a basis to invalidate the Parties’ agreement to arbitrate.

The arbitration shall be held in the United States county where you live or perform Services or in any other location the Parties mutually agree upon in writing.

**8.8 Arbitration Fees, Attorney’s Fees, and Costs.** Instacart shall pay all arbitrators’ fees and any JAMS arbitration administrative expenses. Payment of all filing, administration, and arbitrator fees (collectively, “arbitration fees”) will be governed by the applicable JAMS Rules and the laws of the jurisdiction in which you performed Services. In all cases required by law, Instacart will pay the full amount of the arbitration fees. Any disputes in that regard will be resolved by the arbitrator as soon as practicable after the arbitrator is selected, and Instacart shall bear all of the arbitration fees until such time as the arbitrator resolves any such dispute. Each party shall pay its own costs and attorney’s fees, subject to the arbitrator’s ability, described in Section 8.9, to award costs and attorney’s fees to extent such a remedy would have been available to the parties had the matter been heard in a court.

**8.9 Awards.** The arbitrator is authorized to award any remedy or relief available under applicable law that the arbitrator deems just and equitable, including any remedy or relief that would have been available to the Parties had the matter been heard in a court, except that this Section does not encompass any remedy or relief awarded on a class-wide basis. The decision of the arbitrator shall be in writing and shall provide the reasons for the award unless the Parties agree otherwise. Nothing in this Agreement shall prohibit or limit the Parties from applying for provisional remedies under California Code of Civil Procedure (“CCP”) section 1281.8, including, but not limited to, injunctive relief from a court of competent jurisdiction, and any such application shall not be deemed incompatible with or waiver of this agreement to arbitrate. The court to which the application is made is authorized to consider the merits of the arbitrable controversy to the extent

it deems necessary it making its ruling. All determinations of final relief, however, will be decided in arbitration.

**8.10 (a) Opt-Out for Arbitration Provision. You have 30 calendar days from the date you sign this Agreement to opt-out of the Arbitration Provision. However, opting-out of this Arbitration Provision does not affect any other part of this Agreement. If you opt-out of the Arbitration Provision, then neither you nor Instacart will be bound by the terms of this Arbitration Provision. Should you not opt out in accordance with this Section within the 30 day period, then this Arbitration Provision will become fully effective and binding as of the date the Agreement is executed by you. Opting-out of the Arbitration Provision has no effect on any previous and/or other arbitration agreement(s) that you may have with Instacart. If you agreed to a previous arbitration agreement with Instacart, you remain bound by that prior arbitration agreement and must arbitrate any and all claims or disputes covered by that prior arbitration agreement, regardless of whether those claims or disputes arise after the date you execute this Agreement.**

**(b) To opt-out, within 30 days from the date you sign this Agreement, you must notify Instacart in writing of your intent to opt-out of the Arbitration Provision by providing your first and last name and a clear statement of your intent to opt-out such as “I wish to opt-out of the Arbitration Provision” or words to that effect. The written intent to opt-out must be provided either by: (1) sending electronic mail to contractor-opt-out@instacart.com; or (2) by sending a letter by U.S. Mail, or by any nationally recognized delivery service (e.g. Federal Express, UPS), or delivered by hand to:**

Maplebear Inc., d/b/a Instacart c/o Legal Team 50 Beale Street, Suite 600 San Francisco, CA 94105

(c) In order to be effective, the letter under option (2) must be dated and signed and the envelope containing the signed letter must be received (if delivered by hand) or post-marked within 30 days of the date you sign this Agreement. Your written intent to opt-out of the Arbitration Provision, whether sent by (1) or (2), will be maintained by Instacart.

## 9 NOTICES

Except as explicitly provided in Section 8.10, any notices to Instacart shall be given by certified mail, postage prepaid and return receipt requested to:

Maplebear Inc., d/b/a Instacart c/o Legal Team 50 Beale Street, Suite 600 San Francisco, CA 94105

Such notice shall be deemed given three days after the date of mailing. Any notices to you shall be provided through the Shopper App or given via the email address you provided to Instacart, and such notice shall be deemed given immediately upon sending. Alternatively, Instacart may provide you notice by certified mail to the address provided by you to Instacart. In such case, notice shall be deemed given 3 days after the date of mailing.

## 10 SUCCESSORS AND ASSIGNS

This Agreement is intended to bind and inure to the benefit of and be enforceable by Instacart, you, and our respective heirs, successors and assigns, except that you may not assign your rights or delegate your duties or obligations hereunder (including, without limitation, pursuant to any subcontract) without the prior written consent of Instacart. This should not be construed as precluding you from hiring individuals to assist in the provision of Services.

## 11 SEVERABILITY

Except as explicitly set forth in Section 8.4 and 8.5, in the event that any provision of this Agreement is held to be illegal, invalid, void, null, or unenforceable, the remainder of the Agreement shall remain in full force and effect. The Parties further agree that any claims that are found not subject to arbitration under this Agreement, shall be stayed in a court of competent jurisdiction pending the outcome of the arbitration of any other asserted claims.

## 12 MODIFICATION AND WAIVER

12.1 The Agreement can only be revoked or modified in writing signed by both Parties that specifically states an intent to revoke or modify this Agreement. This Agreement shall constitute the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and, unless as permitted herein, 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, you shall have the right to discuss any proposed changes with Instacart and consider whether to continue your contractual relationship with Instacart. Unless otherwise stated in this Agreement, **THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE INSTACART PLATFORM.** No waiver by any Party to this Agreement of any provision hereof shall be deemed to be a waiver of any other provision of this Agreement, or of any subsequent breach of such provision, or a waiver of any other provision of this Agreement by any other.

12.2 Instacart also reserves the right to modify any information referenced in the hyperlinks included in this Agreement from time to time in its reasonable and good faith business judgment, and such modifications shall become effective upon posting. Continued use of the Instacart Platform or performance of Services after any such changes are posted shall constitute your consent to such changes. Unless material changes are made to the Arbitration Provision herein, you agree that modification of this Agreement and/or the hyperlinks included in this Agreement does not create a renewed opportunity to opt-out of arbitration (if applicable). As set forth in Section 8.10, a renewed opportunity to opt-out of the arbitration will not relieve you of any prior and/or other arbitration agreement(s) with Instacart to which you may be bound.

## 13 VOLUNTARY

By executing this Agreement, the Parties represent that they have been given the opportunity to fully review, comprehend, and negotiate the terms of this Agreement. The Parties understand the terms of this Agreement and freely and voluntarily sign this Agreement. If you have any questions about this Agreement you may wish to consult an attorney and are free to do so.

## 14 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The language in all parts of this Agreement shall in all cases be construed according to its fair meaning and not strictly for or against either Party.

## 15 ENTIRE AGREEMENT

Except to the extent that you opt-out of the Arbitration Provision in this Agreement and are bound by previous and/or other arbitration agreement(s) with Instacart, this Agreement supersedes any and all other agreements between you and Instacart, whether oral or in writing, and contains all of the covenants and agreements between you and Instacart with respect to your Services. You and Instacart each acknowledge that no representations, inducements, promises, or agreements, originally or otherwise, have been made to either Party to the other, or by anyone acting on behalf of either Party, which are not embodied herein.

## 16 EFFECTIVE DATE

The Effective Date of this Agreement is the date upon which you sign.

**CANADA** 