

# Roadie Drivers Agreement

*Effective: December 15, 2020 (Version 7)*

This Roadie Drivers Agreement is a part of Roadie's Terms and Conditions ("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 Driver being allowed to access the Roadie Platform and the opportunity to offer on Gigs, as well as the mutual promises described herein, Roadie and Driver (collectively "the parties") agree as follows:

**I. GENERAL.** This Agreement and the Terms found at [www.roadie.com/terms](http://www.roadie.com/terms), as may be updated from time to time shall govern the

relationship between Roadie and Driver, as well as Driver's performance of Delivery Services via the Roadie Platform.

## II. DELIVERY SERVICES.

1. Driver acknowledges that Driver is engaged in Driver's own business, separate and apart from Roadie's business, which is to provide logistics management services and an online marketplace connection using web-based technology that connects businesses and consumers needing delivery services with those in the business of providing delivery services.

2. From time to time, Driver may be notified of an available Gig. For each Gig accepted by Driver ("Delivery Services"), Driver agrees to provide Delivery Services to Driver's Sender(s) safely and on time. Driver acknowledges that Roadie has discretion as to which, if any, Gigs to offer to Driver, just as Driver has the discretion whether and to what extent to accept any Delivery Services. Nothing in this Agreement shall guarantee Driver any particular volume of business for any particular time period.

3. Driver shall have no obligation to accept or perform any particular Gig or to perform any particular volume of Delivery Services during the term of this Agreement; provided, once Driver accepts a Gig, Driver is contractually bound to complete

the Delivery Services in accordance with all Sender specifications and the terms laid out in this Agreement.

4. Driver has the right to cancel, from time to time, a Delivery Services when, in the exercise of Driver's reasonable discretion and business judgment, it is appropriate to do so.

Notwithstanding the foregoing, Driver 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 Roadie the right to temporarily lock or permanently deactivate Driver's Roadie account.

5. Driver understands that the Roadie Platform automatically provides updates to Senders and Delivery Order recipients as to the status of Delivery Services, and gives the Roadie support team ("Roadie Support") the ability to communicate with Drivers, Senders and Delivery Order recipients in order to facilitate the Delivery Services. Driver authorizes the Roadie Platform and Roadie Support to communicate with Driver and the Sender and/or Delivery Order recipient on Driver's behalf to solely to facilitate Driver's performance of a Delivery Services. Driver must have a mobile device with the Roadie App running while performing all Delivery Services. Driver must not disable

the Roadie App or its geo location software at any time while performing Delivery Services.

6. Driver understands and agrees that the parameters of each Delivery Service is established by the Sender, not Roadie, and represent the end result desired by the Sender, not the means by which Driver is to accomplish the result. Under no circumstances shall Roadie be authorized to control the manner or means by which Driver performs Delivery Services or any other services contemplated under this Agreement. Specifically, but not exclusively:

Roadie does not require any specific type, or quality, of Driver's choice of transportation.

Driver does not have a supervisor or any individual at Roadie to whom they report.

Driver does not wear a uniform designating Roadie as the provider of Delivery Services.

Driver does not use any signage or designation of Roadie on his/her/its vehicle while providing Delivery Services, unless required by the Sender, recipient, pick-up or drop-off locations.

Roadie does not have control over Driver's personal appearance.

Driver does not receive performance evaluations by or from Roadie.

7. As an independent business enterprise, Driver 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 Driver or Roadie from doing business with others. Roadie does not have the right to restrict Driver from performing services for other businesses, customers or consumers at any time, even if such business directly competes with Roadie, and even during the time Driver is logged into the Roadie Platform. Driver's right to compete with Roadie, or perform services for business that compete with Roadie, will survive even after termination of this Agreement.

8. Driver is not required to purchase, lease, or rent any products, equipment or services from Roadie as a condition of doing business with Roadie or entering into this Agreement.

9. In the event Driver fails to fully perform any Delivery Services in accordance with this Agreement and the Terms (a "Service Failure") due to Driver's action or omission, or the act or omission of someone in Driver's control, Driver shall forfeit all or part of the agreed upon fee for that service.

10. Driver agrees to immediately notify Roadie in writing by submitting a support inquiry through Roadie Support at [support@roadie.com](mailto:support@roadie.com) if Driver's services or scope of work differ in any way from what is contemplated in this Section II.

### III. DRIVER PERSONNEL

1. Driver 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 Driver Personnel are registered and have an account on the Roadie Platform and meet all requirements applicable to Drivers contained in the Terms including, but not limited to, passing a background check and agreeing to the Drivers Agreement, prior to Driver using such Driver Personnel to perform Delivery Services on Driver's behalf . The parties acknowledge that the sole purpose of this requirement is to ensure Driver's and its Personnel's compliance with the terms of this Agreement and the Terms.

2. If Driver intends to use Driver Personnel, Driver must inform Roadie in writing at [support@roadie.com](mailto:support@roadie.com) at least 7 days in advance , and provide the name(s) and account(s) of such Personnel

performing Delivery Services. To the extent Driver furnishes his/her/its own Personnel, Driver 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 Driver Personnel in performing Delivery Services, as if Driver was performing such Delivery Services himself/herself/itself.

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

4. Unless mandated by law, Roadie 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 Driver or his/her/its Personnel.

#### **IV. DRIVER'S AGREEMENTS, REPRESENTATIONS AND WARRANTIES.**

1. Driver 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, Driver 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. Driver agrees to fully perform Delivery Services in a timely, efficient, safe, and lawful manner. Roadie shall not have the right to, and shall not, control the manner, method or means Driver uses to perform the Delivery Services. Instead, Driver 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. Driver understands that Senders expect that Driver 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, Driver agrees, for itself and any Driver Personnel it uses that during the performance of Delivery Services, that Driver and any Driver Personnel shall:

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 Driver 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. Driver must keep records of all such inspections and shall provide latest inspection records to Roadie upon request.

not use open convertibles or open truck beds in the performance of any Delivery Services containing live animals, perishable or delicate items.

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 Driver's own business logo), or any other clothing, which is obviously and generally offensive.

not wear a uniform designating Roadie as the provider of Delivery Services.

not use any signage or other designation of Roadie 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 Driver's vehicle be identified as being used on the Roadie Platform. In such cases only, Sender or Roadie on Sender's behalf, will assign such identification solely in order to facilitate Driver's performance of such Gig; provided that such signage is not used on the vehicle for any other Sender Gigs or at any other times.

not smoke at any time during Delivery Services, including on the way to pick up a delivery.

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.

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.

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 Driver 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.

not be accompanied by minors under any circumstances while performing Delivery Services.

not be accompanied by any unnecessary Personnel or other persons.

not be accompanied by any other person when delivering Gigs containing prescription medicine or pharmaceuticals.

4. Driver understands and agrees that the above standards have been established by Senders, and not Roadie, and indicate what behaviors Senders deem to be professional and what type of performance is of acceptable quality. Driver'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 Roadie the right to terminate this

Agreement, and/or Roadie the right to temporarily lock or permanently deactivate Driver's Roadie account.

5. Driver 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"). Driver expressly acknowledges and agrees that Driver and all Driver Personnel are subject to the duty on Roadie'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. Driver acknowledges that he/she/it has read and understands all provisions in the Roadie Terms addressing Confidential Information and agrees that the unauthorized disclosure of any Confidential Information will constitute a material breach of this Agreement, giving Roadie the right to temporarily lock or permanently deactivate Driver's Roadie account and/or the account of any Driver 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 Driver 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. Roadie shall not have the right to, and shall not, control the manner or the method of accomplishing Delivery Services to be performed by Driver. The parties acknowledge and agree that any provisions in this Agreement setting forth performance standards or having the effect of reserving ultimate authority in Roadie, 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 Roadie Platform, including Senders, Delivery Order recipients and other Drivers, and/or (iii) to achieve compliance with applicable federal, state, or local laws, regulations, and interpretations thereof.

