

FLAT RIDE TAXI INC

Corporate Legal Infrastructure & Onboarding

INDEPENDENT COMMERCIAL DISPATCH SERVICE AGREEMENT

BETWEEN: FLAT RIDE TAXI INC
(hereinafter referred to as the "Company")

AND: _____
(hereinafter referred to as the "Contractor")

WHEREAS:

A. The Company operates a commercial vehicle-for-hire dispatch brokerage, app platform, and branding network in the Province of Alberta under the trade name "Millenium Flat Rate Airport Taxi Ltd.";

B. The Contractor operates an independent passenger transportation business and desires to subscribe to the Company's commercial dispatch services to receive passenger trip requests;

C. The Parties have concurrently executed a **Vehicle Transfer and Independent Contractor Safeguard Agreement** (herein designated and incorporated as **"Schedule 1"**), which governs the ownership, liabilities, and debt conditions of the vehicle operated by the Contractor (the "Vehicle"); and a valid **Alberta Bill of Sale** (herein designated and incorporated as **"Schedule 2"**).

NOW THEREFORE in consideration of the mutual covenants, fees, and commercial terms contained herein, the Parties agree as follows:

1. INCORPORATION OF PRIOR SCHEDULES

1. **Interlinked Agreements:** This Agreement, ****Schedule 1**** (Vehicle Transfer and Independent Contractor Safeguard Agreement), and ****Schedule 2**** (Alberta Bill of Sale) constitute an indivisible, interlinked legal framework. A material breach of any condition in Schedule 1 or Schedule 2 shall automatically constitute an immediate, non-curable material breach of this Dispatch Service Agreement, giving the Company the right to immediately terminate dispatch connectivity.

2. COMMERCIAL FEE STRUCTURE & DEDUCTIONS

1. The Contractor agrees to pay the Company the following operational fees in exchange for network access, branding rights, and trip dispatches:

- **Dispatch Commission Fee:** A fixed fee of **25%** of all gross metered/flat-rate trip sales generated through the Company's system.
- **Debit/Credit Terminal & Tip Machine Fee:** A fee of **3%** assessed on all gross electronic transactions processed through the vehicle's point-of-sale (POS) terminal, including base fares and tips.

- **Commercial Insurance Fleet Charge:** The Contractor shall pay the exact monthly commercial auto insurance premium cost allocated to the specific Vehicle under the Company's fleet policy. The current monthly cost is set at \$_____, subject to adjustments by the insurance provider.

2. **Right of Set-Off:** The Company operates a centralized payout system. The Company shall calculate gross electronic earnings weekly and retains an absolute right of set-off to automatically deduct the 25% dispatch fee, the 10% terminal transaction fee, and the monthly pro-rated commercial insurance charge before transferring net payments to the Contractor.

3. COMPLIANCE WITH EMPLOYMENT STANDARDS & CRA REGULATIONS

1. **True Independent Contractor Status:** In accordance with Alberta Employment Standards laws and the Canada Revenue Agency (CRA) worker classification parameters, the Contractor explicitly affirms they are an independent entrepreneur and not an employee of the Company. The Contractor has no access to statutory provincial employment protections, holiday pay, overtime, or workers' compensation benefits.

2. **Autonomy of Operation:** The Contractor retains total control over their working hours, schedule, and choice of when to log onto the dispatch network. The Contractor remains responsible for tracking and filing their own business income tax and remitting their own Goods and Services Tax (GST) to the federal government if required by law.

3. Workers' Compensation Board (WCB) Compliance & Indemnity:

- **Contractor Responsibility for Personal Coverage:** The Contractor acknowledges that as an independent entrepreneur, they are not automatically covered by the Company's corporate WCB account. The Contractor is strongly encouraged to establish and maintain an independent, active WCB-Alberta account providing personal coverage for the duration of this Agreement.
- **Clearance Certificate Requirement:** If the Contractor holds an active WCB account, they must provide the Company with a valid WCB Clearance Letter prior to commencing dispatches.
- **Deemed Worker Premium Indemnity:** If the Contractor elects not to maintain an active personal WCB account, and WCB-Alberta subsequently deems the Contractor to be a worker of the Company for premium assessment purposes, the Contractor agrees that the commercial dispatch fee structure negotiated herein (Section 2) has been valued to absorb the Contractor's operational liabilities.
- **Waiver of Injury Claims against Company:** In the event of a workplace injury or vehicle collision during a dispatch, if the Contractor has failed to maintain optional personal WCB coverage, they acknowledge they will not receive WCB wage replacement benefits. The Contractor explicitly waives any right to launch civil litigation or seek damages against **FLAT RIDE TAXI INC** for injuries sustained during independent operations.

4. REGULATORY COMPLIANCE & MUNICIPAL BYLAWS

1. The Contractor warrants that they possess a valid Province of Alberta Class 4 Driver's Licence and all necessary municipal vehicle-for-hire operator permits. The Contractor shall strictly comply with all local municipality bylaws (including but not limited to street-hail rules, fare schedules, and driver conduct codes). Any fine, ticket, or municipal administrative penalty issued against the Vehicle or driver shall be the 100% personal financial liability of the Contractor.

5. TERMINATION POLICY & MUTUAL OUT-CLAUSE

1. **Termination for Convenience:** Either Party may terminate this Dispatch Service Agreement, with or without cause, by providing ****seven (7) calendar days**** written notice to the other Party.
2. **Immediate Deactivation:** The Company reserves the right to terminate this agreement and block dispatch access instantly without notice if the Contractor allows their Class 4 licence to lapse, fails to pass required criminal checks, fails to pay required fees, or causes a breach of any condition outlined in ****Schedule 1****.

IN WITNESS WHEREOF the Parties have executed this legally binding Agreement this

_____ day of _____, 20_____.

Authorized Corporate Officer Signature

For: FLAT RIDE TAXI INC

Contractor Signature (Independent Operator)

Printed Name: