

# FACILITATOR AGREEMENT

## BACKGROUND

Grabox offers mobile retail services which are provided to Passengers of Transportation Services, i.e., passengers using taxi services or ride-sharing services. The Driver of the Vehicle will facilitate the sale and delivery of Goods, and while doing so will strictly adhere to the terms and conditions of this agreement.

## OPERATIVE PART

- A. This is a legal agreement as per Applicable Laws which is entered into between Grabox and the Driver for the purposes of providing Facilitative Services.
- B. When the Driver clicks “I accept” which is provided at the end of this agreement, the Driver comprehends and consents to be legally bound by all the terms and conditions of this agreement.
- C. If the Driver does not agree to all the terms and conditions of this agreement, then he / she is not required to accept this agreement electronically. But please note, that only when the Driver accepts all the terms and conditions of this agreement and electronically executes this agreement, can he / she provide Facilitative Services on behalf of Grabox.
- D. On executing (accepting) this agreement electronically, the Driver who will provide Facilitative Services agrees, that he / she has read all the terms and conditions of this agreement and expressly consents to it.

---

## 1. DEFINITIONS AND INTERPRETATIONS

### 1.1 Definitions

The following words have the meaning as provided below, unless a contrary intention appears in this agreement:

“**Applicable Laws**” means all Australian laws, rules and regulations created by Federal, State and local governments, regulatory bodies and judicial & quasi-judicial forums which are in force and includes all amendments, replacements or substitutions, which are applicable to a party, Vehicle, Transportation Services, Facilitative Services and the Services;

“**Business Days**” means any day of the week other than Saturday, Sunday and public holidays in Sydney, Australia;

“**Confidential Information**” means all information (regardless of form) disclosed or otherwise made available by the discloser to the recipient before or after the Effective Date and all information created by the recipient (derived or produced partly or wholly from the Confidential Information) in the course of carrying out the Services or Facilitative Services which:

- (a) is marked as being proprietary or confidential to the discloser or any of its Related Bodies Corporate;
- (b) is confidential to a third party to whom the discloser owes an obligation of confidence;
- (c) in the circumstances surrounding disclosure or because of the nature of the information, ought in good faith to be treated as confidential;
- (d) includes all data a recipient comes into possession or has access to, including Grabox’s Data and all other information pertaining to the Services and Facilitative Services; or

- (e) includes, or relates to, secret and confidential know-how, the business operations and intentions, financial records (including plans and projections), Intellectual Property rights, trade secrets, financial position, marketing policies, plans, contractual arrangements, trade connections, employees, customers and suppliers of the discloser;

**“Convenience Box”** means the box along with all its accessories which will contain all the Goods as per Grabox’s Instructions and which will be located at the armrest position between the seats of the driver and front Passenger;

**“Customer”** means an individual who orders or purchases any of the Goods using Grabox’s Services;

**“Data”** means all data notwithstanding whether the data is confidential or not, relating to the Services provided by Grabox, including the Facilitative Services, customer information, Customer transactions of Grabox, Passenger Transportation Services data and Driver information;

**“Deposit Fee”** means AUD \$70 (Seventy Australian Dollars) to cover the initial cost of the Convenience Box, Goods and postage fees in order to deliver them to the Driver;

**“Driver”** means a person authorised by Applicable Law to drive a Vehicle to provide Transportation Services and who executes this agreement in the capacity of a driver;

**“Driver Account”** means the online account on the Grabox website into which the Driver logs in for the purposes of maintaining his profile details, appraising oneself with current and upcoming promotions of Goods and Driver Remuneration;

**“Driver Remuneration”** means the monetary payments a Driver will receive from Grabox for providing the Facilitative Services, the details of which are provided in clause 10 of this agreement;

**“Effective Date”** means the date on which the parties execute this agreement electronically. If there are two dates of execution, the latter date shall be taken to be as the Effective Date;

**“Facilitative Services”** means the services provided by the Driver according to Grabox’s Instructions, including and not limited to:

- (a) stocking and replenishment of Goods in the Convenience Box;
- (b) placing the Convenience Box on the console located in the arm rest position between the driver and front passenger seats;
- (c) verifying Grabox’s confirmation for the order placed by the Customer; and
- (d) delivering the Goods to the Customer when it is safe to do so;

**“Force Majeure Event”** means an event or circumstance which is beyond the reasonable control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence the party affected was unable to prevent, provided that event or circumstance is limited to the following:

(a) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority;

(b) ionizing, radiation or contamination, radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

(c) earthquakes, flood, fire or other physical natural disaster, but excluding weather conditions regardless of severity;

(e) strikes or industrial disputes at a national level, or strikes or industrial disputes by labour not employed by the affected party, its subcontractors or its suppliers, and which affect an

essential portion of the Services or Facilitative Services, but excluding any industrial dispute which is specific to the performance of the works or this agreement; or

(f) damage caused to the Vehicle or injury to the Driver, which prevents the Driver from providing or Vehicle from being used for Transportation Services.