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

4. Driver understands and agrees that providing Delivery Services via the Roadie Platform is not intended to be, nor shall

be used by Driver or its Personnel as full-time employment, and Driver agrees that (i) under NO circumstances may Driver provide, or have provided by Personnel on his/her/its behalf, Delivery Services or other services via the Roadie Platform, whether through the Roadie App generally, or through any other Roadie or Roadie affiliate program, for a combined total in excess of 7 hours per day, and/or 35 hours per calendar week, and (ii) that neither Driver nor its Personnel shall seek non-voluntary compensation from Roadie, a Sender, or any other third-party, and Driver hereby waives any rights to, any benefits, overtime wages, or the like from Roadie, Sender and/or any other third party.

5. Driver shall be fully liable for, and shall first pay directly, or second reimburse, Roadie and/or Sender for any additional fees, charges or other obligation (monetary or otherwise) placed on Roadie 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 Driver or any of Driver's Personnel breach this Section V.

#### **VI. PAYMENT FOR SERVICES.**

1. Driver will receive payment per Delivery Services satisfactorily rendered. From time to time, Roadie or its affiliates may offer other Delivery Services for Driver 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 Driver is free to accept or deny any such opportunities to earn different rates of pay.

2. The Roadie Platform may permit Senders to add a gratuity to be paid to Driver, and Delivery Order recipients can also pay a gratuity to Driver in cash. Driver shall retain 100% of any gratuity paid and Roadie acknowledges that it has not right to retain any gratuity given to Driver. Notwithstanding the above, Driver understands that once he/she/it accepts a Delivery Services, Driver has agreed to perform the Delivery Services for the amount shown in the Roadie Platform. Any decision to give additional gratuity or further compensation is completely voluntary and Driver shall not ask for additional payments in any form.

#### **VII. DISPUTES, DEACTIVATIONS AND APPEALS.**

1. In the event there is a Service Failure, Driver shall not be entitled to payment as described above (as determined in Roadie'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, Driver, and any other party with information relevant to the dispute. Roadie shall make the determination as to whether a Service Failure was the result of Driver's action/omission. Driver shall have the right to challenge Roadie's determination through any legal means contemplated by this Agreement; however, Driver shall notify Roadie in writing at [support@roadie.com](mailto:support@roadie.com) of Driver's intent to challenge Roadie's determination, and provide Roadie the opportunity and a reasonable time within which to resolve the dispute. Driver should include any documents or other information in support of his/her/its challenge.

2. In the event Roadie fails to remit payment in a timely or accurate manner, Driver shall have the right to seek proper payment by any legal means contemplated by this Agreement and, should Driver prevail, shall be entitled to recover reasonable costs incurred in pursuing proper payment, provided, however, Driver shall first inform Roadie in writing at [support@roadie.com](mailto:support@roadie.com) of the failure and provide Roadie a the opportunity and a reasonable time within which to cure it.

3. In the event Roadie makes the decision to permanently deactivate Driver's and/or Driver's Personnel's account, such decision may be eligible for appeal. Driver 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. Driver acknowledges and agrees that ultimate determination of eligibility will be made by Roadie on a case-by-case basis. In order to file an appeal, Driver must follow the instructions provided by Roadie in the email notifying Driver of the deactivation of their account. Driver agrees that Driver will receive only one appeal and that all appeal decisions are final.

