



EXHIBIT C
Policies and Procedures

DRAFT

[August 3, 2020]

Bttr-Fly Policies and Procedures

GENERAL

Both Clients and Servicers must agree and adhere to all Policies and Procedures, Waivers/Releases of Liability and Terms and Conditions to utilize Bttr-Fly.

Procedures in the Case of Storms/Inclement Weather/Emergencies

Bttr-Fly will not put the safety and security of its Clients, Servicers or community in jeopardy at any time. As such, Service Requests may not be fulfilled during any storm with lightning, severe wind or any other potentially dangerous situation. In such cases, Clients will be notified (via push notifications?) that Bttr-Fly's Services are temporarily suspended until the inclement weather passes (another notice will be sent when Services are available again (if Clients wish to be notified?)). Any Services booked prior to the potentially dangerous situation but unable to be fulfilled will be cancelled at no cost to the Client.

SERVICERS

Servicers

Servicers are Independent Contractors hired by Bttr-Fly and must agree to and abide by the Independent Contractor Agreement (including any addendums or amendments thereto) at all times¹. Servicers are not permitted to hire subcontractors unless such subcontractors are pre-cleared in accordance with, and strictly adhere to, Bttr-Fly's Policies and Procedures. [All Servicers must be 18 years of age or older²].

Servicer Profiles

Servicers must provide and maintain their Basic Information as needed. Servicers are also required to provide annual attestations to certify that none of their Background Check, criminal history or driving record [anything else?] has changed over the prior year and must disclose any adverse changes thereto to Bttr-Fly within 30 days of such adverse change³.

Servicer Preferences

Preferred Service Locations

Servicers are required to provide their top [three] [(3)] Preferred Service Locations for which they would like to work, in order of preference. Preferred Service Locations will [initially] be defined by the immediate [3-5] block/street area of the chosen Beach Access Points but may be adjusted over time for efficiency purposes⁴. Note that the Pairing Algorithm is envisaged to automatically include the immediately surrounding [3-5] Beach Access Points when a preference is provided. Note that the precise number of locations that any one Servicer visit in a given day may be fluid given daily demand fluctuations; there may also be a point on the efficiency curve that can only be determined upon launching the software. In addition, Servicers will be asked (as part of their Servicer Preferences) whether or not they would be willing/able to go to a nearby Non-Preferred Service Location, if needed (expected to be on an ad-hoc basis, if at all).

Servicer Preferred Payment Method and Frequency

Servicers have the ability to choose their Preferred Payment Method [offerings are TBD but are expected to be electronic only via direct deposit, e-check or perhaps PayPal, Venmo or similar]. Servicers may also elect their Preferred Payment Frequency, which will either be [weekly/bi-weekly] or immediate for a fee (each immediate payment will require a nominal fee to cover related bank fees). Servicers may adjust these options on an ad-hoc basis, if required.

¹ To be drafted.

² MIPL: Is there any way to allow high school students (perhaps 16yo+) while maintaining workers' status as Independent Contractors?

³ Another option is to have the Background Check re-run annually or every two years, or perhaps require a disclosure statement to the extent any of their Background Check clearance changes at any point in time? For further thought/discussion.

⁴ Practically speaking, is it better for Servicer's to choose a Beach Access Point and automatically be given the surrounding streets/blocks, or is it better to have Servicer's choose the start/end point of their Service range (Beach Access Point A to Beach Access Point D, for example). For further thought/discussion.

Servicer Availability

Servicers are required to provide self-reported Available Working Hours which will be input into the [Booking/Calendar] system up to [3] months in advance. The Available Working Hours may be self-adjusted on an ongoing basis, as needed, with a maximum of [3] day-of adjustments before [ramifications may occur, as determined by Bttr-Fly in its sole discretion⁵]. Servicers will receive reminders on a [rolling monthly] basis to add the following month's availability, if applicable. Servicers may also block days as unavailable in advance (such as for a planned vacation, other jobs, personal time, etc.). Importantly, Servicers will set their own schedules; no minimum timeframe working with Bttr-Fly is required at this time; however, Servicers will be asked how many hours per week they expect or intend to spend regularly working with Bttr-Fly (on average). Servicers will also have the ability to mark themselves as [Accessible] when not formally noted as available on the Calendar (such designation can be updated on an ad-hoc basis without limitation), which is meant to signal to the Pairing Algorithm that this Servicer may be available for overflow work if there is a surge in demand in a Preferred Service Location or nearby Service Locations. If Servicer's select [Accessible], they are asked if they are open to any nearby Service Location or if they are limited to only Preferred Service Locations.

Servicer Capabilities

1. Are you able to carry, pull or otherwise transport (see Transport Methods for important details) Beach Items that may weigh up to approx. [50lbs] or more for a variable distance to or from Beach Access Points without causing [undue injury, loss, harm (or otherwise) to yourself, other persons or property]⁶?
 - a. **Waiver/Release of Liability** acknowledgement and agreement must be provided at this stage since Servicers will operate using their own judgement, be at their own risk and will be responsible for injury, loss, harm (or otherwise) whether or not resulting from their own negligence⁵.
 - b. There will be an option to "make two trips" or "locate a Wild-Fly nearby for assistance" for exceedingly large or unexpectedly heavy items. There may or may not be fees attached in such instances.⁷
2. Does the Servicer have a beach cart/wagon or other non-electric/non-motorized mechanism by which they can safely transport Beach Items without the use of an electric/motor vehicle?⁸
 - a. A drop-down list of options should appear and include:
 - i. Servicer has a beach cart/wagon available for use
 - ii. Servicer is happy to pull the Client's pre-packed beach cart/wagon
 - iii. Servicer is happy to carry Client's Beach Items
 - iv. Other - please specify (may require pre-approval from Bttr-Fly)

Servicer Background Checks

Background Checks may include items such as prior employment history, reference checks, identity confirmation, criminal records (and other public records,) motor vehicle reports, drug/alcohol screenings, among other things (which may or may not include educational history, credit score and confirmation of professional licenses, if deemed applicable or appropriate). Any Background Checks that are deemed applicable will become Bttr-Fly Policy, and therefore will be applied consistently across both Bttr-Fly's Employees and Independent Contractors. Serious deficiencies, as determined by Bttr-Fly in its sole discretion, will result in the withdrawal of an employment offer or non-approval/rejection of an Independent Contractor, as the case may be, as per Bttr-Fly's Policy and Procedures and as permitted by applicable law, if applicable. All such Background Checks will be conducted in compliance with the FCRA and with the consent of each applicant.