**“Goods”** means food, drink and other convenience store goods sold by Grabox or provided as samples;

**“Grabox”** means the Grabox Pty Ltd with ABN 89 629 629 009 located at Level 17, 9 Castlereagh Street, Sydney NSW 2000;

**“Grabox’s Instructions”** means all instructions, including manuals, rules, regulations and policies provided by Grabox from time to time for the purposes of providing the Facilitative Services;

**“GST”** means the goods and services tax, enacted under *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and which includes any future amendments, re-enactments and substitutions;

**“License”** shall have the meaning as provided in clauses 12.2 &12.3 of this agreement;

**“Intellectual Property”** means

- (a) trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing,
- (b) designs and copyrights including moral rights including all applications and registrations related to the foregoing,
- (c) trade secrets and confidential know-how,
- (d) patents and patent applications,
- (e) websites and internet domain name registrations,
- (f) concept, idea, information, process, data or formula, and
- (g) other intellectual property and related proprietary rights, interests and protections, including all rights to sue and recover and retain damages, costs and legal fees for past, present, and future infringement, and any other rights relating to any of the foregoing;

**“Passengers”** means individuals including Customers of Grabox, who utilize the Transportation Services to commute from one location to another;

**“Product Partners”** means organizations who partner with Grabox for the purposes of marketing and selling their goods;

**“Representatives”** of a party means the party’s Related Bodies Corporate, Related Entity, joint-venturers, directors, officers, executives, employers, employees, contractors, agents, suppliers, auditors, financiers, financial advisers and legal advisers of that party;

**“Related Bodies Corporate”** means a related body corporate as defined under section 50 of the Corporations Act, 2001 (Cth);

**“Related Entity”** means a related entity as defined in section 9 of the *Corporations Act, 2001* (Cth);

**“Services”** means providing mobile retail services including providing samples to Passengers of Transportation Services, which comprises of various components, including and not limited to Grabox’s website, software, payment gateways, Facilitative Services, Goods, Convenience Box, Surplus Goods and all related support and maintenance systems which assist Grabox in providing the Services to Passengers;

**“Surplus Stock”** means Goods other than what is kept inside the Convenience Box;

**“Term”** has the meaning as provided for in clause 23 of this agreement;

**“Territory”** means the geographical territory within which Grabox provides its Services;

**“Transportation Partners”** means commercial Passenger road transportation businesses with whom Grabox partners to provide the Facilitative Services;

**“Transportation Services”** means Passenger road transportation services provided by the Driver of a Vehicle within a Territory in accordance with Applicable Laws and which is limited to commercial taxis and ride-sharing services;

**“Vehicle”** means a registered automobile used for the purpose of commercially transporting Passengers;

**“WHS Laws”** means work, health and safety laws applicable to Grabox, the Driver and the Services;

**“We”, “Our” and “Us”** means Grabox Pty Ltd with ABN: 89 629 629 009; and

**“You”, “you” or “it”** means the Driver of a Vehicle who provides Facilitative Services.

## 1.2 Interpretation

Unless the contrary intention appears, a reference in this agreement to:

- (f) **(variations or replacements)** a document (including this agreement) includes any variation or replacement of it;
- (g) **(clauses)** a clause is a reference to a clause in this agreement;
- (h) **(reference to statutes)** except in the definition of “Related Body Corporate”, a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) **(law)** law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (j) **(singular includes plural)** the singular includes the plural and vice versa;
- (k) **(person)** the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any Government Agency;
- (l) **(executors, administrators, successors)** a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (m) **(calculation of time)** a period of time dating from a given day or the day of an act or event, is to be calculated exclusive of that day;
- (n) **(meaning not limited)** the words “include” and “including”, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (o) **(time of day)** time is a reference to Sydney, New South Wales time;
- (p) **(headings)** (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this agreement; and
- (q) **(construction)** this agreement must not be construed adversely against a party just because that party prepared it or caused it to be prepared.

## 1.3 Headings

Headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this agreement.

---

## **2. PROVISION OF SERVICES**

- 2.1 Grabox engages the Driver on a non-exclusive basis by offering Driver Remuneration for the purposes of providing Facilitative Services and the Driver accepts the engagement on the terms and conditions of this agreement.
- 2.2 Grabox will provide the Driver with an exclusive ID to:
- (a) enable users to use that exclusive ID and access Grabox's website or app for the purposes of purchasing any of the Goods;
  - (b) enable Grabox to calculate the Driver Remuneration.
- 2.3 The Driver acknowledges and agrees to:
- (i) pay the Deposit Fee at the time of registering on Grabox's website for the Facilitative Services;
  - (ii) commence Facilitative Services within 2 Business Days of receiving the Convenience Box and Goods;
  - (iii) abide by all the Applicable Laws relating to the provision of Transportation Services and Facilitative Services;
  - (iv) abide by all Instructions provided by Grabox;
  - (v) activate the Grabox ID according to the Instructions prior to the commencement of Facilitative Services. Activation is done using the Driver's mobile phone in order to receive communications from Grabox;
  - (vi) not provide or deliver Goods to Customers when the Vehicle is in motion or when it is unsafe to do so;
  - (vii) keep the Convenience Box at all times on the console located at the arm-rest position between the driver and front-passenger seats while providing Transportation Services;
  - (viii) ensure that the Convenience Box is adequately stocked with the Goods as per Grabox's Instructions, so that a Customer can purchase any of the Goods through Grabox's Services without any interruption whatsoever;
  - (ix) receive communications as required from Grabox, including SMS mobile communications for the purposes of providing the Facilitative Services;
  - (x) replenish Goods in the Convenience Box at the earliest or not later than 12 hours, provided the Driver has the required replenishment Goods. The objective is to ensure that there is no shortage of Goods in the Convenience Box while providing Transportation Services;
  - (xi) store the required Surplus Goods in the trunk of the Vehicle or at such other location which is easily accessible for replenishment; and
  - (xii) comply with all WHS Laws applicable to Grabox, the Driver and the Services
- 2.4 Grabox where required by law, will comply with WHS laws to the extent it is reasonably required to do so. This may include putting in place the needed policies in the work place including ensuring the Driver has the necessary safety induction, adequate training and supervision, if required for this purpose.

---

## **3. ORDERS**

- 3.1 All orders need to be placed online directly with Grabox using its Services.
- 3.2 When a Customer orders any of the Goods from the Convenience Box, the Driver agrees to:
- (a) provide the Goods to the Customer, only after receiving an order confirmation on the Driver's mobile phone; and
  - (b) only when the Vehicle is not in motion and it is absolutely safe to do so.

