

PET CARE PROVIDER PLATFORM USE AGREEMENT

THIS PET CARE PROVIDER PLATFORM USE AGREEMENT (this “*Agreement*”) is made and entered into by and between Wag Labs, Inc. (“*Wag!*” or “*Company*”), and _____ (“*you*” or “*Pet Care Provider*”) (each of Company and Pet Care Provider will be referred to individually as a “*Party*,” or collectively, as the “*Parties*”). This Agreement will become effective on the date it is executed by Pet Care Provider (the “*Effective Date*”).

THE DISPUTE RESOLUTION SECTION OF THIS AGREEMENT CONTAINS A MUTUAL ARBITRATION PROVISION AND CLASS ACTION WAIVER THAT REQUIRES YOU AND WAG! TO RESOLVE DISPUTES WITH EACH OTHER ON AN INDIVIDUAL BASIS THROUGH FINAL AND BINDING ARBITRATION. PLEASE REVIEW THE DISPUTE RESOLUTION SECTION OF THIS AGREEMENT CAREFULLY. BY EXECUTING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

Wag! is a marketplace technology platform used by pet owners (“*Pet Owners*”) and Pet Care Providers to connect with each other for various types of pet care services. Wag!’s software acts as an intermediary enabling Pet Owners to publish requests for specific services for their pets on the Platform (as defined below), and for Pet Care Providers to publish their service prices to Pet Owners, and find, select and complete the requests that interest them (the “*Services*”). The Wag! Platform further facilitates the provision and payment of the Services. Wag! is a referral platform; it does not provide pet care services of any kind.

Pet Care Provider is customarily engaged in an independent business, trade or occupation of providing pet care services, legally authorized to perform the services contemplated by this Agreement in the geographic location(s) in which Pet Care Provider operates.

By using the Wag! website, any Wag! mobile application, application programming interfaces, and other services offered by Wag! as well as services offered through third parties integrating Wag! functionality (collectively, the “*Platform*”), Pet Care Provider agrees to the Company’s Terms of Service available at <https://safety.wagwalking.com/terms> and Privacy Policy available at <https://safety.wagwalking.com/privacy>. PLEASE READ THEM CAREFULLY. In the event that any of the provisions in the Company’s Terms of Service or Privacy Policy conflict with the provisions of this Agreement, this Agreement shall control unless this Agreement expressly provides otherwise.

The Parties, intending to be legally bound, and in consideration of the mutual promises contained herein, agree as follows:

1. Purpose of This Agreement

(a.) This Agreement governs the relationship between Wag! and Pet Care Provider and establishes the Parties’ respective rights and obligations applicable to the Pet Care Opportunities (as defined below) made available to Pet Care Provider through the Platform. In exchange for the promises contained in this Agreement, Pet Care Provider shall have the contractual right and obligation to perform those Pet Care Opportunities that attach to Pet Care Provider (“*Pet Care Tasks*”, as defined below). However, except as expressly stated below in Section 13, “Termination”, nothing in this Agreement requires Pet Care Provider to perform any Services during the term of this Agreement, and nothing in this Agreement shall guarantee Pet Care Provider any particular volume of Pet Care Opportunities or Pet Care Tasks for any particular time period. The Parties agree to use the Platform in a manner consistent with the purpose of this Agreement.

(b.) Notwithstanding any other provision of this Agreement, once a Pet Care Opportunity attaches to Pet Care Provider, Pet Care Provider agrees that Pet Care Provider shall be contractually bound to complete the Pet Care Task for the Pet Owner in accordance with this Agreement and all specifications provided to Pet Care Provider by the respective Pet Owner.

(c.) Wag! reserves the right, from time to time, to modify any external documents referenced and incorporated into this Agreement, including but not limited to Wag!'s Terms of Service and Privacy Policy, and such modifications shall become effective upon posting. Continued use of the Wag! Platform after any such changes shall constitute Pet Care Provider's consent to such changes. Any changes to this Agreement will only be effective if made in writing and assented to by both Parties (including by electronic acceptance), as provided in Section 16(a). Pet Care Provider acknowledges and agrees that if Wag! modifies any provision of this Agreement, other than the Mutual Arbitration Provision herein, Pet Care Provider will not have a renewed opportunity to opt out of arbitration. Pet Care Provider further acknowledges and agrees that unless the Mutual Arbitration Provision herein is materially different from any prior arbitration provision with Wag! to which Pet Care Provider may be bound, Pet Care Provider's acceptance of this Agreement does not create a renewed opportunity to opt out of arbitration (if applicable).

2. Pet Care Provider Services

(a.) Pet Care Provider agrees and represents that Pet Care Provider is an independent business providing pet care services, separate and apart from the technology and referral services provided by Wag!, and that Pet Care Provider satisfies any and all legal requirements necessary to perform the Services contemplated by this Agreement. Pet Care Provider agrees and represents that Pet Care Provider is eighteen years old or over. Pet Care Provider agrees to perform all Pet Care Tasks in compliance with any and all applicable federal, state and local laws, rules and regulations, including but not limited to applicable safety laws, rules, and/or regulations. Pet Care Provider shall perform the Services in a professional manner, consistent with professional and industry standards.

(b.) Pet Care Provider agrees to ensure full performance of all Pet Care Tasks in a timely, effective, safe and lawful manner. Wag! shall have no right to, and shall not, either under this contract or in fact, supervise, direct or control Pet Care Provider, or control the manner or prescribe the method Pet Care Provider uses to perform Pet Care Tasks, and the general public and all governmental agencies regulating the activities contemplated by this Agreement shall be so informed. Pet Care Provider acknowledges that he/she/it shall provide the Services to the Pet Owner under his/her/its own name, not under Wag!'s name. Pet Care Provider shall be solely responsible for determining the most efficient, effective, satisfactory and safe manner to perform Pet Care Tasks, including determining the manner of pet care, routes taken, boarding practices, etc. Wag! shall have no right to and shall not under this Agreement require Pet Care Provider to wear or use any apparel, signage or identification containing the Wag! name or logo. Pet Care Provider is not required, as a condition of doing business with Wag! or entering into this Agreement, to purchase, lease or rent any products, equipment or services from Wag!.

(c.) Pet Care Provider agrees, for safety purposes, that Pet Care Provider will personally perform all Services. However, nothing in this Agreement prohibits Pet Care Provider, to the extent permitted by law and subject to the terms of this Agreement, from hiring, subcontracting or otherwise engaging any other person (a "**Subcontractor**") to assist Pet Care Provider with the performance of some or all of Pet Care Provider's performance of a Pet Care Task, provided any Subcontractor meets and accepts all the requirements and obligations of this Agreement applicable to Pet Care Provider, including but not limited to accepting the terms of a Pet Care Provider Platform Use Agreement with Wag! and completing the process to separately receive Pet Care Opportunities on the Wag! Platform. Pet Care Provider agrees to bear sole responsibility for the direction and control over any Subcontractor. Specifically, to the extent Pet Care Provider engages a Subcontractor: Pet Care Provider assumes full and sole responsibility for (1) the payment of all amounts due to the Subcontractor for work performed in relation to this Agreement, including all wages, benefits and expenses, if any, and (2) all required state and federal income tax withholdings, unemployment insurance contributions, and social security taxes as to Pet Care Provider and all Subcontractor(s) engaged by Pet Care Provider in the performance of the Pet Care Tasks under this Agreement. Wag! shall have no responsibility for any wages, benefits, expenses or other payments due Pet Care Provider's Subcontractor(s), nor for income tax withholding, social security, unemployment insurance contributions, or other payroll taxes relating to Pet Care Provider or any Subcontractor.