⁵ Give thought to what the ramifications might be.

⁶ For discussion with MIPL: I want this to be a catch-all liability statement and waiver agreement. Defer to your expertise.

⁷ Giving further thought to whether it is better for fees to stay the same in these cases, given that there could be perverse incentives if fees are increased in these instances; if fees are the same, it will discourage Servicers from adding another trip just to make more money; the alternative is to add a few dollars to the cost for a legitimately needed second trip or "Wild-Fly" if the client provides pre-approval. For further thought...

⁸ See detail provided Transport Methods regarding the Permitted Transport Methods, Transport Restrictions, and any associated liabilities.

Training

All Servicers are required to successfully complete a brief **Training** prior to accepting Service Requests from Clients, and any such Trainings may be refreshed and required [annually]. Trainings may include, but are not limited to, web/app software functionality, Interactive Beach Zone Map and Beach Finder functionality, overview of the expectations of Servicers (including but not limited to behavior, professionalism, customer service, overview of Policies & Procedures, awareness of state/local laws and ordinances, etc.), overview of tidal waters, umbrella policies/training, what to do in case of a storm or other emergency, Servicer photo tips, how and when Servicers are paid, [windsock and client code usage, if applicable, to the extent Beach Finder is not yet up and running], harassment and sexual harassment training, how to respond to common inquiries, etc.

Service Requests

As part of the Request Completion Notification, Servicers must share a photo to client's items when dropped-off to avoid any future claims of theft, loss or damage. Servicers are also asked to report any inadvertent damage to Bttr-Fly, which may have occurred during transport. Photos are sent via the [in-web/app chat] and inadvertent damage is checked in a box (with a pop-up asking for additional details).

Transport Methods

Bttr-Fly strictly prohibits the use of electric or motorized vehicles including but not limited to cars, trucks, motorcycles, mopeds, vespas, golf carts, hoverboards, electric or motorized bikes, electric or motorized scooters, four-wheelers, etc.⁹, as well as skateboards, scooters, roller blades, roller skates or similar¹⁰ to bring items to and/or from the beach (such prohibitions, "Prohibited Transport Methods"). This is to better ensure the safety and well-being of our Servicers, Clients and the communities we serve.

Similarly, Bttr-Fly strongly discourages the use of non-electric/non-motorized [vehicles] including, but not limited to, bikes, trikes, surreys or other non-electric/non-motorized [vehicles] (such methods, "Discouraged Transport Methods"). Servicers choosing to operate any such non-electric/non-motorized [vehicles] do so at their own discretion and at their own risk. Servicers choosing to use such non-electric/non-motorized [vehicles] must (a) disclose the use of such a [vehicle] to Bttr-Fly prior to accepting Client requests; (b) have a clean [3-5] year driving record (rechecked each year?); (c) agree to operate such [vehicles] in compliance with the-current state and local laws at all times (and must certify that they are fully aware of the then-current state and local laws (even if amended mid-year) [each year]); (e) any violation or other proof of non-compliance will result in a suspension of [vehicle] use (policy around this TBD) while contracted with Bttr-Fly - no exceptions; and (d) fully indemnify and hold harmless Bttr-Fly (and any current or future affiliates, subsidiaries or the like) for any actions (or inactions) arising from servicers' use of any such non-electric/non-motorized [vehicle], regardless of any permissions or acknowledgements granted by Bttr-Fly allowing its use and regardless of the negligence (or lack thereof) of the Servicer (e.g., Servicers must accept responsibility for any and all actions arising from the use of such non-electric/non-motorized [vehicle] → actions arising from such use are the sole responsibility of the Servicer).

Parking

Servicers are reminded that Bttr-Fly does not provide parking facilities at any beach. Parking at any beach is extremely limited to begin with (particularly at a reasonable price) and should be reserved for Beachgoers. Bttr-Fly strongly discourages Servicers from driving to beaches unless Servicers have lawful parking arrangements made ahead of time (at their own home, a family home, with permission of a friends, etc.). Bttr-Fly is not responsible for, or privy to, any such arrangement. Servicers must acknowledge and agree to the above prior to providing Services and [annually].

Penalties for Declining Service Requests

Any Servicers who decline Service Requests during their self-reported Available Working Hours will be asked for the rationale behind declining the Service Request; any rationales deemed unacceptable in the sole discretion of Bttr-Fly will

⁹ MIPL/Koombea: Please include anything else motorized that may not have been contemplated here.

¹⁰ MIPL/Koombea: Please include anything else similar that may not have been contemplated here.

be penalized with a [5% reduction in their weekly/bi-weekly payment for each occurrence] or [downgraded Service Rating]¹¹.

Servicer Cancellation Policy

Servicers are permitted to cancel a Service Request without penalty only within the Servicer Cancellation Period. After the expiry of the Servicer Cancellation Period, Servicers will incur a \$[3.00] Cancellation Deduction from their earned wages.