- 3.3 The Driver agrees not to:
- (a) provide any Goods whether it be paid or free Goods to a Customer, until receiving an authorisation from Grabox to do so;
  - (b) receive any cash or any other form of consideration from the Customer for providing Facilitative Services.

---

#### **4. CONVENIENCE BOX & STOCK REPLINSHMENT**

- 4.1 The Driver agrees to:
- (a) keep the Convenience Box at all times on the console which is located in the arm-rest position between the Driver and the front-seat passenger;
  - (b) ensure that the Convenience Box is adequately stocked with Goods as per Grabox's Instructions, so that the Customer can order any of the Goods using the Services without any interruption whatsoever;
  - (c) ensure that the Goods are laid out in the Convenience Box according to Grabox's planogram;
  - (d) keep the drinks chilled using the chiller provided by Grabox;
  - (e) replenish Goods in the Convenience Box at the earliest or not later than 12 hours, provided the Driver has the required replenishment Goods. The objective is to ensure that the Convenience Box is adequately stocked while providing Transportation Services;
  - (f) store the required Surplus Goods in the trunk of the Vehicle or at such other location which is safe and easily accessible for replenishment;
  - (g) keep its mailing address with Grabox updated and current at all times;
  - (h) be liable for any loss or damage caused to any of the Goods, Surplus Stock and the Convenience Box after it is delivered to the Driver. The Driver's liability for any loss or damage to the Convenience Box and the Goods will be recoverable at Grabox's sole discretion, where the Driver will either have to promptly pay AUD \$70 (Seventy Australian Dollars) to Grabox or the Driver will have to forfeit the Deposit Fee.

---

#### **5. CUSTOMER REFUND & RETURNS**

- 5.1 Any Goods that are identified as defective by a Customer, will comprise of any of the following situations:
- (a) the packaging of the Goods are damaged in such a manner where it may have caused contamination to its contents;
  - (b) the Goods are beyond the expiry date or the use before date;
  - (c) the food or drink is contaminated or spoiled; or
  - (d) Goods other than food and drink are defective as per Applicable Laws.
- 5.2 For any of the circumstances provided in clause 5.1, the Customer will need to lodge a written complaint with Grabox at [support@grabox.com](mailto:support@grabox.com) providing:
- (i) all necessary details of the defective Goods;
  - (ii) the applicable Grabox ID;
  - (iii) date of purchase; and

- (iv) along with the necessary photographic evidence of the defective Goods, i.e. appropriate and decipherable photographs of the contents, the front and back side of the packaging.
- 5.3 Grabox on receiving the Customer complaint and photographic evidence will investigate the complaint within 1 Business Day and if the complaint proves to be genuine, it will issue a refund to the Customer in the manner in which the payment was originally received.

---

## 6. STEALING & BURGULARY

- 6.1 In the event of any stealing, burglary or theft, where any of the Goods, Surplus Stock or the Convenience Box are stolen, the Driver is required to file a police complaint within 7 days and provide Grabox through email at [support@grabox.com](mailto:support@grabox.com) with a copy of the police complaint.
- 6.2 If a police complaint is not filed within 7 days from the date of the incident, then the Driver agrees to be held liable for the loss of AUD \$70 (**Penalty Fees**). This Penalty Fees shall at Grabox's sole discretion, either be promptly paid by the Driver to Grabox or deducted from the Driver's Remuneration.

---

## 7. DRIVER, PASSENGER, VEHICLE & THIRD PARTY SAFETY

- 7.1 The Driver agrees that in order to ensure Driver, Passenger, Vehicle and third-party safety is maintained before, during and after providing Facilitative Services and Transportation Services, the Driver:
  - (a) will deliver or provide the Goods to the Customer only when the vehicle is not in motion, stationary and when it is completely safe to do so;
  - (b) will interact with a mobile phone only when the Vehicle is not in motion, stationary and when it is completely safe to do so; and
  - (c) will interact or engage with a Passenger for any purpose other than the situations mentioned in clauses 7.1(a) & (b) only when it is completely safe to do so and when it does not cause any kind of unsafe situation while providing Transportation Services.

---

## 8. DRIVER RESPONSIBILITIES

- 8.1 The Driver is solely responsible for:
  - (a) having and maintaining a valid driving license as required under Applicable Laws for providing Transportation Services within the Territory;
  - (b) providing all the necessary infrastructure, equipment and arrangements for providing Transportation Services, including and not limited to:
    - (i) owning, leasing or having lawful possession of a Vehicle which is registered and maintained in accordance with Applicable Law;
    - (ii) maintaining a clean and hygienic condition of the Vehicle;
    - (iii) adequate insurance coverage as required by clause 9 of this agreement; and
    - (iv) any other necessary approvals and permits for providing Transportation Services.
  - (c) following all Grabox's Instructions for providing the Facilitative Services;
  - (d) providing Transportation Services & Facilitative Services in accordance with all Applicable Laws and with the required skill, care and diligence to Passengers in a professional and courteous manner; and
  - (e) the safety of the Driver, Vehicle, Passengers, third-parties and their properties when providing Facilitative Services and Transportation Services.

- 8.2 In order to make and receive communications to and from Grabox, the Driver agrees to acquire and maintain at his or her own expense:
- (a) a mobile phone device;
  - (b) an active sim connection; and
  - (c) have the necessary messaging and wireless data plan.