(d.) Neither Pet Care Provider nor any Subcontractor shall receive any wages, including vacation pay or holiday pay, from the Company, nor shall they participate in or receive any other benefits, if any, available to

Wag!'s employees. Unless mandated by law, the Company 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 Pet Care Provider or any Subcontractor.

(e.) The Parties acknowledge and agree that those provisions of this Agreement reserving ultimate authority in Company have been inserted solely to achieve compliance with federal, state or local laws, regulations, and interpretations thereof and/or to ensure the safety of the Platform for all users.

(f.) Pet Care Provider expressly acknowledges and agrees that as a separately established provider of pet care services, Pet Care Provider retains the right to perform services for others and shall hold himself/herself/itself out to the general public as a separately established provider of pet care services. Nothing in this Agreement shall prevent Pet Care Provider or Wag! from engaging in similar arrangements or business with others. Wag! neither has nor reserves the right to restrict Pet Care Provider at any time from performing pet care services for or with other entities or customers, even should such business directly compete with Wag!. Similarly, Pet Care Provider is not limited in any way from being actively logged onto online platforms other than the Wag! Platform while actively logged onto the Wag! Platform, subject only to the limitation that Pet Care Provider's use of other online platforms may not affect Pet Care Provider's ability to timely, effectively and safely complete any Pet Care Tasks.

(g.) Pet Care Provider agrees that to ensure the safety of the Wag! Platform, Wag! shall require that Pet Care Provider submit to and pass a background check with a third-party provider based on Pet Care Provider's own social security number before Pet Care Provider receives access to the Wag! Platform or is given continued access to the Platform. Additionally, Pet Care Provider agrees that, in accordance with applicable law, and at Wag!'s sole and reasonable discretion, periodically during the term of this Agreement Wag! may require that Pet Care Provider submit to and pass additional background check(s). Wag! agrees that any such check(s) may be conducted only with Pet Care Provider's consent (as applicable) and in accordance with applicable law. Wag! does not provide, and is not responsible or liable in any manner for, the background check(s), and Wag! does not endorse or make any representations or warranties regarding the reliability of such background checks or the accuracy, timeliness or completeness of any information in the background checks, nor does Wag! independently verify information in the background checks.

(h.) Pet Care Provider acknowledges that the Wag! Platform may include features that enable Pet Care Provider to initiate text messages, email messages or other communications to third parties, including in connection with inviting third parties to provide references for Pet Care Provider. Pet Care Provider agrees that it will not use such features to initiate communications to third parties unless it has obtained the applicable third party's prior express consent to receive such communications.

(i.) **Consent to Receive Calls, Text Messages, E-mail and Other Communications; Call Recording.** Pet Care Provider expressly consents to receive and accept communications from Company, its affiliates and their respective representatives, including via e-mail, telephone calls and text messages (including by an automatic telephone dialing system or a prerecorded voice), push notifications or other comparable means at any of the e-mail addresses and/or telephone numbers provided in this Agreement or otherwise provided by Pet Care Provider or on Pet Care Provider's behalf to Wag!. Pet Care Provider agrees that the foregoing authorized communications may (1) relate to Pet Care Opportunities and Tasks, the Services, the Platform, Pet Care Provider's application or user account or any other aspect of Pet Care Provider's relationship with Wag! or (2) be initiated for any transactional, customer service, advertising, marketing, promotional, debt collection, account administration or other purposes. PET CARE PROVIDER ACKNOWLEDGES THAT PET CARE PROVIDER IS NOT REQUIRED TO CONSENT TO RECEIVE PRERECORDED OR AUTODIALED PROMOTIONAL, ADVERTISING OR MARKETING (COLLECTIVELY "**MARKETING**") CALLS OR TEXT MESSAGES AS A CONDITION OF PURCHASING ANY PROPERTY, GOODS OR SERVICES. IF PET CARE PROVIDER WISHES TO OPT OUT OF MARKETING CALLS, EMAILS OR TEXT MESSAGES FROM WAG!, PET CARE PROVIDER AGREES TO OPT OUT BY FOLLOWING ANY UNSUBSCRIBE INSTRUCTIONS PROVIDED TO PET CARE PROVIDER IN THOSE COMMUNICATIONS OR BY CONTACTING CUSTOMER SUCCESS AT (855) 732-9513 OR WAGSUPPORT@WAGWALKING.COM. If you receive a marketing call from Wag!, you also may opt-out of receiving future marketing calls by communicating a do-not-

call request to our representative before you hang up. Pet Care Provider agrees that Company and its affiliates and representatives will not be responsible for honoring opt-out requests communicated through other channels. If you wish to establish a Pet Care Provider relationship with Wag! without agreeing to receive autodialed or prerecorded marketing calls or text messages from Wag! and our affiliates, contact a Customer Success representative for assistance at (855) 732-9513 or wagsupport@wagwalking.com. Standard data and text messaging charges applied by Pet Care Provider's cell phone carrier will apply to text messages Company may send. Pet Care Provider represents and warrants that the Pet Care Provider is authorized to approve the receipt of calls and text messages at any telephone number provided to Company by Pet Care Provider and to approve any related carrier charges. PLEASE BE ADVISED THAT IF PET CARE PROVIDER OPTS OUT OF MARKETING COMMUNICATIONS, WAG! MAY STILL SEND YOU COMMUNICATIONS ABOUT PET CARE PROVIDER'S ACCOUNT OR ANY TRANSACTIONS BETWEEN YOU, WAG! AND/OR PET OWNERS, INCLUDING PET CARE OPPORTUNITIES AND TASKS. PET CARE PROVIDER ACKNOWLEDGES THAT OPTING OUT OF RECEIVING TEXT MESSAGES OR OTHER COMMUNICATIONS MAY IMPACT YOUR USE OF THE PLATFORM. PET CARE PROVIDER ALSO CONSENTS TO THE RECORDING OR MONITORING OF ALL CALLS BETWEEN PET CARE PROVIDER AND WAG!, OUR AFFILIATES OR REPRESENTATIVES, OR OTHER PLATFORM USERS SUCH AS PET OWNERS WHEN MADE VIA THE PLATFORM.

3. Pet Care Opportunities and Tasks

(a.) From time to time, the Platform will publish to Pet Care Provider postings from Pet Owners seeking pet care services, including, but not limited to, walking, boarding, sitting, daycare, training or grooming (each, a "***Pet Care Opportunity***"). Each published Pet Care Opportunity will include the following information, if applicable: (1) the type of service sought and its approximate duration and (2) the date, approximate time, and approximate location of the Services sought.