#### **VIII. EQUIPMENT AND EXPENSES.**

1. Driver represents that he/she/it has or can lawfully acquire all equipment necessary for performing Delivery Services (“Equipment”), and Driver is solely responsible for ensuring that the vehicle used conforms to all vehicle laws pertaining to safety, equipment, inspection, and operational capability.
2. Driver agrees that he/she/it is responsible for all costs and expenses arising from Driver’s performance of Delivery Services, including, but not limited to, costs related to Driver’s Personnel and Equipment. Except as otherwise required by law, Driver assumes all risk of damage or loss to its Equipment.
3. Notwithstanding the above, Driver will be reimbursed by Sender for parking fees and/or tolls incurred in performing a Gig provided the Driver presents a receipt or other adequate

evidence of incurring the same within fifteen (15) days of incurring the expense.

#### IX. INSURANCE AND PERMITS.

1. Driver agrees, as a condition of doing business with Roadie, that at all times Driver has an active account with Roadie, Driver 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.

Driver 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, Driver's account.

2. Driver agrees to deliver to Roadie, upon request, current certificates of insurance as proof of coverage, as well as copies of current permits and licenses. Driver agrees to provide updated certificates each time Driver purchases, renews, or alters Driver's insurance coverage, and each time Driver renews or terminates a required license or permit. Driver agrees to give Roadie 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. Driver agrees that Driver will maintain sufficient insurance to cover any risks or claims arising out of or related to Driver's relationship with Roadie, including workers' compensation insurance for Driver Personnel where required by law. Driver acknowledges and understands that neither Driver nor any Driver Personnel will be eligible for workers' compensation benefits through Roadie or any Sender, and Driver is instead responsible for maintaining Driver's own workers' compensation insurance or occupational accident insurance. Driver's maintenance of Driver's own workers' compensation insurance or occupational accident insurance will not disqualify Driver from participating in any Occupational Accident Insurance Policy for Drivers, which Roadie may make available in the future to Drivers generally.

*4. You expressly acknowledge and agree that Roadie does not provide automobile liability, workers' compensation or health insurance coverage to Drivers and is not responsible for paying for any liability that may arise from Driver's performance of Delivery Services, including any bodily injury or damage to property caused by or to Driver or any Driver Personnel while performing Delivery Services.*

#### **X. INDEMNITY AND LIMITATION OF LIABILITY**

1. Roadie agrees to indemnify, protect and hold harmless Driver 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 Driver and arising solely and directly from Roadie’s willful misconduct in providing Driver the opportunity to offer on Gigs.

2. Driver agrees to indemnify, protect and hold harmless Roadie, 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 (“Roadie Indemnitees”), from any and all Losses incurred in connection with Claims asserted by a third party against a Roadie Indemnitee arising directly or indirectly from, or as a result of or in connection with, Driver’s or Driver’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 Roadie Platform, other Drivers, 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 Driver and Driver's Personnel, (vii) from all costs of Driver's business, including, but not limited to, any payment of compensation to Driver 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 Roadie Indemnitee.

3. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS DRIVERS AGREEMENT OR THE TERMS, IN NO EVENT SHALL ROADIE 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 DRIVER WAS PAID FOR PERFORMING SERVICES ON THE ROADIE 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 Driver, Driver agrees that any proceeding to litigate in court any dispute arising out of or relating to this Agreement, whether because Driver opted out of the Mutual Arbitration Provision or any other reason, will be conducted solely on an individual basis, and Driver 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 Driver acts or proposes to act in a representative capacity (“Litigation Class Action Waiver”). Driver 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. Driver shall have the right to discuss any changes with Roadie, and shall consider solely determine whether to continue his/her contractual relationship with Roadie before accepting any such modifications, alterations, changes or amendments.

2. The failure of Roadie or Driver 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.

3. 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.

4. 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.

5. Driver agrees to notify Roadie in writing at [support@roadie.com](mailto:support@roadie.com) of any breach or perceived breach by Roadie of this Agreement, of any claim arising out of or related to this Agreement, or of any claim that Driver'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 (Driver's Agreements, Representations and Warranties), or if the relationship of the parties differs from the terms contemplated in Section V (Relationship of Parties)