Servicer Payment Policy

TO BE ADDED

Minimum Tip

A Minimum Tip equivalent to 5% of the Service Cost will be included in the Total Cost by default and added to the Service Cost as a separate line item (along with taxes, which will also be a separate line item) before being aggregated into the Total Cost. Clients may increase the tip after the Service Request is completed (to avoid Clients luring Servicers with high tips, only to reduce the tip after the fact, as recently seen with Instacart). Tips can only be decreased from 5% for reported significant poor performance, unacceptable behavior (or similar) that is reported by the Client at the time Services are rendered. Conversely, Clients may increase the tip at their discretion after Services are rendered.

Bonus

Servicers completing [] Requests with 5-star ratings (OR 100% POSITIVE FEEDBACK?) will receive a Bonus equal to []. **TO BE FURTHER VETTED**

Tax Statement

Servicers are reminded that they will receive 1099s at year-end (as opposed to W2s) and therefore will not have state or federal taxes withheld from the payments made to them. As such, Bttr-Fly encourages Servicers to seek independent tax counsel, as Bttr-Fly is not at liberty to provide tax advice. Similarly, Bttr-Fly encourages Servicers to discuss potential personal liability implications and protections with counsel of their choosing, since Bttr-Fly is not at liberty to provide structural advice or personal liability protection (outside of expected general insurance coverage for loss of beach items). Servicers must acknowledge and agree to the above.

Potential for Future Benefits

Servicers will be asked if they are interested in certain Potential Future Benefits for themselves and/or their family. Such benefits may or may not include items such as group health insurance, retirement benefits, or similar, which are currently being assessed for potential future applicability.

Servicer COVID-19 Vaccination Certification and Waiver/Release

Servicers have the option to disclose whether or not they have been vaccinated for COVID-19, which will be saved in Preferences. If vaccinated, the Client Covid-19 Certification and Waiver/Release (meant to be completed daily (or each time they are working)) can be adjusted to simply agree to a Servicer Covid-19 Vaccination Certification and Waiver/Release, thereby avoiding the COVID-19 Certification and Waiver/Release applicable to each day Services will be rendered.

Servicer COVID-19 Daily Certification & Waiver

To the extent COVID-19 (or other similar situation) continues to be a public health crisis, all Servicers will be required to answer a series of questions each day, wear a mask [and use fresh gloves or wash hands/use hand sanitizer between Clients] and maintain at least a 6-foot distance from Clients or any other persons at all times while Services are being provided. All Servicers must have a temperature below 100° and answer “no” to the questions below and/or other similar questions in order to be permitted to accept Service Requests each day. While not exhaustive or finalized at this time, the COVID-19 Certification and Waiver/Release is expected to be along the lines of the following:

¹¹ TBD – for further reflection and discussion.

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1. Have you or anyone in your household tested positive for COVID-19 in the past [21] days?
 - a. Answer must be “no” to proceed.
2. Have you or anyone in your household experienced any symptoms of COVID-19 (according to the then-current CDC guidelines, such as fever, cough, shortness of breath, fatigue, loss of appetite, body aches, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, loss of taste or smell (ETC...) within the past [14] days?
 - a. Answer must be “no” to proceed.
3. Have you or anyone in your household travelled outside of the state or country (or the then-relevant states/countries of concern) within the past [14] days?
 - a. Answer must be “no” to proceed.
4. To the best of your knowledge, have you or anyone in your household come into contact with anyone that has (x) tested positive for COVID 19 within the past [21] days or (y) any symptoms of COVID-19 within the past [14] days?
 - a. Answer must be “no” to proceed.
5. What is your temperature today?
 - a. Answer must be below 100° to proceed.
6. Have you been vaccinated for COVID-19?
 - a. If yes, save to Preferences; future certifications *may* not be needed (*retain COVID Certification and Waiver/Release until definitive guidance on this is obtained from CDC*)
 - b. If no, continue daily certifications

By [signing/acknowledging] this Daily COVID-19 Certification and Waiver/Release, you hereby Certify the accuracy of your responses, acknowledge the risks, agree to fully comply with (x) federal, state and local laws and (y) Bttr-Fly’s Policies and Procedures concerning COVID-19, voluntarily assume all responsibility for your actions or inactions, and agree to fully release, waive and forever discharge Bttr-Fly, its affiliates, subsidiaries, Officers, Directors, Advisors, Employees, Contractors, (ETC.) from any and all liability, claims, demands, actions and cause of action whatsoever arising out of or related to any loss, damage, illness or injury, including death, that may be sustained by me, or others who come in contact with me, whether caused by the negligence of the Releasees, other entities or individuals, or otherwise as a result of or related to my decision to act as an Independent Contractor.

Signed/Acknowledged _____ on _____ [date]¹².

Waiver/Release of Liability – Servicer

TO BE ADDED

- Recklessness, negligence
- Hold harmless and indemnification
- Beach cart/wagon; no motorized vehicles
- Reasonable efforts
- Independent contractors
- Potential for future benefits (no guarantee)
- COVID-19 vaccination/daily certification
- No guarantee of work
- Training completion, annual refresh and annual attestation
- Storms/Inclement Weather/Emergencies
- Payments
- Taxes
- Background checks
- Cancellations and penalties
- Profiles/preference
- Beach item damage/theft, etc.
- Servicer Capabilities
- Prohibited items/valuable items

¹² MIPL – For your review and to be fleshed out based upon your expertise.

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- Set-up/take-down assistance and Additional assistance
- Full waiver/release

CLIENTS

Clients

Clients consist of any person(s) or Group of persons engaging Bttr-Fly for on-demand beach concierge Services.

Client Profiles

Clients are asked to provide and maintain their Basic Information as needed.

Client Preferences

Seasonal Address and Beach Access Point

Clients are asked to provide their seasonal address and regular Beach Access Point, which will be saved for ease-of-use when making Service Requests in the future. Note that this information can be updated (either to be saved or for use on an ad-hoc basis) by Clients at any time.

On-Beach Location via Beach Zones

Clients are asked to provide their preferred On-Beach Location by choosing their top three (3) Beach Zone preferences on the IBZM. This information will be saved for ease-of-use when making Service Requests in the future and can be updated (either to be saved or for use on an ad-hoc basis) by Clients at any time.

On-Beach Placement Tendencies

Clients are asked to choose their On-Beach Placement preferences by selecting the relevant items, in sequential order of importance to them, from a drop-down list. Clients will also have the ability to write-in comments, which Servicers can use as a guide when placing Beach Items in a Client's On-Beach Location. This information will be saved for ease-of-use when making Service Requests in the future and can be updated (either to be saved or for use on an ad-hoc basis) by Clients at any time.

Beach Cart/Wagon Availability

Clients are asked (i) whether or not they have a beach cart/wagon and (ii) if so, whether they prefer to utilize their own beach cart/wagon or if they prefer Servicers provide their own beach cart/wagon, and (b) if not, they are asked to select their typical Beach Items from a drop-down list (to help determine whether a Servicer can carry the Beach Items or whether a beach cart/wagon is necessary for the Servicer to provide).

Set-Up/Take-Down Assistance¹³

Clients are given the option (for an additional fee or fees) to include Set-Up or Take-Down Assistance as part of their Service Request. At this time, Set-Up and Take-Down Assistance options include:

- In the case of Client-provided carts/wagons:
 - o Option 1: Set-up/take-down of beach chairs and/or unopened beach umbrellas
 - o Option 2: Unpacking/repacking the Client's beach cart/wagon
 - o Disclosures (shown on-screen):
 - For safety reasons, Servicer's are not permitted to open umbrellas (they may only insert the umbrella into the sand) and Clients are wholly responsible for ensuring umbrellas are properly secured and weighed down in accordance with local and state laws/ordinances. ***ADD WAIVER/RELEASE***
 - Kindly condense your Beach Items into as a few items as possible
 - Servicers are not responsible for packing or un-packing beach bags/coolers (or similar), lying out or picking up beach towels/blankets (or similar), packing or unpacking food/drinks (or similar), setting

¹³ Consider including this in basic Services.

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up or taking down tents (or similar), inflating or deflating rafts (or similar), setting up or putting away toys, games, kites (or similar), throwing out trash or otherwise cleaning up Client's beach area, or any similar type of assistance. If Additional Assistance is needed with certain of these items due to certain limitations, please choose "Additional Assistance" as part of your Preferences and/or Service Request.

- In the case of Servicer-provided carts/wagons:
 - o Option 1: Set-up/take-down of beach chairs and/or unopened beach umbrellas
 - o ****There is no option to unpack/repack the Servicer's beach cart/wagon because it is already included (hence the slightly higher cost for Servicer-provided carts/wagons) (e.g., this must occur as part of the Services in order for the Servicer to complete the Request)**
 - o Disclosures shown on-screen:
 - For safety reasons, Servicer's are not permitted to open umbrellas (they may only insert the umbrella into the sand); Clients are responsible for ensuring umbrellas are properly weighed down and are in accordance with local and state laws/ordinances. ***ADD WAIVER/RELEASE***
 - Kindly condense your Beach Items into as a few items as possible
 - Servicers are not responsible for packing or un-packing beach bags/coolers (or similar), lying out or picking up beach towels/blankets (or similar), packing or unpacking food/drinks (or similar), setting up or taking down tents (or similar), inflating or deflating rafts (or similar), setting up or putting away toys, games, kites (or similar), throwing out trash or otherwise cleaning up Client's beach area, or any similar type of assistance. If Additional Assistance is needed with certain of these items due to certain limitations, please choose "Additional Assistance" as part of your Preferences and/or Service Request.
- In the case of Servicer-carried Beach Items:
 - o Option 1: Set-up/take-down of beach chairs and/or unopened beach umbrellas
 - o ****There is no option to unpack/repack the Servicer's beach cart/wagon because the Servicer is carrying the Beach Items**
 - o Disclosures shown on-screen:
 - For safety reasons, Servicer's are not permitted to open umbrellas (they may only insert the umbrella into the sand); Clients are responsible for ensuring umbrellas are properly weighed down and are in accordance with local and state laws/ordinances. ***ADD WAIVER/RELEASE***
 - Kindly condense your Beach Items into as a few items as possible
 - Servicers are not responsible for packing or un-packing beach bags/coolers (or similar), lying out or picking up beach towels/blankets (or similar), packing or unpacking food/drinks (or similar), setting up or taking down tents (or similar), inflating or deflating rafts (or similar), setting up or putting away toys, games, kites (or similar), throwing out trash or otherwise cleaning up Client's beach area, or any similar type of assistance. If Additional Assistance is needed with certain of these items due to certain limitations, please choose "Additional Assistance" as part of your Preferences and/or Service Request.