(b.) Pet Care Provider will be solely responsible for determining the dates and times at which he/she/it will be available to perform Pet Care Opportunities and may request (or decline to request) Pet Care Opportunities available during those dates and times. Pet Care Provider will have no obligation to request any Pet Care Opportunity, nor will Wag! have any obligation to guarantee that any Pet Care Opportunity will attach to Pet Care Provider, such as when multiple Pet Care Providers have requested the same Pet Care Opportunity. Pet Care Provider may request multiple Pet Care Opportunities at once, including Pet Care Opportunities sought at the same date and time. However, due to feasibility, only one Pet Care Opportunity can attach to Pet Care Provider for any given date and time. The Platform will inform a requesting Pet Care Provider if and when the Pet Care Opportunity has attached to the Pet Care Provider. Pet Care Provider agrees that Wag! has discretion regarding which, if any, Pet Care Opportunities to publish to Pet Care Provider, just as Pet Care Provider has sole discretion to decide whether and to what extent Pet Care Provider will request any Pet Care Opportunity.

(c.) Once a Pet Care Opportunity attaches to Pet Care Provider (becoming a "***Pet Care Task***"), Pet Care Provider agrees to complete the Pet Care Task (1) under the terms sought by the Pet Owner and published to Pet Care Provider and (2) in accordance with the terms of this Agreement. Pet Care Provider authorizes Wag!, during the course of a Pet Care Task, to communicate with Pet Care Provider and/or Pet Owner, to the extent permitted by Pet Care Provider, in facilitating a Pet Care Task. However, under no circumstances shall Wag! be authorized to control the manner or means by which Pet Care Provider performs a Pet Care Task.

(d.) Pet Care Provider understands and agrees that the Pet Owner, not Wag!, determines the parameters of each Pet Care Opportunity posted on the Platform. Pet Care Provider understands and agrees that the parameters of each Pet Care Opportunity represent the end result desired, not the means by which Pet Care Provider is to accomplish the end result. Pet Care Provider further understands and agrees that Pet Care Provider and Pet Owner are free to negotiate the terms of any Pet Care Opportunity, and each party is free to decide whether or not to engage the other based on those terms. Pet Care Provider further understands and agrees that Pet Owner has the sole responsibility for providing and determining a star rating of Pet Care Provider for any completed Pet Care Task, and that Wag! does not determine star ratings. Pet Care Provider further understands

and agrees that Pet Owner can decide not to engage any particular Pet Care Provider, and that Pet Care Provider can choose not to view or request Pet Care Opportunities published by a particular Pet Owner.

(e.) If after requesting and receiving the Pet Care Opportunity, Pet Care Provider cannot perform the Services as described therein, including at the published date and time, Pet Care Provider will communicate with Pet Owner directly regarding a change in terms within a reasonable amount of time. Pet Care Provider understands that any such change in previously accepted terms is at the sole discretion of Pet Care Provider and Pet Owner, and that Pet Owner may choose to reflect any disagreement over a change in terms in Pet Care Provider's star rating.

(f.) Pet Care Provider acknowledges that Wag! is in the business of connecting Pet Care Providers and Pet Owners, and that said business is how Wag! earns its income. As a result, Pet Care Provider agrees that if Pet Care Provider chooses to provide off-Platform pet care services to a Pet Owner whom Pet Care Provider was first referred to and/or learned about through the Wag! Platform, Wag! is entitled to charge both the Pet Owner and the Pet Care Provider a referral fee. This referral fee will be charged once per specific Pet Care Provider/Pet Owner services relationship utilized outside of the process provided for within the Platform. Pet Care Provider's referral fee will be \$500. Pet Care Provider will first be notified in writing of Pet Care Provider's obligation to pay the referral fee. Thereafter, Pet Care Provider agrees that the referral fee will be automatically subtracted from any pet care fees owed to Pet Care Provider through the Platform, prior to transmission into Pet Care Provider's account, until fully paid.

(g.) Pet Care Provider agrees that in the event Pet Care Provider fails to fully perform any Pet Care Task (a "**Service Failure**"), Wag! and/or Pet Owner reserve the right to recover any costs incurred or fees related to such Service Failure that results from Pet Care Provider's action or omission, including by subtracting the amount from any pet care fees owed to Pet Care Provider. If Pet Care Provider provided inaccurate, fraudulent, outdated or incomplete information regarding a payment account or Pet Care Provider's account is subject to fraud or any illegal activity, Wag! and/or Pet Owner may also recover such costs or fees in the same manner. Pet Care Provider will be notified in writing of any recovery. If Pet Care Provider disputes responsibility for a Service Failure, Pet Care Provider agrees that the dispute shall be resolved pursuant to the "Payment Disputes" provision in Section 5 below.

4. Pet Care Fees

(a.) Unless notified in writing by Wag! or as otherwise provided herein, Pet Care Provider will receive payment from Pet Owner per completed Pet Care Task in the amount published at the time the Pet Care Opportunity attaches to Pet Care Provider. The published amount that the Pet Owner sees and pays is based on the price the Pet Care Provider sets for the applicable pet care service (as agreed by the Pet Owner) and may also include, but is not limited to, other applicable taxes, Wag! Platform usage fees (which includes, among other things, Platform-related services that Wag! provides), or other fees. Pet Care Provider acknowledges and understands that the Pet Care Provider may, in his/her/its sole discretion, set, change, or modify the price Pet Care Provider charges for certain pet care services on the Platform from time to time, and that Wag!, or a third-party payment processor, will facilitate the payment from Pet Owner to Pet Care Provider. Each Pet Care Opportunity and resulting Pet Care Task creates an independent contractual right between Wag!, Pet Owner and Pet Care Provider. Pet Owners have the option to pay a gratuity to the Pet Care Provider through the Platform; should a Pet Owner choose this option, one hundred percent (100%) of the gratuity will be paid to the Pet Care Provider. The compensation published for any given Pet Care Opportunity is independent of any other Pet Care Opportunity, regardless of similarities in the type of Services requested, Pet Owner, date, time, location, etc. Wag! agrees to transmit payment for a Pet Care Task successfully completed by Pet Care Provider to Pet Care Provider via direct deposit payment no later than fourteen (14) days after completion.

(b.) Pet Care Provider acknowledges and understands that because he/she/it has the right to set his/her/its own price for the pet care services Pet Care Provider provides on the Platform, (1) Wag! cannot guarantee any volume of Pet Care Opportunities that attach to Pet Care Provider and (2) that such volume is based on Pet Owners' requests for his/her/its pet care services, which may be affected by a variety of factors in such Pet Owners' sole discretion, including but not limited to, the market in which he/she/it operates, the date

and time for the pet care services, prices he/she/it sets for pet care services, his/her/its star ratings and Pet Owner reviews. Nothing in this Agreement prevents the Pet Care Provider and Pet Owner from negotiating the price the Pet Care Provider charges for the applicable pet care service, and Pet Care Provider is free to set, modify or change the prices he/she/it charges for pet care services at any time, or to request or ignore any Pet Care Opportunities, as a means of determining the rate at which Pet Care Provider's pet care services are performed. Wag! will not, and has no right to, alter or change the price the Pet Care Provider sets for the applicable pet care service.

(c.) From time to time, Wag! may, in its sole and reasonable discretion, make available certain offers and rewards to Pet Care Providers for advertising and/or otherwise promoting the Platform or Pet Care Opportunities ("**Promotions**"). Such Promotions will be provided to Pet Care Providers via the Wag! Platform, by email or otherwise made available electronically by Company. Each Promotion is a limited time offer and is valid only for the time and purpose and under the terms and conditions specified therein, which may include eligibility, time and location requirements. Pet Care Provider agrees not to abuse or manipulate Promotions. Pet Care Provider understands that any abuse or manipulation constitutes a material breach of this Agreement and may lead to deactivation, and that Pet Care Provider forfeits any payments. Wag! may modify or disable Promotions prior to acceptance at any time for any reason or no reason.

(d.) If Pet Care Provider elects to receive payments through the Instant Pay feature (which Wag! may offer to Pet Care Provider in its sole discretion), Pet Care Provider acknowledges that he/she/it will be charged a fee for this Instant Pay service. Pet Care Provider understands that (i) his/her/its financial institution may not support Instant Pay, (ii) Wag! and its third-party payment processor make no guarantee concerning how quickly Instant Pay payments will settle with his/her/its account, and (iii) not all payments through the Platform may be eligible for Instant Pay.

5. Payment Disputes

(a.) Pet Care Provider's Failure: In the event there is a Service Failure, Pet Care Provider agrees that Pet Care Provider may forfeit all or a portion of the payment as described in Section 3(g) above (depending on the extent to which the Service Failure results from Pet Care Provider's action or omission). Any reduction of payment shall be based upon proof provided by the Pet Owner, Pet Care Provider, and/or any other party with information relevant to the dispute. Wag! shall make the initial determination as to what percentage of fault Pet Care Provider bears (and, therefore, what percentage of fees offered for the Pet Care Task Pet Care Provider shall forfeit). Pet Care Provider shall have the right to challenge Wag!'s determination as described in the provisions set forth in Section 10 below.

(b.) Wag!'s Failure: In the event Wag! fails to remit payment in a timely or accurate manner, Pet Care Provider shall have the right to seek proper payment by any legal means contemplated by this Agreement; provided, however, Pet Care Provider first informs Wag! in writing of the failure and provides Wag! a reasonable opportunity to cure.

6. Pet Care Provider's Equipment, Insurance, Licenses and Expenses

(a.) Pet Care Provider certifies that, as applicable, Pet Care Provider has all equipment, including transportation vehicles (collectively "**Equipment**"), necessary to perform Pet Care Tasks. Pet Care Provider is solely responsible for ensuring that any equipment conforms to all laws pertaining to safety, equipment, inspection and operational capability. In addition, Pet Care Provider agrees that all Equipment will be free of health hazards, including but not limited to odors, toxins, chemicals, waste or debris as required by law. If Pet Care Provider is transporting pets in a vehicle, Pet Care Provider agrees that Pet Care Provider and Pet Care Provider's vehicle has appropriate levels of liability insurance at or in excess of statutory minimums of Pet Care Provider's state of operation. Pet Care Provider is responsible for all costs, tools, supplies and expenses arising from Pet Care Provider's performance of Pet Care Tasks, including, but not limited to, food, treats, toys, grooming materials, and any other costs related to the operation of Pet Care Provider's Equipment, and/or the provision of Pet Care Tasks pursuant to this Agreement. Except as otherwise required by law, Pet Care Provider assumes all risk of damage or loss to Pet Care Provider's Equipment.

(b.) If any license, registration, certificate, bond, insurance, or permit is required for the proper and lawful conduct of Pet Care Provider's business or provision of the Services, or if a failure to procure such a license, registration, certificate, bond, insurance, or permit might or would in any way affect the operations of Company, then Pet Care Provider shall, before any Services are performed, duly procure and thereafter maintain such license, registration, certificate, bond, insurance, or permit and submit evidence of the same to inspection by Company upon reasonable request. Pet Care Provider, at its/his/her sole cost and expense, shall at all times hold and comply with the requirements of each such license, certificate, bond, insurance or permit.

7. Relationship of Parties

(a.) The Parties acknowledge and agree that this Agreement is between independent businesses that are separately owned and operated. The Parties do not intend this Agreement to create the relationship of employer and employee between each other nor with any Pet Owner. The Parties are not employees, agents, joint venturers, or partners of each other for any purpose. Neither party shall have the right to bind the other by contract (or otherwise) except as specifically provided in this Agreement. (b.) For a Pet Care Provider who earns the minimum income established by the Internal Revenue Service, Wag! shall report all payments made to Pet Care Provider on a calendar year basis by issuing an applicable IRS Form 1099. Pet Care Provider agrees that Wag! may fulfill any tax-related obligations, including but not limited to, providing 1099 Forms, through any means, including by electronic transmission to the email address associated with Pet Care Provider's account, as provided by Pet Care Provider. Pet Care Provider acknowledges that Wag! may (1) receive personal information pertaining to Pet Care Provider, such as name, earnings data, and last 4 digits of Pet Care Provider's Social Security number, from Wag!'s third-party payment processor in connection with Wag!'s tax-related and other financial recordkeeping obligations and (2) obtain necessary access and perform necessary activity on Pet Care Provider's third-party payment processor account.

(b.) Pet Care Provider acknowledges and agrees, and it is the intent of the Parties, that Pet Care Provider is not eligible for, and shall not participate in, any Company benefits, such as stock awards, pension, health, insurance, or other fringe benefit plans. If Pet Care Provider or any of its employees, agents, representatives or advisors is reclassified by a state or federal agency or court as an employee of Wag! for tax or other purposes, Pet Care Provider will be deemed a non-benefit employee and will receive no benefits from the Company, except those mandated by state or federal law (as applicable), even if by the terms of the benefit plans or programs of the Company in effect at the time of such reclassification Pet Care Provider or such other person would otherwise be eligible for such benefits.

8. Confidentiality

(a.) Pet Care Provider acknowledges and agrees that in the performance of this Agreement Pet Care Provider may have direct or indirect access or exposure to Wag!'s confidential information ("**Confidential Information**"). Confidential Information includes Wag!'s data, user information, information about any Pet Owner, its pet or home access information, transaction volume, marketing and business plans, and business, financial, technical, operational and such other nonpublic information (whether disclosed in writing or verbally) that Wag! designates as being proprietary or confidential or that a reasonable person should reasonably know to treat as confidential. Pet Care Provider acknowledges and agrees that: (1) all Confidential Information shall remain the exclusive property of Wag!; (2) Pet Care Provider shall not use Confidential Information for any purpose except to complete a Pet Care Task; (3) Pet Care Provider shall not disclose Confidential Information to any third party; and (4) Pet Care Provider shall not keep Confidential Information and shall return or destroy (with confirmation of destruction) all Confidential Information upon the termination of this Agreement or at the request of Wag!. Notwithstanding the foregoing, Confidential Information shall not include any information to the extent it: (1) is or becomes part of the public domain through no action or omission of Pet Care Provider; (2) was possessed by Pet Care Provider prior to the date of this Agreement without an obligation of confidentiality; or (3) is disclosed to Pet Care Provider by a third party having no obligation of confidentiality with respect thereto.

9. Indemnity

(a.) Pet Care Provider agrees to protect, indemnify, hold harmless, and defend Company, its subsidiaries, affiliates and related companies, and their respective principals, members, shareholders, officers, directors, employees, representatives, managers, attorneys, advisors, and agents to the fullest extent allowed by law or in equity (1) from and against any and all claims, causes of action, suits, proceedings, actions, damages (whether compensatory, exemplary or punitive), losses, injuries, alleged violations, penalties, costs, fees, taxes, interest, and expenses (including, without limitation, reasonable attorney's fees and costs of litigation) in any manner resulting from or arising directly or indirectly from or out of, or in connection with, the acts or omissions of Pet Care Provider or Subcontractor under this Agreement, including but not limited to breach of this Agreement, (2) for any obligation(s) imposed on Pet Care Provider by law on Company to pay any taxes, social security, workers' compensation insurance, unemployment, disability insurance, or similar items (including fees, penalties, etc.) in connection with any payments made to or income received by Pet Care Provider under this Agreement, and (3) from all costs of Pet Care Provider's business, including, but not limited to, the expense and responsibility for any and all applicable insurance, local, state, and/or federal licenses, permits, taxes, and assessments of any and all regulatory agencies, boards or municipalities. Pet Care Provider's agreement to protect, indemnify, hold harmless and defend as set forth in this Section shall not be negated or reduced by virtue of Pet Care Provider's insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim and/or refusal to defend Pet Care Provider or Company.

10. Mutual Arbitration Provision

(a.) Pet Care Provider and Wag! agree to this Mutual Arbitration Provision, which is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16) ("*FAA*") and shall apply to any and all claims arising out of or relating to this Agreement, Pet Care Provider's classification as an independent contractor, Pet Care Provider's provision of Services to Pet Owners via the Platform, the payments received by Pet Care Provider for providing Services, the termination of this Agreement, Pet Care Provider's receipt of communications (including without limitation, calls and text messages) from Wag!, Pet Care Provider's application to become a Pet Care Provider with Wag!, and all other aspects of Pet Care Provider's relationship with Wag!, past, present or future, whether arising under federal, state or local statutory and/or common law, including, without limitation, harassment, discrimination or retaliation claims and claims arising under or related to the Civil Rights Act of 1964 (or its state or local equivalents), Americans With Disabilities Act (or its state or local equivalents), Age Discrimination in Employment Act (or its state or local equivalents), Family Medical Leave Act (or its state or local equivalents), Fair Credit Reporting Act (or its state or local equivalents), Telephone Consumer Protection Act (or its state or local equivalents), or Fair Labor Standards Act (or its state or local equivalents), state and local wage and hour laws, state and local statutes or regulations addressing the same or similar subject matters, and all other federal, state or local claims arising out of or relating to Pet Care Provider's relationship or the termination of that relationship with Wag!. The Parties expressly agree that this Mutual Arbitration Provision shall be governed by the FAA even in the event Pet Care Provider and/or Wag! are otherwise exempted from the FAA. Any disputes 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 the Pet Care Provider operates shall apply. The Parties acknowledge and agree to waive the right to a trial by jury for any claim(s) within the scope of this Mutual Arbitration Provision.

(b.) Only an arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, scope, enforceability, or formation of this Mutual Arbitration Provision. However, as stated in Paragraphs (d) and (e) below, the preceding sentence shall not apply to the Arbitration Class Action Waiver and Arbitration Representative Action Waiver. Specifically, but without limitation, only an arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any disputes or controversies regarding or arising out of the applicability of the Terms of Service, the Pet Care Provider Platform Use Agreement, and/or any other concurrent agreement, to any particular claim or dispute, consistent with the AAA's Commercial Arbitration Rule R-7 or the ADR Services Arbitration Rule 8.

(c.) Prior to initiating arbitration, Pet Care Provider and Wag! mutually agree to first engage in an

informal, good-faith effort to negotiate an amicable resolution to any disputes or claims. This effort must be conducted directly between the parties, via telephone, video conference, or similar medium. If either Party is represented by counsel, that Party's counsel may participate in the process, but the Party also must appear at and fully participate. The Party initiating the claim must give notice to the other Party in writing of their intent to initiate an informal dispute resolution process, which shall occur within 60 days after the other Party receives such notice, unless the Parties mutually agree to an extension. Nothing in either this Mutual Arbitration Provision specifically or this Agreement generally shall prohibit the Parties from engaging in informal communications to resolve the initiating Party's claims. Engaging in this informal dispute resolution process is a condition precedent that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the Parties engage in the required informal dispute resolution process. If either Party still wishes to initiate arbitration after completing the informal process, the initiating Party must notify the other Party in writing via certified mail, return receipt requested, or hand delivery within the applicable statute of limitations period. This demand for arbitration must include (1) the name and address of the Party seeking arbitration, (2) a statement of the legal and factual basis of the claim, and (3) a description of the remedy sought. Any demand for arbitration by Pet Care Provider must be delivered to General Counsel, 100 View Street, Suite 112, Mountain View, CA 94041.

(d.) **Arbitration Class Action Waiver:** Pet Care Provider and Wag! mutually agree that by entering into this agreement to arbitrate, both waive their right to have any dispute or claim brought, heard or arbitrated as, or to participate in, a class action and/or collective action and an arbitrator shall not have any authority to hear or arbitrate any class and/or collective claims, or to award relief to anyone but the individual in arbitration ("**Arbitration Class Action Waiver**"). In any case in which (1) the dispute is filed as a class or collective action and (2) there is a final judicial determination that all or part of the Arbitration Class Action Waiver is unenforceable, the class and/or collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Arbitration Class Action Waiver that is enforceable shall be enforced in arbitration. Notwithstanding any other clause contained in this Agreement or the AAA Rules, as defined below, any claim that all or part of this Arbitration Class Action Waiver is unenforceable, unconscionable, void or voidable must be determined by a court of competent jurisdiction and not by an arbitrator. All other disputes with respect to whether this Mutual Arbitration Provision is unenforceable, unconscionable, applicable, valid, void or voidable shall be determined exclusively by an arbitrator, and not by any court.