---

## **9. INSURANCE**

- 9.1 The Driver during the Term, is solely responsible to ensure that the necessary insurance coverage is obtained, maintained and paid for to cover all claims, liabilities, damages, losses, costs and expenses which occur whether by fault or not-by-fault:
- (a) to the Vehicle;
  - (b) third-party vehicles;
  - (c) public and private property;
  - (d) death and injuries to Passengers, third-parties and the Driver;
  - (e) damage or loss to the Goods, Surplus Goods and the Convenience Box;
  - (f) worker's compensation insurance or its equivalent for the Driver, where Grabox is not required to provide the necessary worker's compensation insurance under applicable State law;
- before, during and after providing Facilitative Services and Transportation Services.
- 9.2 Notwithstanding the termination of this agreement, the insurance policies should specifically allow for any claims to be made for all the situations provided in clause 9 by the Driver, Grabox or any third-party which originally arose during the Term of this agreement.
- 9.3 The Driver agrees to ensure that all the insurance policies as mentioned in clause 9 which will be obtained and kept current during the Term of this agreement will include the name of the Driver and Grabox Pty Ltd ABN 89 629 629 009 as interested parties.
- 9.4 Grabox may during the Term or after the Term of this agreement requests the Driver to provide any or all insurance policies along with certificates of currencies as stipulated in clause 9 of this agreement. On such a request, the Driver shall promptly provide Grabox with copies of the insurance policies and certificates of currency.
- 9.5 Grabox may in its own sole discretion decide to obtain insurance coverage pertaining to its Services. If any accidents or such other events occur as a result of the Services, the Driver shall promptly intimate Grabox and provide all necessary information to Grabox as requested.

---

## **10. FINANCE AND PAYMENTS**

### **10.1 Driver Remuneration**

- (a) The Driver Remuneration will be the sole remuneration which a Driver will receive for providing the Facilitative Services.
- (b) Details of all Driver Remuneration will be provided by email.
- (c) Any promotions and all its relevant details will be provided in the Driver Account.
- (d) The Driver Remuneration, a Driver earns may be more or less than what Grabox may have advertised, as Driver Remuneration is entirely dependent on various factors, including and not limited to the quantity of Goods sold, the category of Goods sold, whether the Goods were samples, full priced, discounted or on promotions and number of completed sale transactions.
- (e) Grabox's incentives and bonuses may be different for each Driver, as it will be decided at the sole discretion of Grabox, which the Driver acknowledges and agrees.

- (f) There will not be any tax deductions in relation to Driver Remuneration as the relationship of the parties is that of an independent contractor.

## 10.2 **Changes to Driver Remuneration**

- (a) Any or all future Driver Remuneration can be changed at the sole discretion of Grabox, and notice about any such change will be informed in writing to the Driver.
- (b) The Driver by continuing to provide Facilitative Services after intimation of any change in Driver Remuneration, will be considered to have consented to such changes in Driver Remuneration.

## 10.3 **Taxes**

- (a) The Driver agrees to pay all taxes applicable in relation to the Driver Remuneration and provide at Grabox's request all receipts of such payments;
- (b) Notwithstanding any contained in this agreement, Grabox's may in its sole discretion, decide to withhold taxes and deposit those taxes directly with the concerned authorities. In this eventuality, Grabox will provide the Drivers with the necessary tax deposit receipts.

---

## 11. **DRIVER LEGAL RELATIONSHIPS**

11.1 The Driver acknowledges and agrees in relation to Grabox and the Facilitative Services it provides, that it:

- (a) is acting in the capacity of an independent contractor, as there is no direct supervision or control over the Driver as to how, when and where the Facilitative Services are provided to Passengers;
- (b) has complete discretion whether to continue or to stop providing Facilitative Services;
- (c) has complete discretion whether to engage with other businesses or any employment activities;
- (d) is not required to display any signage or logos of Grabox or its Product Partners; and
- (e) it is not required to wear any uniform of Grabox.

11.2 The Driver acknowledges and agrees in relation to the Transportation Services it provides:

- (a) that it is acting in the capacity of an independent contractor as it has complete autonomy including when, where and how to provide Transportation Services to Passengers, and Grabox has no involvement or responsibility whatsoever in the Driver's Transportation Services;
- (b) that there is a possibility of the Passenger's feedback or reviews of the Driver's Transportation Services getting affected or altered as a result of providing Facilitative Services to Passengers.

---

## 12. **GRABOX'S OWNERSHIP, LICENSE AND LIMITATIONS**

### 12.1 **Ownership and Proprietary Rights**

- (a) Grabox owns the Services, Facilitative Services, Goods, Surplus Goods, the Convenience Box and all Intellectual Property pertaining to the above and all other related aspects.

### 12.2 **License**

- (a) Grabox hereby provides the Driver with a non-exclusive, non-transferable and non-sub-licensable License to be used only within the Territory where the Transportation Services are provided by the Driver, only for the purpose of providing Facilitative Services to Passengers during the Term of this agreement. As a result of this

License, Grabox shall during the Term of this Agreement provide the Driver access to the Driver Account, supply the Driver with the necessary Goods, Surplus Goods, the Convenience Box and Grabox's Instructions in order to provide Facilitative Services in accordance with this agreement (**License**);

- (b) Any alteration or amendment to the terms or conditions of this License shall be done at the sole discretion of Grabox in writing.

### 12.3 License Restrictions

The Driver will and it will ensure that its Representatives do not, during and after the Term of this agreement:

- (a) use the License for any purpose other than what is expressly permitted under this agreement;
- (b) other than what is expressly permitted in this agreement, gain or attempt to gain any legal, equitable or moral rights or privileges in law pertaining to the License, Services, Facilitative Services, Goods, Surplus Goods or the Convenience Box;
- (c) unlawfully or illegally use, duplicate, copy, alter, reverse engineer or violate Grabox's business model or Intellectual Property in such a manner so as to create new or similar Services, Facilitative Services or the Convenience Box for itself or a third-party or do any of the above mentioned activities in order to circumvent this agreement or Applicable Law;
- (d) use Grabox's website, mobile application or software for anything which is unlawful or illegal or which is not expressly permitted in this agreement;
- (e) assign, novate, distribute, license, sub-license, resell, transfer or misuse the License, the Services, Facilitative Services, Goods, Convenience Box or the Surplus Goods or do any of the above through a third-party which is not expressly permitted in this agreement;
- (f) introduce or create any kind of software, malware, virus, trojan, or do any kind of activity which may render the Services or any part of it, including Grabox's website, software, mobile application, servers or any other tangible or intangible component of Grabox's Services dysfunctional, inaccessible or not to work in the manner in which Grabox intended that component to work; or
- (g) gain or attempt to gain unauthorised access to Grabox's Services or the Facilitative Services;