Additional Assistance

For an additional fee, an option for Additional Assistance is available for Clients in need of assistance with certain ad-hoc tasks. Such tasks may include, but are not limited to, setting up or taking down tents (or similar), setting up or putting away toys or games (or similar, except kites or other aerial devices), or a similar type of assistance requested by the Client that does not pose a safety concern for the Servicer, Client, any third parties or any property. Please note that at this time we kindly ask that any such requests for Additional Assistance be limited to Clients who are, or are accompanying those who are, disabled, injured, elderly, pregnant, with small children, or similar. Further note that all requests for Additional Assistance require the presence of an adult from the Client's Group. ***ADD WAIVER/RELEASE***

Beach Item Policy

All Beach Items are to be stowed/packed away prior to Servicer arrival for pick-up, particularly any smaller or loose items. All trash and recycling is to be removed and placed in an appropriate receptacle prior to Servicer arrival. A photo of Client's Beach Items must be provided to the Servicer upon submitting a Ready! Request, showing such Beach Items are either (a) in the case of Client-provided carts/wagons, pre-packed in such Client's cart/wagon or (b)

in the case of Servicer-provided carts/wagons or Servicer-carried Requests, organized in a neat, cohesive fashion and clearly placed together. In the case of Service Requests with pick-ups on the beach, Clients must also pin the On-Beach Location of their Beach Items on the IBZM [or with Client's Bttr-Fly windsock visible, if applicable] so the Servicer can easily locate the Beach Items to complete the Service Request. Importantly, Servicer's are not in a position to pack personal Beach Items into bags (or otherwise) for Clients. Servicers may provide Set-Up/Take-Down Assistance (if requested), but will not be folding towels into bags, putting food/drinks away, setting up or taking down tents, inflating or deflating rafts or similar. If Clients need Additional Assistance they may choose this option as part of their Service Request (note: this will require (1) an adult from the Client's Group be present and (2) an additional fee.

Clients are reminded that (a) Bttr-Fly recommends, at Client's discretion, that an adult (18yrs or older) from their Group accompany the Servicer to/from the beach during transport, (b) if Clients choose not to accompany a Servicer for any reason, Bttr-Fly strongly recommends Clients arrive at their Beach Items within [10 minutes] of drop-off by the Servicer (timing as evidenced by the Request Completion Notification and photo provided by the Servicer) and (c) any damage, loss, theft (or similar) is wholly at Client's own risk.

Clients are reminded that Servicers will use reasonable efforts to meet Client's Preferred Beach Zones and On-Beach Placement Tendencies, as noted in their Client Preferences. Bttr-Fly advises Clients that their On-Beach Location may vary based on special availability at the time of drop-off (depending upon crowds, tides, weather, lifeguard stations, Client Preferences, or similar), and despite Servicer's best efforts, Client Preferences cannot be guaranteed given the variability of other beachgoer behavior after drop-off (e.g., someone may set up right next to Client's Beach Items right after the Servicer completes the Request).

Valuable Items

Clients are not permitted to include any Valuable Items, including but not limited to, mobile phones, iPads, laptops, any other type of electronic device, purses, wallets, jewelry, or any other items of value in Beach Items sent with a Servicer. Clients must check a box for each request certifying that no such items are included in their Beach Items, and they agree that neither Bttr-Fly, nor any Servicer, is responsible for the loss, theft, damage (or otherwise) of any such items that are included in a Client's Beach Items, whether knowingly or unknowingly. ***Including any such Valuable Item is a serious violation of Bttr-Fly Policy and may be subject to penalty at Bttr-Fly's discretion.***

Prohibited Items

Clients are not permitted to include any Prohibited Items, including but not limited to, alcoholic beverages, drugs, weapons, perceived weapons, other illegal items, other prohibited items per beach-specific rules, or any other items that may be deemed prohibited (whether by Bttr-Fly (in its sole discretion) or the relevant authorities) in Beach items sent with a Servicer. For each Service Request, Clients must check a box certifying that (i) no such Prohibited Items are included in their Beach Items and (ii) both Bttr-Fly and any Servicer will be held harmless and fully indemnified should the Client knowingly or unknowingly violate this policy (including any ramifications arising thereof)¹⁴. ***The inclusion of any Prohibited Item is a serious violation of Bttr-Fly policy and will result in [a lifetime ban from Bttr-Fly] as well as any penalties applicable and enforceable by law.***

Trash/Recyclable Policy

Clients are expected to clean up their own trash and recyclables and dispose of them in the appropriate receptacles. Servicers are not expected to, nor will they, clean up after Clients. That said, if something is inadvertently left behind, Servicers are asked to kindly bring it to Client's attention (or pick it up if Servicer feels safe to do so) and properly

¹⁴ MIPL to add relevant protective language here and to the Waiver/Release section.

dispose of it. Please note that Bttr-Fly is an extremely environmentally conscious business and is therefore very focused on the sustained health and cleanliness of our oceans and beaches for many generations to come.

Peak Day/Time Policy

Service Requests occurring during Peak Days/Times may incur a **Premium** over the regularly priced Services. Any such Premiums will be applied at the discretion of Bttr-Fly, with or without notice. During such times, Clients may experience delays in pick-up/drop-off timing, however Bttr-Fly will ensure reasonable efforts are taken to accommodate its Clients in a timely fashion.¹⁵

[Windsock Policy (if necessary)

TO BE ADDED and REVIEWED

If servicers are not accompanied by the client at the time of beach set-up, Bttr-Fly will attach a logoed windsock (or similar contraption) to one of their beach items (chair, umbrella or similar) with an individually assigned code placed on it (ideally this will be the client's windsock that is sent to them when they initially set up their profiles). This is in an effort to make the client's items readily identifiable to both client and servicer within the chosen Beach Zone.

In the case of requests to bring items back from the beach (return trip/take-down requests), the interactive Beach Zone map will appear as part of the request whereby clients can click on where they are located on the map (and where their items are located for pick up, and note whether or not they have a windsock (note: these are sent (or otherwise provided to clients) when they first sign up for Bttr-Fly's services.

Clients must concurrently provide a photo [and itemized list?] of their items when alerting that they are "ready!" for pick-up

Clients must note whether their personalized Bttr-Fly windsock is flying in-view (this helps servicers quickly identify the client on a crowded beach)

Clients must confirm an adult in the group will greet the servicer at time of pick up and who it will be; this is to ensure all client items, and only client items, are removed from the beach and returned to the client

NOTE: For purposes of (iii) above, think about the easiest/safest way for the servicer to confirm this person/adult is part of the client's group

- If servicers are not accompanied by the client at the time of beach set-up, Bttr-Fly will attach a logoed windsock (or similar contraption) to one of their beach items (chair, umbrella or similar) with an individually assigned code placed on it (ideally this will be the client's windsock that is sent to them when they initially set up their profiles). This is in an effort to make the client's items readily identifiable to both client and servicer within the chosen Beach Zone.]

Client Cancellation Policy

Clients are permitted to cancel a Service Request without penalty only within the Client Cancellation Period. After the expiry of the Client Cancellation Period, Clients will be charged a \$[3.00] Cancellation Fee. Clients who incur more than three Cancellation Fees within a [rolling 6-month period] will also have a negative impact to their ratings, which will be compounded at each repeat offense.

- Any cancellations by servicer will not cost the client additional fees, and client will automatically be matched to another servicer (with priority). Any cancellations made by Clients following a 5-minute "free" cancellation period will result in the client receiving a \$[3.00] fee to compensate the servicer for their time.

Waiver/Release of Liability - Clients

Clients are asked to certify, waive/release liability, [and hold harmless/indemnify] Bttr-Fly, **et al**, as it pertains to (but is not limited to) the items noted below. Such Waiver/Release of Liability must be acknowledged, certified and agreed to as

¹⁵ Premiums, if any, are still being considered and thought through. As it relates to delays, perhaps Bttr-Fly can allow clients to cancel without penalty or cost after a certain period of time during Peak Days/Times? TBD

part of the initial Profile and Preferences, and will be reconfirmed (either deemed or via checkbox?) each time Clients make a Service Request:

- Bttr-Fly reminds Clients that their On-Beach Placement (and other Preferences) may vary based on availability at the time of drop-off (depending upon crowds, tides, etc.). Servicers will make reasonable efforts to place Beach Items in accordance with the Clients' chosen Preferences, however compliance with such Preferences cannot be guaranteed in any way, are determined solely by the Servicer (based on the guidance provided to them via the Clients' Preferences), and are subject to nonconformity based on availability, practicality and general safety concerns, among other things, particularly given the implicit variability of other beachgoer's behavior (e.g., someone may set up right next to the Client's Beach Items immediately after the Servicer leaves), weather, tides, among a plethora of other things. As such, Beachgoers are encouraged to accompany (or closely track) Servicers to the beach to ensure their On-Beach Location and Placement is suitable; particularly persnickety Clients are strongly encouraged to do so. No refunds will be issued in cases where Preferences were unable to be fully or partially met.
- Bttr-Fly reminds Clients to review/acknowledge the Set-Up/Take-Down Assistance, Additional Assistance and Umbrella Policies. In all circumstances Clients are expected to clean up their own trash/recyclables and dispose of them properly for safety and sanitary reasons; if something is inadvertently left behind, Servicers will kindly bring it to the Client's attention or pick it up (if Servicer feels safe to do so) (ADD TO SERVICER WAIVER) to be properly disposed of. Please note that Bttr-Fly is an extremely green, environmentally friendly business and is very focused on the sustained health and cleanliness of our oceans and beaches for many generations to come.
- Bttr-Fly reminds Clients that Valuable Items, such as phones, iPads, laptops, purses, wallets, jewelry, etc., are not permitted to be included in any Beach Items sent with a Servicer. Inclusion of any such items is a strict violation of Bttr-Fly's Policies and Procedures. Each time a Client makes a Service Request they are certifying that no such items are included in their belongings and waive any and all liability on the part of Bttr-Fly. Bttr-Fly is in no way responsible for loss, theft, damage (or otherwise) of any such valuable items that are included with Beach Items, whether knowingly or unknowingly.
- Bttr-Fly reminds Clients that any illegal items (including drugs, weapons or any other illegal items) and any alcoholic beverages are considered Prohibited Items (whether generally illegal or prohibited by state/local law, ordinance, or as prohibited as per any beach-specific rules). Prohibited Items are strictly prohibited and are not permitted to be included in Beach Items as part of any Service Request. By [signing up with Bttr-Fly], Clients hereby certify and agree that (i) no such items are or will be included in their Beach Items at any time, (ii) Bttr-Fly and any Servicer is in no way responsible for any loss, theft, damage (ETC.) of, or to persons or property resulting from, any such Prohibited Item (in each case whether knowingly or unknowingly), and (iii) any such inclusion of Prohibited Items in Beach Items is a strict violation of Bttr-Fly Policy and will result in [a lifetime ban from Bttr-Fly] and will be punishable by any all penalties enforceable by law.¹⁶
- Both Clients and Servicers must acknowledge and agree that Bttr-Fly will not be held liable in any way for the risk, danger, damages, injury, disability, dismemberment or death to self, others or property (including the inability to use property) arising from the actions (or inactions) of, or otherwise caused by, a Servicer, and inflicted upon any other person or property, whether advertently or inadvertently. Bttr-Fly shall be fully indemnified and held harmless for any and all such actions (or inactions); any such actions or inactions are the sole responsibility of the Servicer. Both Clients and Servicers must acknowledge and agree to the above.
- Set-Up and Take-Down Assistance Waiver/Release
- Additional Assistance Waiver/Release
- Umbrella Policy and Waiver/Release
- Bttr-Fly reserves the right to increase any Service Costs during Peak Days/Times, if deemed appropriate in Bttr-Fly's sole discretion. Clients acknowledge that if their Service Request occurs during a Peak Day/Time there is potential for (x) increased Service Fees (TBD) and/or (y) delays in Service. Bttr-Fly will do everything possible to accommodate its Clients in a timely fashion.¹⁷

¹⁶ The entirety of this clause to be further vetted by MIPL.

¹⁷ For additional contemplation: Perhaps allow Clients to cancel without penalty or cost if no Servicers are available after a certain period of time?

CONFIDENTIAL. NOT FOR FURTHER DISTRIBUTION

- Bttr-Fly highly recommends Clients arrive at their Beach Items within [10] minutes completion of the Service Request (as evidenced by the Servicer-prompted Request Completion notification and Servicer-provided Beach Item photo). Any loss, theft, damage **(ETC – should broadly cover everything, in-line the bullet #5)** is at Client’s own risk. To mitigate this risk, Bttr-Fly recommends an adult (18yrs or older) from the Client’s Group accompany the Servicer to/from the beach. Further note that, unless expressly waived by Client (via a checkbox?), any Services provided to/from a vehicle or parking lot require an adult (from Client’s Group) accompany the Servicer to ensure the Security of Client’s Beach Items.
- Payment Waiver/Release.
- Payment is made by the Client to Bttr-Fly automatically when a Servicer accepts a Request, however monies will not be cleared for release to Servicers until the Request is completed satisfactorily [(note: money will be held in escrow (or similar) with Bttr-Fly for that short period of time)]¹⁸.
- Any **Cancellations** by Servicer will not cost the Client additional fees, and Client will automatically be matched to another Servicer **(with priority?)**. Any Cancellations made by Clients following a 5-minute “free” **Cancellation Period** will result in the Client incurring a \$[3.00] fee to compensate the Servicer for their time.
- **Storms/Inclement Weather/Emergencies**

Umbrella Policy

TO BE ADDED

Beach Cart/Wagon Policy

TO BE FUTHER DETAILED BELOW

- Does your group have a beach cart/wagon (or similar) that a servicer can wheel to the beach?
 - Yes = how many carts/wagons will be pre-packed for the servicer to bring to/from the beach each day? (if >1, consider multiple trips or multiple servicers via Wild-Fly)
 - Match to servicers without their own beach carts/wagons
 - Clients must consent to servicer’s use of their cart/wagon (consider limiting liability & hold harmless – or insurance?)
 - Clients must prepack the cart/wagon (unless otherwise pre-arranged)
 - Clients can choose to save this response as a preference with nickname for future use (can be changed in future or on an ad-hoc basis)
 - No = What items (and quantity) are included in your request? (choose from list¹⁹)
 - Match to servicers (x) with their own carts/wagons or (y) willing to carry items (match occurs if request is small (2-3 people or less) or when other servicers are not available (which may result in either more than one trip by the servicer, or the servicer may request “Wild-Fly” assistance))

Client Payment Policy

Only electronic payment methods will be accepted, including the Minimum Tip and any additional tips. At this time, Bttr-Fly intends to be capable of accepting either credit card payments or other payment services like [PayPal, Venmo, Square or similar].²⁰ All payments must be made electronically through the web/app software, including for the Minimum Tip and any additional tips. No cash or checks will be accepted by Bttr-Fly at any time. Payment is made by the Client to Bttr-Fly automatically when a Servicer [completed a Service Request], however monies may not be cleared for release to Servicers until the appropriate timeframe selected as part of Servicer Preferences and in accordance with the Servicer Payment Policy.

¹⁸ RMG to check with bank to see if an escrow account is best for this purpose and whether payments can be made to Servicers ad-hoc or if they must be on a schedule, and if ad-hoc, what the fee is for such services.

¹⁹ List of items to be attached as Exhibit C.

²⁰ Defer to Koomba for their guidance and expertise.

Clients may include a Group as part of their Service Request. At this time Bttr-Fly intends to include the ability to split payments between various Clients (or Non-Clients, as the case may be) such that larger groups can split the Total Cost between the Group, if desired.

Minimum Tip

A Minimum Tip equivalent to 5% of the Service Cost will be included in the Total Cost by default and added to the Service Cost as a separate line item (along with taxes, which will also be a separate line item) before being aggregated into the Total Cost. Clients may increase the tip after the Service Request is completed (to avoid Clients luring Servicers with high tips, only to reduce the tip after the fact, as recently seen with Instacart). Tips can only be decreased from 5% for reported significant poor performance, unacceptable behavior (or similar) that is reported by the Client at the time Services are rendered. Conversely, Clients may increase the tip at their discretion after Services are rendered.

Service Costs²¹

Service Costs are expected to be comprised of a **Flat Fee** plus a **Distance Fee**, with Optional Add-On Fees and Additional Trip Fees, as described below, which are reflective of the Service Cost of a one-way trip to or from the beach²². At this time, Bttr-Fly expects to receive [60]% of the Flat Fee, Distance Fee, and Optional Add-On Fees, and [90]% of any Additional Trip Fees²³; Servicers are expected to receive [40]% of the Flat Fee, Distance Fee, and Optional Add-On Fees, [10]% of any Additional Trip Fees, and [100]% of any tips (including the Minimum Tip). Generally speaking, Service Costs will be comprised of the below (subject to change with or without notice):

- Flat Fee:
 - Client Provided Cart/Wagon: \$[10.00] each cart/wagon per one-way Service Request
 - Servicer-Provided Cart/Wagon: \$[12.00] each cart/wagon per one-way Service Request
 - Servicer-Carried Beach Items: \$[15.00] each cart/wagon per one-way Service Request
- Distance Fee:
 - \$[0.50] per [1/8] mile to/from the beach per one-way Service Request
 - Minimum \$[0.50]
 - Rounded up to nearest [1/8] mile
- Optional Add-On Fee:
 - Set-Up/Take-Down Assistance: \$[2.00] per one-way Service Request
- Optional Add-On Fee:
 - Additional Assistance: \$[3.00] each additional item requested per one-way Service Request
- Additional Trip Fee:
 - Additional Trip: \$[7.00] each Additional Trip made per one-way Service Request
- Cancellation Fee: A fee of \$[3.00] (subject to change without notice) to be incurred by a Client in the case of a Client Cancellation occurring after the expiry of a Client Cancellation Period. Please see *Cancellation Policy* herein for additional information.

Potential 'Monarchs' Membership

If deemed desirable, in the future Clients may have the option to become a member of Bttr-Fly; such members are currently anticipated to be referred to as Monarchs. Any such membership is currently contemplated to be based on expected usage [per Group?] throughout the season. Memberships may be broken down into expected seasonal usage [per Group?] to determine the Service Cost, which may be delineated along the lines of the below:

- Full Season: Memorial to Labor Day
- Partial Season: Up to 6 weeks
 - o Consider breaking down: Memorial Day-July 4th and July 4th-Labor Day
- Extended Season: May 1 to Sept 30

²¹ Pricing is TBD and is currently under further evaluation, particularly whether to include Set-up/Take-down Assistance as part of the Cost per Cart/Wagon or Carried to avoid it feeling so à la cart. Membership pricing options are also TBD - under further consideration.

²² Note to Koombea: There will be nuances in the technical process based on whether the request is to or from the beach. We can discuss in more detail.

²³ The increased percentage is meant to disincentivize Servicers from making Additional Trips per Service Request.

- Weekly: consecutive week(s) at a time at discounted price [if booked in advance?]
- Daily: up to [5] days at discounted price [if booked in advance?]

Consideration is being given to whether its preferable to offer only one-way trips (as envisioned here) or if roundtrips should be offered as well [perhaps for a discount]. This determination will be made once user feedback is obtained.

Procedures in the Case of Storms/Inclement Weather/Emergencies

Bttr-Fly will not put the safety and security of its Clients, Servicers or community in jeopardy at any time. As such, Service Requests may not be fulfilled during any storm with lightning, severe wind or any other potentially dangerous situation. In such cases, Clients will be notified (via push notifications?) that Bttr-Fly's Services are temporarily suspended until the inclement weather passes (another notice will be sent when Services are available again (if Clients wish to be notified?). Any Services booked prior to the potentially dangerous situation but unable to be fulfilled will be cancelled at no cost to the Client; Client will also be provided with a [10%] coupon that will be automatically applied to their account for use on their next Service Request.

Client COVID-19 Vaccination Certification and Waiver/Release

Clients have the option to disclose whether or not they and/or each member of their Group have been vaccinated for COVID-19, which will be saved in Preferences. If all Group members included in Client Preferences have been vaccinated, the Client Covid-19 Certification and Waiver/Release (meant to be completed with each Service Request) can be adjusted to simply agree to a Client and/or Group member Covid-19 Vaccination Certification and Waiver/Release. The option to avoid the COVID-19 Certification and Waiver/Release applicable to each Service Request will only be available if ALL members of the Group are vaccinated. In cases where one or more Group members are not vaccinated, the completion of the Daily COVID-19 Certification and Waiver/Release will continue to apply.²⁴

Client COVID-19 Certification and Waiver/Release

To the extent COVID-19 (or other similar concern) continues to be a public health crisis, all Clients will be required to answer a series of questions each day and wear a mask when coming into contact with Servicers (even if greater than 6 feet apart). All Clients (one Client will respond for the entirety of the Group) must confirm all Group member temperatures were taken and are below 100°, and answer "no" to these (or other similar) questions in order to be permitted to request Services through Bttr-Fly each day. While not exhaustive or finalized at this time, these questions are expected to be along the lines of the following:

1. Have you or anyone in your household or Group tested positive for COVID-19 in the past [21] days?
 - a. Answer must be "no" to proceed.
2. Have you or anyone in your household or Group experienced any symptoms of COVID-19 (according to the then-current CDC guidelines, such as fever, cough, shortness of breath, fatigue, loss of appetite, body aches, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, loss of taste or smell (ETC...) within the past [14] days?
 - a. Answer must be "no" to proceed.
3. Have you or anyone in your household or Group travelled outside of the state or country (or the then-relevant states/countries of concern) within the past [14] days?
 - a. Answer must be "no" to proceed.
4. To the best of your knowledge, have you or anyone in your household or Group come into contact with anyone that has (x) tested positive for COVID 19 within the past [21] days or (y) any symptoms of COVID-19 within the past [14] days?
 - a. Answer must be "no" to proceed.
5. Please confirm that your temperature and that of *each* member of your Group was (x) taken today and (y) is below 100°.
 - a. Both (x) and (y) must be confirmed to move forward.
 - b. Client accepts all responsibility and liability for the responses provided on behalf of themselves, their household and their Group, and hereby waives/releases Bttr-Fly from any and all liability resulting from .

²⁴ Consider a more efficient way to accomplish this...

*By [signing/acknowledging] this Daily COVID-19 Certification and Waiver/Release, you hereby Certify the accuracy of your responses (including those on behalf of your Group), acknowledge the risks, agree that you and your Group will fully comply with (x) federal, state and local laws and (y) Bttr-Fly's Policies and Procedures concerning COVID-19, voluntarily assume all responsibility for any actions or inactions, and agree to fully release, waive and forever discharge Bttr-Fly, its affiliates, subsidiaries, Officers, Directors, Advisors, Employees, Contractors, (ETC.) from any and all liability, claims, demands, actions and cause of action whatsoever arising out of or related to any loss, damage, illness or injury, including death, that may be sustained by me or my Group, or others who come in contact with me or my Group, whether caused by the negligence of the Releasees, other entities or individuals, or otherwise as a result of or related to my or my Group's decision to engage the Services of Bttr-Fly.
Signed/Acknowledged _____ on _____ [date]²⁵.*

²⁵ MIPL – For your review; to be fleshed out based upon your expertise.