(e.) **Arbitration Representative Action Waiver:** Pet Care Provider and Wag! mutually agree that by entering into this agreement to arbitrate, both waive their right to have any dispute or claim brought, heard or arbitrated as, or to participate in, a representative action—including but not limited to actions brought pursuant to the Private Attorneys General Act ("**PAGA**"), California Labor Code section 2698 et seq., and any request seeking a public injunction—and an arbitrator shall not have any authority to hear or arbitrate any representative claims, or to award relief to anyone but the individual in arbitration ("**Arbitration Representative Action Waiver**"). In any case in which (1) the dispute is filed as a representative action and (2) there is a final judicial determination that all or part of the Arbitration Representative Action Waiver is unenforceable, the representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Arbitration Representative Action Waiver that is enforceable shall be enforced in arbitration. Notwithstanding any other clause contained in this Agreement, the AAA Rules, or the ADR Services Rules, as defined below, any claim that all or part of this Arbitration Representative Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. All other disputes with respect to whether this Mutual Arbitration Provision is unenforceable, unconscionable, applicable, valid, void or voidable shall be determined exclusively by an arbitrator, and not by any court.

(f.) Pet Care Provider agrees and acknowledges that entering into this Mutual Arbitration Provision does not change Pet Care Provider's status as an independent contractor in fact and in law, that Pet Care Provider is not an employee of Wag! or Pet Owners and that any disputes in this regard shall be subject to arbitration as provided in this Mutual Arbitration Provision.

(g.) If you are not a California resident, any arbitration shall be governed by the American Arbitration Association Commercial Arbitration Rules ("**AAA Rules**"). The AAA Rules may be found at www.adr.org or

by searching for “AAA Commercial Arbitration Rules” using a service such as www.google.com or by asking Wag!’s General Counsel to provide a copy. In the event of any conflict between the AAA Rules and this Mutual Arbitration Provision, this Mutual Arbitration Provision shall apply. The exceptions to the AAA Rules will be as follows: (i) The arbitration shall be heard by one arbitrator selected in accordance with the AAA Rules. The Arbitrator shall be an attorney or retired judge with experience in the law underlying the dispute. (ii) If the Parties cannot otherwise agree on a location for the arbitration, the arbitration shall take place within 45 miles of Pet Care Provider's residence as of the effective date of this Agreement. (iii) In the event that Wag! and Pet Care Provider have agreed to this Mutual Arbitration Provision, Wag! and Pet Care Provider shall equally share the responsibility to pay filing fees, except that the amount of Pet Care Provider’s share of the filing fee shall not exceed the amount that would be paid for Pet Care Provider to initiate the claim in a court of competent jurisdiction in the state of Pet Care Provider’s residence. Wag! and Pet Care Provider shall equally share the responsibility to pay administrative fees and other similar and usual administrative costs, as are common to both court and arbitration proceedings, unless applicable law provides otherwise, in which case Pet Care Provider shall only be responsible for administrative fees and costs to the maximum extent permitted by law. Wag! shall pay any costs uniquely associated with arbitration, such as payment of the Arbitrator’s fees. Wag! shall pay any room rental costs, if necessary. Pet Care Provider shall not be required to bear any type of expense that Pet Care Provider would not be required to bear if Pet Care Provider had pursued the claim in court. The Parties shall each pay their own attorneys’ fees, except that the Arbitrator may award reasonable attorneys’ fees to the prevailing party to the extent required by law. (iv) The Arbitrator may issue orders (including subpoenas to third parties) allowing the Parties to conduct discovery sufficient to allow each Party to prepare that Party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes. If a claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents the Parties submit to the arbitrator, unless the arbitrator determines that a hearing is necessary. If a claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. (v) Except as provided in the Arbitration Class Action Waiver and Arbitration Representative Action Waiver, the Arbitrator may award all remedies to which a Party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The Arbitrator may only award injunctive relief in favor of the individual party seeking such relief, and only to the extent necessary to provide relief warranted by the individual party’s claim. The Arbitrator may not award relief on collective, class, or representative basis. The Arbitrator shall not consolidate multiple claims or otherwise engage in class, collective, or representative arbitration. The Arbitrator shall apply the state or federal substantive law, or both, as is applicable. (vi) The Arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedure governing such motions. (vii) The Arbitrator's decision or award shall be in writing with findings of fact and conclusions of law. (viii) The Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information. Subject to the discretion of the Arbitrator or agreement of the Parties, any person having a direct interest in the arbitration may attend the arbitration hearing. The Arbitrator may exclude any non-party from any part of the hearing. (ix) Either Pet Care Provider or Wag! may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the Mutual Arbitration Provision may be rendered ineffectual.

(h.) If you are a California resident, any arbitration shall be governed by ADR Services, Inc. (“**ADR Services**”) under its Arbitration Rules (the “**ADR Services Rules**”) in effect at the time the arbitration demand is made. The ADR Services Rules are available at: <https://www.adrservices.com/services/arbitration-rules/>, or by searching for “ADR Services Arbitration Rules” using a service such as www.google.com or by asking Wag!’s General Counsel to provide a copy. In the event of any conflict between the ADR Services Rules and this Mutual Arbitration Provision, this Mutual Arbitration Provision shall apply. The exceptions to the ADR Services Rules will be as follows: (i) The arbitration shall be heard by one arbitrator selected in accordance with the ADR Services Rules. (ii) If the Parties cannot otherwise agree on a location for the arbitration, the arbitration shall take place within the California county of Pet Care Provider's residence. (iii) In the event that Wag! and Pet Care Provider have agreed to this Mutual Arbitration Provision, Wag! and Pet Care Provider shall equally share the responsibility to pay filing fees, except that the amount of Pet Care Provider’s share of the filing fee shall not exceed the amount that would be paid for Pet Care Provider to initiate the claim in a court of competent jurisdiction in California. Wag! and Pet Care Provider shall equally share the responsibility to pay administrative fees and other similar and usual administrative costs, as are common to both court and arbitration proceedings,

unless applicable law provides otherwise, in which case Pet Care Provider shall only be responsible for administrative fees and costs to the maximum extent permitted by law. Wag! shall pay any costs uniquely associated with arbitration, such as payment of the Arbitrator's fees. Wag! shall pay any room rental costs, if necessary. Pet Care Provider shall not be required to bear any type of expense that Pet Care Provider would not be required to bear if Pet Care Provider had pursued the claim in court. The Parties shall each pay their own attorneys' fees, except that the Arbitrator may award reasonable attorneys' fees to the prevailing party to the extent required by law. (iv) The Arbitrator may issue orders (including subpoenas to third parties) allowing the Parties to conduct discovery sufficient to allow each Party to prepare that Party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes. If a claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents the Parties submit to the arbitrator, unless the arbitrator determines that a hearing is necessary. If a claim exceeds \$10,000, the right to a hearing will be determined by the Arbitrator in accordance with the ADR Services Rules. (v) Except as provided in the Arbitration Class Action Waiver and Arbitration Representative Action Waiver, the Arbitrator may award all remedies to which a Party is entitled under applicable law and which would otherwise be available in a court of law, but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The Arbitrator may only award injunctive relief in favor of the individual party seeking such relief, and only to the extent necessary to provide relief warranted by the individual party's claim. The Arbitrator may not award relief on collective, class, or representative basis. The Arbitrator shall not consolidate multiple claims or otherwise engage in class, collective, or representative arbitration. The Arbitrator shall apply the state or federal substantive law, or both, as is applicable. (vi) The Arbitrator may hear motions to dismiss and/or motions for summary judgment and will apply the standards of the Federal Rules of Civil Procedure governing such motions. (vii) The Arbitrator's decision or award shall be in writing with findings of fact and conclusions of law. (viii) The Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information. Subject to the discretion of the Arbitrator or agreement of the Parties, any person having a direct interest in the arbitration may attend the arbitration hearing. The Arbitrator may exclude any non-party from any part of the hearing. (ix) Either Pet Care Provider or Wag! may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the Mutual Arbitration Provision may be rendered ineffectual.