---

## 13. DRIVER'S REPRESENTATIONS AND WARRANTIES

13.1 The Driver represents that he / she:

- (a) has all the necessary infrastructure, equipment and documentation in accordance with Applicable Law required to effectively provide the Transportation Services, including and not limited to:
  - (i) a valid driving license;
  - (ii) owning, leasing or having lawful possession of a registered and maintained Vehicle;
  - (iii) adequate insurance coverage as stipulated in clause 9 of this agreement; and
  - (iv) any other necessary approvals and permits for providing Transportation Services;
- (b) has the required skill, knowledge and experience to perform Transportation Services;
- (c) has not entered into any agreement, deed or understanding with any third-party which will prevent the Driver from adhering to all the terms and conditions of this agreement; and

- (d) has the requisite authority to enter into this agreement and adhere to all the terms and conditions of this agreement;
- 13.2 The Driver warrants during the term of this agreement that he / she will:
- (a) have and maintain all the necessary infrastructure, equipment and documentation in accordance with Applicable Law required to effectively provide Transportation Services, including and not limited to:
    - (i) having a valid driving license;
    - (ii) owning, leasing or having lawful possession of a registered and maintained Vehicle;
    - (iii) maintaining a clean and hygienic condition of the Vehicle;
    - (iv) maintaining adequate insurance coverage as stipulated in clause 9 of this agreement; and
    - (v) any other necessary approvals and permits for providing Transportation Services;
  - (b) provide Transportation Services and Facilitative Services with the required skill, knowledge and diligence to Passengers along with the needed professionalism and courtesy;
  - (c) only deliver the Goods to Passengers when the Vehicle is stationary, comes to a halt and when it is absolutely safe to do so;
  - (d) carry out all the obligations and responsibilities under this agreement with the due care, skill and diligence as required by this agreement and in accordance with Applicable Law;
  - (e) adhere and ensure that its Representatives adhere to all the terms and conditions of this agreement; and
  - (f) not enter into any agreement, deed or understanding with any third-party that will prevent the Driver or its Representatives from complying with this agreement.

---

## 14. GRABOX'S WARRANTIES

- 14.1 Grabox warrants during the Term of this agreement, that:
- (a) to the extent required by Applicable law it will provide the necessary guarantees in relation to the Goods;
  - (b) it will adhere and ensure that its Representatives adhere, to all the terms and conditions of this agreement;

---

## 15. CONFIDENTIALITY OBLIGATIONS

- 15.1 For the purposes of this agreement, the party disclosing confidential information is known as the discloser (**Discloser**) and the party receiving confidential information is known as the recipient (**Recipient**).
- 15.2 Both parties to this agreement acknowledge and agree that they will and will ensure their Representatives:
- (a) protect, secure and take necessary measures to maintain confidentiality of all the Confidential Information they receive or have access to as a result of this agreement; and
  - (b) use the Confidential Information strictly in accordance with this agreement.
- 15.3 The Discloser acknowledges and agrees that under certain circumstances Confidential Information may be necessary to be disclosed, after the Discloser is provided prior written

notice of the proposed disclosure by the Recipient and a reasonable opportunity is given to limit the disclosure:

- (a) if required to do so by Applicable Law; or
- (b) if required by a judicial or quasi-judicial forum or government authority.

- 15.4 Notwithstanding anything contained in this clause 15, the Driver acknowledges and agrees that Grabox may need to disclose Confidential Information to its Product Partners for the purposes laid down in clause 16 of this agreement. Such disclosure will be done by Grabox to its Product Partners only after they agree to maintain the confidentiality of the Confidential Information.
- 15.5 The Recipient of Confidential Information agrees that the obligation of maintaining confidentiality will continue to subsist even after the termination of this agreement and it shall continue to protect, secure and take necessary measures to maintain confidentiality of the Confidential Information until the date on which the Confidential Information is no longer confidential.
- 15.6 In the event of the Driver or its Representatives causing a breach of confidentiality, it shall and will also ensure that its Representatives co-operate with Grabox in securing the Confidential Information at the earliest, including but not limited to, assisting Grabox in seeking legal remedies.

---

## **16. DATA & PRIVACY**

- 16.1 In accordance with Applicable Law, the Driver expressly consents to Grabox collecting, storing, processing, analysing, disclosing and using the following information:
- (a) Passenger location and other data pertaining to the Transportation Services;
  - (b) Driver information;
  - (c) Passenger information, including personal information; and
  - (d) all data pertaining to the Services and Facilitative Services;
- for the purposes of:
- (a) direct and other forms of marketing, advertising, lead generation, analytics, and research purposes of Grabox and its Product Partners;
  - (b) to detect or prevent any fraud, unlawful or illegal conduct by the Driver or any Passenger in relation to the Services or Facilitative Services;
  - (c) ensuring the safety of the Goods, Surplus Stock, Convenience Box and Passengers;
  - (d) if it is required by law, court, quasi-judicial forum, statutory body or an industry association;
  - (e) if it is required in the cases of emergency, or to prevent a crime from occurring or to investigate a crime which has occurred;
  - (f) if it is required for the purposes of insurance including and not limited to insurances mentioned in clause 9 of this agreement and Grabox's insurance;
  - (g) for any other legitimate business purpose that Grabox or any of its Product Partners may require which is permissible under Australian privacy law; and
  - (h) any of the above mentioned purposes which Grabox or its Product Partners may reasonably require after the termination of this agreement.
- 16.2 The Driver by virtue of providing the Facilitative Services and having access to the Driver Account may have access or come into possession of Data or information pertaining to Grabox, Services, Facilitative Services and Customers. Under such circumstances, the Driver agrees:
- (a) to only use such information or data strictly for what is expressly permitted in this agreement; and

- (b) not to misuse or doing anything which is unlawful or illegal with the information or Data during and after the Term of this agreement.
- 16.3 The Driver agrees to share his/her information with Grabox, which may include personal information for the purposes of this agreement and in order for Grabox to ensure the Driver's compliance of this agreement. All data collection from Drivers and its usage will be pursuant to Grabox's privacy policy.

---

## 17. GST

- 17.1 If a supply made under this agreement is a taxable supply, the recipient of that taxable supply (**Recipient**) must, in addition to any other consideration, pay to the party making the taxable supply (**Supplier**) the amount of GST in respect of the supply.
- 17.2 If the Facilitative Services so provided is a taxable supply, the Driver agrees to provide a tax invoice showing the GST component separately from the Driver Remuneration payable by Grabox.
- 17.3 The Driver agrees to pay its GST obligations on time and at regular intervals and comply with the GST law in good faith, by promptly remitting the GST (as stated on the Tax Invoice) to the Australian Taxation Office.
- 17.4 The Driver also agrees to reimburse Grabox for any tax demand notices received from the Australian Tax Office that shows a failure on the part of the Driver to pay the GST collected from Grabox on its tax invoices. The Driver agrees to reimburse the same to Grabox, within 7 days from the date a demand is made by Grabox.

---

## 18. DRIVER'S LIABILITY

- 18.1 Subject to clause 19 of this agreement, the Driver acknowledges and agrees to be liable for all claims, liabilities, damages, losses, costs and expenses incurred by Grabox or its Representatives which are caused directly or indirectly by the Driver in relation to:
- (a) damages to the Vehicle, third-party vehicles, public and private property;
  - (b) injuries to Passengers, third-parties and the Driver;
  - (c) providing negligent or defective Facilitative Services or Transportation Services;
  - (d) breaching any term, condition, representation, warranty or obligation in this agreement;
  - (e) causing any damage or loss to the Convenience Box, Goods or Surplus Stock since it was delivered to the Driver; or
  - (f) causing a breach of confidentiality by collecting, storing, using or disclosing the Confidential Information in an unlawful, illegal or impermissible way or discloses the Confidential Information to any third-party other than what is permitted in this agreement;
- before, during and after providing Transportation Services and Facilitative Services.
- 18.2 Subject to clause 19 of this agreement, the Driver agrees to be solely liable for all claims, liabilities, damages, losses, costs and expenses incurred by Grabox or its Representatives as a result of the Driver:

---

## 19. DRIVER'S LIMITATION OF LIABILITY

- 19.1 The Services are owned and provided by Grabox, to that extent the Driver will not be liable under Applicable Law for any defect in the Services, Goods or the Convenience Box which are not caused directly or indirectly due to the Driver's conduct, and which are limited to:
- (a) defects in the Goods provided by Grabox;
  - (b) any technical issues with Grabox's website, software or payment gateways; and

- (c) any other defect or malfunction of Grabox's Services.

---

## 20. GRABOX'S EXCLUSION OF LIABILITY

- 20.1 To the fullest extent permitted by law, Grabox and its Representatives during the Term will not be liable to the Driver, its Representatives or any third-party in anyway whatsoever for any claims, damages, liabilities, losses, costs or expenses:
- (a) caused by the Driver in contravention of the terms, conditions, representations, warranties, covenants or obligations provided in this agreement;
  - (b) for the Driver's negligence or defective Transportation Services provided to any Passenger;
  - (c) in relation to the Driver causing damage to the Vehicle, third-party vehicles, public and private property, death or injuries to Passengers, third-parties and the Driver before, during and after providing Transportation Services or Facilitative Services;
  - (d) in relation to the Driver not acquiring and maintaining a mobile phone device, sim plan, messaging or data plan in order to provide Facilitative Services;
  - (e) which occurs to the Driver Remuneration as a result of events provided in clause 10 of this agreement;
  - (f) as a result of any interruption, lack of access or down time of Grabox's website, software, payment gateway, Driver Account or any other technical or non-technical issues in the Services or Facilitative Services;
- 20.2 The Driver acknowledges and agrees that Grabox's Website, software, payment gateways, Driver Account and any other aspect of the Services or Facilitative Services which are technology reliant are not free from defects and therefore Grabox to that extent, does not guarantee the access, uptime, an interruption-free or defect-free Grabox website, software, Driver Account, Services and Facilitative Services.

---

## 21. GRABOX'S LIMITATION OF LIABILITY

- 21.1 The Driver acknowledges and agrees that Grabox and its Representatives in relation to this agreement and to the fullest extent permitted by law will not be liable in any way to the Driver, its Representatives, or third-parties for:
- (a) any inconsequential, incidental, exemplary, punitive or any other kind of indirect claims, losses, damages, costs or expenses; and
  - (b) any loss of business, profit, revenue, data, or other monetary or commercial advantage;
- 21.2 According to Applicable Law, if there is a guarantee or any other liability in relation to the Services, Facilitative Services, Goods, Surplus Goods or the Convenience Box, where Grabox continues to remain liable and where the liability cannot be excluded but can be limited, then Grabox and its Representatives aggregate liability however arising, including under contract, tort, under statute, in equity or otherwise will be limited to:
- For Passenger Disputes:
- (a) if Goods have been purchased, then the monetary value of the disputed specific Goods;
  - (b) if Goods have not been purchased, then the costs of resupplying the disputed specific Goods.
- For Driver Disputes:
- (a) if the dispute pertains to Goods, then the monetary value of the disputed specific Goods;
  - (b) if the dispute does not pertain to Goods, then up to the value of \$300.

---

## **22. INDEMNITY**

- 22.1 The Driver agrees to indemnify Grabox and its Representatives for all claims, damages, liabilities, losses, costs and expenses as a result of the Driver's conduct in relation to:
- (a) damage or loss caused to the Services, Facilitative Services, Goods, Surplus Stock or the Convenience Box;
  - (b) providing any defective Facilitative Services;
  - (c) providing any negligent or defective Transportation Services;
  - (d) damage to the Vehicle, third-party vehicles, public and private property, death or injuries to Passengers, third-parties and the Driver before, during and after providing Transportation Services or Facilitative Services;
  - (e) breach of any term, condition, representation, warranty or obligation under this agreement;
  - (f) breaching the License or any Intellectual Property rights of Grabox;
  - (g) third-party claims against Grabox or its Representatives for defective Transportation Services, whether caused directly or indirectly by the Driver;
  - (h) any unlawful or illegal act committed by the Driver which causes a tangible or intangible loss or liability to Grabox or its Representatives; or
  - (i) a breach of confidentiality caused by using the Confidential Information in an illegal, unlawful or impermissible way or discloses the Confidential Information to any third-party other than what is permitted under this agreement.
- 22.2 The Driver acknowledges and agrees to the fullest extent permitted by law, that:
- (a) the principles of causation, remoteness, limitation of time and duty to mitigate will not apply to the indemnity provided in clause 22 of this agreement;
  - (b) the indemnity clause provided in clause 22, is a right in addition to other rights Grabox may have in contract or law;
  - (c) the loss is not limited to those contemplated at the time of entering into this agreement.

---

## **23. TERM**

- 23.1 The Term of this agreement shall commence on the date this agreement is electronically executed and accepted by the Driver and shall end either on the termination of this agreement by Grabox or by the Driver, whichever occurs first.

---

## **24. SUSPENSION OF FACILITATIVE SERVICES**

- 24.1 Grabox may during the Term of this agreement, in its sole discretion where the circumstances so require, suspend the Driver's Facilitative Services for a period of time as reasonably determined by Grabox.
- 24.2 If the Driver's Facilitative Services are suspended by Grabox, then:
- (a) the Grabox ID will be deactivated for the duration of the suspension;
  - (b) the Driver will be required to suspend all Facilitative Services until the suspension is withdrawn and the Driver is allowed to continue providing Facilitative Services;
  - (c) the Goods, Convenience Box and the Surplus Stock will continue to remain in the possession and safe custody of the Driver for the duration of the suspension; and
  - (d) all past obligations of the Driver under this agreement will continue to subsist for the duration of the Driver's suspension, and will therefore be required to be complied with.

---

## 25. TERMINATION

- 25.1 Grabox can terminate this agreement with written notice and immediate effect, if the Driver:
- (a) if the Driver does not commence the Facilitative Services within two (2) Business Days of receiving the Convenience Box and the Goods;
  - (b) materially breaches this agreement;
  - (c) unsubscribes his or her mobile number from Grabox's communications, or stops receiving mobile phone message communications from Grabox or such other kinds of communication as required by Grabox for the purposes of the Facilitative Services;
  - (d) is no longer permitted to provide Transportation Services within the Territory in accordance with Applicable Laws or Grabox's policies or requirements;
  - (e) commits or attempts to commit an unlawful or illegal act in relation to the Services, Facilitative Services or the Transportation Services;
  - (f) if the Driver commits any act or becomes directly involved in any situation which, in the reasonable judgement of Grabox, brings the Driver into disrepute or reflects unfavourably upon the reputation of Grabox, its Representatives or Product Partners;
  - (g) if the Driver repudiates this agreement as a whole or an essential part thereof; or
  - (h) if directed to do so by a court of law or regulatory authority.
- 25.2 Either party to this agreement can terminate this agreement without cause by giving the other party written notice of 15 days.

---

## 26. CONSEQUENCES OF TERMINATION

- 26.1 The Driver upon termination of this agreement will:
- (a) promptly receive all Driver Remuneration until the effective date of termination;
  - (b) no longer be able to access or be a part of the Services or Facilitative Services;
  - (c) immediately have its Grabox ID deactivated;
  - (d) automatically have its License to provide Facilitative Services terminated;
  - (e) immediately cease using all Intellectual Property of Grabox;
  - (f) be required to return all the Goods, Surplus Stock and the Convenience Box which are in the custody of the Driver within 7 days at the Driver's own cost to the address specified by Grabox; and
  - (g) on complying with clause 26.1(f), the Deposit Fee will be returned back to the nominated bank account provided by the Driver at the time of registration.
- 26.2 On the termination of this agreement, if the Driver fails to return at the address provided by Grabox, all Goods, Surplus Stock and the Convenience Box within 7 days from termination, then the Driver shall at Grabox's sole discretion, be liable to either promptly pay AUD \$70 (Seventy Australian Dollars) to Grabox or will be required to forfeit the Deposit Fee paid at the time of registration.
- 26.3 **Survival Clauses**
- (a) The following clauses will survive the termination of this agreement: (9. Insurance), (10.3 Taxes), (15. Confidentiality Obligations), (16. Privacy), (17. GST), (18. Driver's Liability), (19. Driver's Limitation of Liability), (20. Grabox's Exclusion of Liability), (21. Grabox's Limitation of Liability), (22. Indemnity); (26. Consequences of Termination); (29. Dispute Resolution); and (30. Miscellaneous).

- (b) Clauses other than those mentioned above in clause 26.3(a) which by virtue of their nature are required to survive the termination of this agreement, shall survive the termination of this agreement.

---

## **27. TIME IS OF THE ESSENCE**

- 27.1 The parties hereby agree that time is of the essence in this agreement and in performance of every term, covenant and obligation contained in this agreement and any Instructions which Grabox may provide the Driver during the Term of this agreement.

---

## **28. FORCE MAJEURE**

- 28.1 If a Force Majeure Event occurs and prevents a party (the "Affected Party") from performing its obligations under this agreement, the Affected Party must:
  - (a) promptly notify the other party of the Force Majeure Event, the time it started and likely duration and the extent to which its obligations are affected;
  - (b) promptly take all necessary steps to remedy or mitigate the Force Majeure Event's effects, so as to resume full performance of its obligations as soon as reasonably possible; and
  - (c) take all action reasonably practicable to mitigate any loss suffered by the other party as a result of its failure to carry out its obligations.
- 28.2 Subject to clause 28.3, the Affected Party's:
  - (a) future obligations will be suspended for a period of up to one (1) calendar month solely to the extent it is able to demonstrate that it is prevented from performing its future obligations by the Force Majeure Event;
  - (b) past obligations, claims, liabilities, damages, costs, losses or expenses which have already been incurred by the Affected Party under this agreement prior to its future obligations being suspended, will not be affected in any way whatsoever.
- 28.3 The Affected Party must:
  - (a) continue to perform all unaffected obligations in accordance with this agreement;
  - (b) use reasonable endeavours to continue to perform the affected obligations whether by way of a work-around or other methods agreed with the other party; and
  - (c) notify the other party as soon as it is no longer affected by the Force Majeure Event.

---

## **29. DISPUTE RESOLUTION**

### **29.1 Mediation**

If there is a dispute between the parties which arises out of or in connection with this agreement, the parties will attempt in good faith to resolve the dispute amicably through mediation. The procedure for mediation is as follows:

- (a) a written notice shall be sent by the aggrieved party to the other party, containing the details of the dispute and all other relevant documents pertaining to the dispute;
- (b) an authorised representative of Grabox and the Driver, shall mediate the dispute in good faith in order to resolve the dispute on mutual consensus basis; and
- (c) the parties shall use its best efforts to resolve the dispute within 10 Business Days.

29.2 If no resolution is amicably reached on a mutual consensus basis between the parties, then the aggrieved party shall resolve their dispute through legal remedies which are subject to the exclusive jurisdiction of the courts of Sydney, NSW.

---

## **30. MISCELLANEOUS**

### **30.1 Notices**

- (a) A notice or other communication under or in connection with this agreement (**Notice**) must be in writing, signed by or for the sending party and may be delivered, sent or transmitted to the address or electronic mail of the receiving party as set out in this agreement or as notified from time to time.
- (b) A Notice is taken to be received by the addressee on the earlier of the time it is actually received by the addressee and:
- (i) (in the case of electronic mail) on the day after transmission provided that the sender of the Notice does not receive any system message indicating that the transmission of the Notice has been delayed or has failed;
  - (ii) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
  - (iii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail; and
  - (iv) (in the case of delivery by hand) on delivery,
- but if the communication is taken to be received on a day that is either not a business day or after 5.00 pm in the place of receipt, it is taken to be received at 9.00 am on the next business day in that location.

### **30.2 Entire agreement**

This agreement contains the entire understanding and agreement of the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct by the parties with respect to its subject matter.

### **30.3 Further assurances**

Each party will take all steps, execute all documents and do everything reasonably required by any other party to give effect to any of the transactions contemplated by this agreement.

### **30.4 Duty and costs**

Each party will bear its own costs, including legal expenses, arising out of the preparation and review of this agreement. All duty (other than GST) chargeable on this agreement and on any instruments entered into pursuant to this agreement will be borne equally by the parties.

### **30.5 Exercise of Rights**

The fact that if a party fails to do, or delays in doing something, which the party is entitled to do under this agreement, it does not amount to a waiver of that party's right to do it. If a party does not exercise a right or remedy fully or at a given time, the party may still exercise it later.

### **30.6 Remedies cumulative**

The rights and remedies provided in this agreement are in addition to other rights and remedies given by law independently of this agreement.

### **30.7 Waiver**

A provision of this agreement or a right created under it, may not be waived except in writing by the concerned party.

### **30.8 Amendment or Variation**

Grabox may at any time during the Term of this Agreement, in its sole discretion require to amend or vary any of the terms of this agreement. If any such amendment or variation is to

be carried out, a written notice will be provided to the Driver about the proposed amendment or variation. The Driver by continuing to provide Facilitative Services after receiving the written notification will be considered to have consented to the amendment or variation.

30.9 **Assignment**

The Driver may not novate, assign or subcontract this agreement or otherwise deal with any right, interest or benefit that it has under or in this agreement without the prior written consent of Grabox, which may be withheld in its absolute discretion.

30.10 **Severability**

If a clause or part of a clause is considered to be invalid or unenforceable, then that clause or part of a clause, will be read down in such a manner or removed, so as to not affect the validity or enforceability of the remaining provisions of this agreement.

30.11 **Independent Legal Advice**

Both parties confirm and declare that the provisions of this agreement are fair and reasonable under the circumstances and both parties having taken the opportunity to obtain independent legal advice and declare that this agreement is not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

30.12 **Counterparts**

This agreement may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

30.13 **Governing law & Jurisdiction**

This agreement is governed by the laws of New South Wales, Australia, without reference to the conflict of law principles, notwithstanding mandatory rules. Each party submits to the exclusive jurisdiction of the courts of Sydney, New South Wales for the purpose of hearing and determining any dispute relating to this agreement. The validity of this governing law and jurisdictional clause is not contested.

---