(i.) Nothing in this Mutual Arbitration Provision prevents Pet Care Provider from making a report to or filing a claim or charge with the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Nothing in this Mutual Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Mutual Arbitration Provision. This Mutual Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Mutual Arbitration Provision. Nothing in this Mutual Arbitration Provision prevents or excuses a Party from satisfying any conditions precedent and/or exhausting any required administrative remedies under applicable law before bringing a claim in arbitration. Wag! will not retaliate against Pet Care Provider for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act. Disputes between the Parties that may not be subject to predispute arbitration agreement, including as provided by an Act of Congress or lawful, enforceable Executive Order, are excluded from the coverage of this Mutual Arbitration Provision.

(j.) **Pending Litigation Exclusion:** This Mutual Arbitration Provision, including the Arbitration Class Action Waiver and Arbitration Representative Action Waiver, does not apply to litigation pending in a state or federal court or arbitration as of the date of Pet Care Provider's acceptance of this Agreement. Rather, any prior arbitration agreement between Wag! and Pet Care Provider that would otherwise cover the claims in any such pending litigation will remain in full force and effect as to any such litigation, including without limitation any class, collective and/or representative action waiver contained therein.

(k.) **Pet Care Provider's Right to Opt Out of Arbitration Provision:** **Arbitration is not a mandatory condition of Pet Care Provider's contractual relationship with Wag!, and therefore Pet Care Provider may submit a statement notifying Wag! that Pet Care Provider wishes to opt out and not be subject to this MUTUAL ARBITRATION PROVISION.** In order to opt out, Pet Care Provider must notify

Wag! in writing of Pet Care Provider's intention to opt out by sending an email to Wag! at optout@wagwalking.com. The email must state Pet Care Provider's intention to opt out. In order to be effective, Pet Care Provider's opt out email must be sent within 30 days of the effective date of this Agreement. The email must be sent by Pet Care Provider himself/herself/itself, and not by any agent or representative of Pet Care Provider. The email may opt out, at most, only one Pet Care Provider, and emails that purport to opt out multiple Pet Care Providers will not be effective as to any. No Pet Care Provider (or his, her, or its agent or representative) may effectuate an opt out on behalf of other Pet Care Providers. If Pet Care Provider opts out as provided in this paragraph, Pet Care Provider will not be subject to any adverse action from Wag! as a consequence of that decision, and he/she/it may pursue available legal remedies without regard to this Mutual Arbitration Provision. A timely opt out of the Mutual Arbitration Provision in this Agreement will also apply to the Arbitration Agreement in the Terms of Service, provided that the opt out would be timely under the terms of the Terms of Service as well. If Pet Care Provider does not opt out within 30 days of the effective date of this Agreement, Pet Care Provider and Wag! shall be deemed to have agreed to this Mutual Arbitration Provision. Pet Care Provider has the right to consult with counsel of Pet Care Provider's choice concerning this Mutual Arbitration Provision (or any other provision of this Agreement).

(l.) This Mutual Arbitration Provision is the full and complete agreement relating to the formal resolution of disputes covered by this Mutual Arbitration Provision. In the event any portion of this Mutual Arbitration Provision is deemed unenforceable, the remainder of this Mutual Arbitration Provision will be enforceable. The award issued by the Arbitrator may be entered in any court of competent jurisdiction.

(m.) Notwithstanding any provision in this Agreement to the contrary, Pet Care Provider agrees that if Wag! makes any future material change to this Mutual Arbitration Provision, you may reject that change within thirty (30) days of such change becoming effective by emailing Wag! a notice of your rejection to optout@wagwalking.com. Your rejection of any such changes shall not affect the enforceability of any prior version of this Mutual Arbitration Provision, or of any other agreement to arbitrate, that you previously entered into with Wag!.

11. Litigation Class Action Waiver

(a.) To the extent allowed by applicable law, separate and apart from the Mutual Arbitration Provision found in Section 10, Pet Care Provider agrees that any proceeding to litigate in court any dispute arising out of or relating to this Agreement, whether because Pet Care Provider opted out of the Mutual Arbitration Provision or any other reason, will be conducted solely on an individual basis, and Pet Care Provider agrees not to seek to have any controversy, claim or dispute heard as a class and/or collective action (“**Litigation Class Action Waiver**”). Pet Care Provider 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.

12. Litigation Representative Action Waiver

(a.) To the extent allowed by applicable law, separate and apart from the Mutual Arbitration Provision found in Section 10, Pet Care Provider agrees that any proceeding to litigate in court any dispute arising out of or relating to this Agreement, whether because Pet Care Provider opted out of the Mutual Arbitration Provision or any other reason, will be conducted solely on an individual basis, and Pet Care Provider agrees not to seek to have any controversy, claim or dispute heard as a representative action or in any proceeding in which Pet Care Provider acts or proposes to act in a representative capacity for anyone besides Pet Care Provider (“**Litigation Representative Action Waiver**”). Pet Care Provider 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 Representative Action Waiver is unenforceable, unconscionable, void or voidable, the remainder of this Agreement shall remain in full force and effect.

13. Termination

(a.) This Agreement shall remain in full force and effect from the date it is accepted by Pet Care Provider and may not be terminated without penalty except in the following limited circumstances:

- i. Upon the mutual written consent of the Parties hereto (with electronic communication satisfying this requirement), with the mutually agreed-upon termination date stated in the written notice.
- ii. By Pet Care Provider, at any time without cause upon written notice provided to wagsupport@wagwalking.com.
- iii. If either Party breaches a material provision of this Agreement, the other Party may terminate this Agreement immediately upon written notice to the other Party (with electronic communication satisfying this requirement). In the event Pet Care Provider materially breached this Agreement, Wag! may deactivate Pet Care Provider's account after providing written notice under this paragraph.
- iv. By Wag! upon fourteen (14) days' written notice to Pet Care Provider, in the event of a material change in the business of Wag!, including an anticipated change in control or cessation of its operations in Pet Care Provider's market.

(b.) The following acts and/or occurrences shall constitute a material breach of this Agreement:

- i. Failure by Wag! to remit to Pet Care Provider all pet care fees for completed Pet Care Tasks within thirty (30) days of Pet Owner's payment.
- ii. Failure by Pet Care Provider to maintain the minimum Pet Owner star rating applicable in Pet Care Provider's market. A Pet Care Provider's rating is based on an average of the total number of Services for which Pet Care Provider has been rated. Pet Care Providers can see their current star rating in their Profile tab of the Platform. Wag! will publish the minimum star rating for Pet Care Provider's market on the Platform.
- iii. Failure by Pet Care Provider to maintain the maximum cancellation/no show rate applicable in Pet Care Provider's market. A cancellation/no show occurs when a Pet Care Provider cancels prior to completion, or does not show up for, a Pet Care Task. A Pet Care Provider's cancellation/no show rate is based on an average of the total number of Pet Care Tasks the Pet Care Provider cancelled or did not show up for. Wag! will publish the maximum cancellation/no show rate for Pet Care Provider's market on the Platform. Wag! will alert you if your cancellation/no show rate is approaching the maximum or if you are consistently canceling or not showing up more often than other Pet Care Providers in your market.
- iv. Failure by Pet Care Provider to maintain all licenses, permits, authorities, insurance, registrations and/or other prerequisites to operate that are required by law and/or this Agreement.
- v. Any act by a Party that causes the other Party to violate its obligations under any applicable state, federal or local law.

- vi. Documented complaint by a Pet Owner, employee of Wag! or third party witness that Pet Care Provider has engaged in conduct that a reasonable person would find dangerous, unsafe, physically threatening, violent, abusive, highly offensive, discriminatory, or harassing to or toward a Pet Owner, pet, Wag! employees, and/or third parties.
- vii. Documented unlawful, illegal or destructive acts, including but not limited to fraud, significant misrepresentation, or theft, by Pet Care Provider.
- viii. Completing Pet Care Tasks while impaired or under the influence of any drug or alcohol.

(c.) If Wag! learns of a material breach, Company may contact Pet Care Provider so the Company can investigate. Depending on the nature of the alleged breach, the Company may put a hold on Pet Care Provider's account during the investigation.

(d.) Any dispute by either Party with respect to termination of this Agreement shall be subject to this Agreement's Mutual Arbitration Provision as described in Section 10.

14. Intellectual Property Rights

(a.) The Platform allows Pet Care Provider to upload, submit, store, send, or receive data, information, and content to the Platform, including without limitation, photographs (whether of pets, Pet Care Providers or otherwise), video content, comments, biographies, descriptions, and blog posts ("**PCP Content**"). Pet Care Provider retains ownership of any intellectual property rights that Pet Care Provider holds in the PCP Content. Pet Care Provider grants to Company a non-exclusive, perpetual, world-wide, royalty-free, irrevocable license (with the right to sublicense to third parties, including Pet Owners) to use any PCP Content that Pet Care Provider uses in rendering the Services, uploads to or stores on the Platform, or that Pet Care Provider incorporates into any work produced in rendering the Services, including but not limited to, any inventions, discoveries, innovations, or works of authorship that were conceived and owned by Pet Care Provider prior to the term of this Agreement, for any purpose, including reproductions and derivative works thereof, which may include advertising, promotions, marketing, and packaging for any product or service. Pet Care Provider warrants and agrees that: (1) any PCP Content is original and Pet Care Provider's sole creation; (2) Pet Care Provider owns or otherwise controls all rights in the PCP Content that Pet Care Provider delivers to the Company; (3) no material of third parties was used by Pet Care Provider in the creation of the PCP Content unless necessary written permissions were obtained by the third parties and disclosed to the Company in advance of the material's use, upload or storage; and (4) Pet Care Provider shall not otherwise use any intellectual property in the provision of the Services to which the Pet Care Provider does not have full and free right to use.

(b.) Furthermore, Company reserves the right to use, share and display Pet Care Provider and Pet Owner ratings and comments and Pet Care Provider's profile, description, videos and photographs in any manner in connection with the business of Company without attribution to you or your approval. Pet Care Provider acknowledges and agrees that Company is a distributor (without any obligation to verify) and not publisher of Pet Care Provider and Pet Owner ratings and comments and Pet Care Provider's profile, description, videos and photographs, provided that Company reserves the right to edit or remove comments or descriptions in the event that such comments or descriptions include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws or Company's content policies.

(c.) Other than PCP Content, Company owns or licenses all right, title and interest in and to (1) the Platform, including all software, text, media, and other content available on the Platform ("**Company Content**"); and (2) Wag! trademarks, logos, and brand elements ("**Marks**"). The Platform, the Company Content and Marks are all protected under U.S. and international laws. The look and feel of the Platform are copyright © Wag! Labs, Inc. All rights reserved. Pet Care Provider may not duplicate, copy or reuse any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from Company.

15. Third Party Beneficiaries

(a.) Pet Owners to whom Pet Care Provider provides any Services are third-party beneficiaries of this Agreement. Pet Owners will have the right to enforce this Agreement as a third-party beneficiary hereof, including without limitation the Mutual Arbitration Provision.

16. Miscellaneous

(a.) Governing Law, Modification, Headings and Assignment (respectively). This Agreement shall be governed and construed in accordance with the laws of the State where Pet Care Provider last provided Services, without regard to that State's conflict of laws provisions. No amendment or modification of this Agreement shall be valid unless made in writing and assented to by both Parties (including by electronic acceptance), or otherwise provided for in this Agreement. No waiver of this Agreement (or the rights and obligations under it) shall be valid unless made in writing and signed by the Party to be charged, unless otherwise provided for in this Agreement. The division of this Agreement into sections, clauses, paragraphs or subdivisions thereof, and the insertion of headings, are for convenience of reference only and shall not affect the construction or interpretation hereof. Pet Care Provider may not assign this Agreement to any person in whole or part without the prior written consent of Company.

(b.) Survival of Terms. Section 5 ("Payment Disputes"), Section 7 ("Relationship of the Parties"), Section 8 ("Confidentiality"), Section 9 ("Indemnity"), Section 10 ("Mutual Arbitration Provision"), Section 11 ("Litigation Class Action Waiver"), Section 12 ("Litigation Representative Action Waiver"), Section 14 ("Intellectual Property Rights"), and Section 15 ("Third Party Beneficiaries") of this Agreement will survive the termination of this Agreement.

(c.) Entire Agreement of the Parties. This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and supersedes all prior discussions, negotiations, letters of understanding or other promises, whether oral or written as to the subject matter of this Agreement.

(d.) Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement. An electronic signature (i.e., an electronic sound, symbol, or process attached or associated with a contract or record and executed or adopted by a person with the intent to sign a record) will be treated as a handwritten signature under federal and state law and shall have the same legal effect as the original. Delivery of this Agreement via electronic (i.e., PDF form) or facsimile transmission shall be deemed equivalent to physical delivery of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by themselves or their duly authorized officers as of the date and year below written.

PET CARE PROVIDER:

WAG LABS, INC.

By:

By:



Date:

Dylan Allread, COO

Mobile Phone Number: