

THIS SUPPLIER AGREEMENT is entered into on 7/12/2017

BETWEEN

- 1 Steve Khouw of
[REDACTED] NSW [REDACTED] (“You”);
- 2 **DELIVEROO AUSTRALIA PTY LTD (ABN 73 607 915 640)** of Level 1, 3 Wellington Street, St Kilda, 3182, Victoria, Australia (“Deliveroo”)

BACKGROUND

- A. You are a supplier in business on your own account who wishes to arrange the provision of delivery services to Deliveroo subject to the terms and conditions below.
- B. You are free to supply the Services either personally or through someone else engaged by you in accordance with clause 9. For ease of reference, where an obligation involving the provision of Services or the provision of a warranty is set out in this Agreement (and save for clause 2.1, 9, 11 or where expressly stated otherwise), “you” should be read as meaning either you personally, or procured by you in relation to any person engaged by you. Should you choose to provide the Services through a third party in this way, you remain responsible for ensuring that the obligations set out in this Agreement are complied with.

IT IS AGREED AS FOLLOWS:

1 COMMENCEMENT AND DURATION

- 1.1 This Agreement commences on the date set out above and will continue until it is terminated by either party in accordance with clause 11 below.

2 SUPPLIER SERVICES

- 2.1 Deliveroo authorises You to arrange the provision of Services from time to time on the terms set out in this Agreement.
- 2.2 Throughout this Agreement, “Services” means the collection by you of hot/cold food and/or drinks (“Order Items”) from such restaurants or other partners (“Partners”) as are notified to you through the Deliveroo rider app (“App”), and the delivery of such Order Items by bicycle, car, motorbike or scooter or other agreed means to Deliveroo’s customers at such locations as are notified to you through the App.
- 2.3 You are not obliged to do any work for Deliveroo, nor is Deliveroo obliged to make available any work to you. Throughout the term of this Agreement you are free to work for any other party including competitors of Deliveroo.
- 2.4 It is entirely up to you whether, when and where you log in to perform deliveries, save that it must be in the specific city in which you were on-boarded.
- 2.5 In addition to and without limiting the operation of clause 2.4, Deliveroo uses an availability matching system to enable you, or your delegate, to indicate your availability to provide Services in a given area and time. Where your availability is matched and you are authorised to provide Services, you may log on using the App.
- 2.6 If you choose to use our flexible tool to indicate your availability and change your mind about your availability, you can inform Rider Support at any time in advance. If you are already logged in to the App and decide you no longer want to be available, you can log out at any time or use the in-App feature to indicate that this is your last order. Failing to do so impacts Deliveroo’s ability to provide a quality service to its customers, so it is important that you inform Deliveroo in advance or use any of the in-App features if you no longer wish to be available.
- 2.7 While logged into the App, you can decide whether to accept or reject any order offered to you and if you do not wish to receive offers of work at any time, you can use the “unavailable” status.

- 2.8 When you choose to provide Services by accepting an order, you are required to:
- 2.8.1 go to the Partner to collect the Order Items. You are then required to deliver the Order Items to the customer. In both instances, you are required to complete the Services within a reasonable time period, using any route you determine to be safe and efficient. If you do not complete delivery of any Order Items to the customer, you will be liable for the costs and expenses incurred by Deliveroo in connection with that uncompleted order, which amount will be set off against your Delivery Fees invoiced under clause 5.4.
 - 2.8.2 Be professional in your dealings with Deliveroo staff, other riders, restaurant personnel and members of the public while providing the Services, and provide the Services with due care, skill and ability.

3 HEALTH & SAFETY

- 3.1 You will be responsible for complying with all applicable work health and safety legislation and all of Deliveroo's work health and safety policies and procedures. Deliveroo's safety standards, as updated from time to time, will be communicated to you.
- 3.2 Deliveroo will comply with its responsibilities under all applicable work health and safety legislation and will provide appropriate work health and safety training to you prior to commencement of the supply of Services by you under this Agreement.
- 3.3 You will immediately (within 24 hours) inform a member of the Rider Support Team if you are involved in any accident or near miss when using your bicycle, car, motorcycle or scooter while supplying Services.
- 3.4 You will immediately (within 24 hours) inform a member of the Rider Support Team if you are charged with a criminal offence, arrested for a suspected criminal offence, interviewed by a regulatory body in relation to a suspected criminal offence or issued with a notice from a statutory or regulatory authority in connection with your conduct during the supply of Services or conduct occurring outside of the supply of Services, which may result in the impairment of your capacity to supply Services.
- 3.5 If Deliveroo wishes to conduct inquiries in relation to the matters described in this **clause 3**, you must assist Deliveroo with its reasonable inquiries and promptly cooperate with any requests by Deliveroo for information and documentation.

4 EQUIPMENT

- 4.1 You will provide the equipment necessary to provide the Services including your own smartphone; and bicycle, car, motorbike or scooter. You will comply with all applicable legal requirements in relation to the usage of such vehicle, will ensure that it is at all times in a good state of repair and roadworthy while providing the Services, and (if you ride a bicycle, motorbike or scooter) you confirm that you will use appropriate road safety equipment including a helmet and clothing which meets Deliveroo's safety standards and any legal or regulatory requirements.
- 4.2 If you drive a car, motorbike or scooter, you are required to provide Deliveroo with a copy of your current driver's license and registration to Deliveroo prior to commencement of Services.
- 4.3 You will not, at any time when providing Services, drive the car or ride the bicycle, motorbike or scooter while under the influence of drugs or alcohol or if your license is suspended, has expired or if you are disqualified from driving.
- 4.4 You will use food transportation equipment which meets Deliveroo's safety standards (including size and volume requirements).
- 4.5 Equipment which meets Deliveroo's safety and other standards can be obtained from Deliveroo.

5 FEES AND INVOICING

- 5.1 Deliveroo will pay you a delivery fee ("Delivery Fee") for each completed delivery.

- 5.2 Any Delivery Fee offered to you in accordance with clause 5.1 will be confirmed in advance in writing by Deliveroo. A completed delivery for these purposes is the collection of Order Items from a Partner and delivery to a customer.
- 5.3 You will pay Deliveroo an administrative fee of 5% of the total fees payable to you for the supply of Services including:
- 5.3.1 access to Deliveroo's proprietary software that allows you to supply the Services; and
 - 5.3.2 administrative services on your behalf, such as providing invoices; and
 - 5.3.3 public liability insurance, if you elect to be covered by the group insurance policy put into place by Deliveroo as set out in clause 7.1.
- 5.4 You will be paid based on an invoice. Deliveroo shall prepare an invoice, on a fortnightly basis, in respect of Services provided by you or your delegate in the previous fortnight. Where you receive such an invoice, you are required to advise Deliveroo promptly on receipt if you have any issues with the invoice, otherwise it will be deemed to be correct and Deliveroo shall proceed to pay your invoice by electronic transfer to your nominated bank account within 10 business days.
- 5.5 You should keep any tips or gratuities paid to you directly by any of Deliveroo's customers in respect of Services provided by you under this Agreement.
- 5.6 As a self-employed supplier, you are responsible for accounting for and paying any tax and insurance due in respect of sums payable to you under or in connection with this Agreement. You are required, at your own expense, to acquire and maintain at all times whilst this Agreement remains in operation, an Australian Business Number ("ABN") and will provide your ABN to Deliveroo on request.

6 WARRANTIES

- 6.1 As strict conditions of this Agreement you warrant upon commencement and continuously throughout the term of this Agreement that:
- 6.1.1 You have the right to reside and work in Australia and have all necessary visas, licenses and permits allowing you to do so;
 - 6.1.2 You have not been found guilty of a criminal offence, nor have any unspent criminal convictions, which would render you unable to perform the inherent requirements of the role of Supplier;
 - 6.1.3 You will comply with all other legal obligations (including the) which apply to you or the provision of the Services from time to time; and
 - 6.1.4 You will ensure that, to allow customers to track the progress of deliveries, Deliveroo is able to track using GPS technology the progress of any delivery which you agree to accept.

7 INSURANCE

- 7.1 In the case where you are providing your Services using a licensed vehicle (including a car, motorbike or scooter), You will obtain at your own cost the relevant compulsory third party injury cover and third party property damage motor vehicle insurance, which covers you for the business of food delivery and which shall remain in force in respect of the provision of Services by you throughout the life of this Agreement. You may also avail yourself of the group public liability insurance put into place by Deliveroo, which will work together with your own third party injury cover and property damage insurance, for which you will be liable to pay the fee to Deliveroo under clause 5.3. You shall, on request, supply Deliveroo with evidence that you have up-to-date cover. Any delegate appointed by you need not have their own insurance as long as they are covered under your insurance.

- 7.2 Alternatively, if you are providing your Services by bicycle then you will be covered by the group public liability insurance put in place by Deliveroo. However, if a claim is made by Deliveroo on your behalf under its group public liability insurance policy, you may be responsible for any excess payable in relation to any such claim.
- 7.3 You will indemnify Deliveroo, and continue to hold Deliveroo indemnified, against any liability, loss, damage, injury or death sustained by any person or to any property occasioned by the supply, or purported supply, of Services by you (or your delegate or subcontractor) under this Agreement, whether as a result of, or arising from negligence, breach of duty or breach of statute by you or any person employed or engaged by you.

8 LIABILITY

- 8.1 You acknowledge and agree that you (and not any delegate) are responsible for the provision of the Services if and when undertaken, regardless of whether actually delivered by you, and accept liability for any losses suffered by Deliveroo as a result of negligent provision of the Services by you or your delegate or sub-contractor.

9 RIGHT TO APPOINT A DELEGATE

- 9.1 Deliveroo recognises that there may be circumstances in which you may wish to engage others to provide the Services. Deliveroo is not prescriptive about this and you therefore have the right, without the need to obtain Deliveroo's prior approval, to arrange for another person to provide the Services (in whole or in part) on your behalf. This can include provision of the Services by others who are employed or engaged directly by you; however, it may not include an individual who has previously had their Supplier Agreement terminated by Deliveroo for a serious or material breach of contract or who (while acting as a delegate, whether for you or a third party) has engaged in conduct which would have provided grounds for such termination had they been a direct party to a Supplier Agreement. If your delegate uses a different vehicle type to you, you must notify Deliveroo in advance.
- 9.2 It is your responsibility to ensure your delegate(s) have the requisite skills and training, and to procure that they provide the warranties at clause 5 above to you for your benefit and for Deliveroo's benefit. In such event, you acknowledge that this will be a private arrangement between you and the individual and that you will continue to bear full responsibility for ensuring that all obligations under this Agreement are met. All acts and omissions of the delegate shall be treated as though those acts and/or omissions were your own. You shall be wholly responsible for the payment to or remuneration of any delegate at such rate and under such terms as you may agree with that delegate, subject only to the obligations set out in this Agreement, and the normal invoicing arrangements as set out in this Agreement between you and Deliveroo, continuing to apply.

10 CONFIDENTIALITY

- 10.1 Both during the term of this Agreement and following its termination you must not (unless required to do so by law) misuse any of Deliveroo's confidential information. Confidential information includes (but is not limited to) personal data identifying or relating to any of Deliveroo's suppliers, its employees and its customers (including but not limited to names, addresses and other personal information and details of other household members).

11 TERMINATION

- 11.1 You may terminate this Agreement with Deliveroo at any time and for any reason on giving Deliveroo immediate notice in writing.
- 11.2 Deliveroo may terminate this Agreement with you at any time and for any reason on giving you not less than one week's notice in writing.
- 11.3 Deliveroo reserves the right to terminate this Agreement with immediate effect in the event of any serious or material breach of any obligation owed by you (including for the avoidance of doubt where such breach is the responsibility of any delegate engaged by you).

12 DATA PROTECTION

- 12.1 You acknowledge that Deliveroo, and such third parties as may be appointed by Deliveroo from time to time, may need to process personal data about you and/or your delegate for a variety of legal and administrative purposes relating to your appointment as a supplier (including, but not limited to, for the purposes of assessing the provision of the Services, rider surveys and information, record keeping and invoicing). You will only process personal data about Deliveroo’s employees, customers and/or suppliers to the extent necessary to provide the Services in accordance with this Agreement. You, and any delegate, will maintain password protection on the smartphone that you use in the provision of the Services and keep your App login details and password confidential at all times. You agree that you will notify Deliveroo without undue delay after becoming aware of any personal data breach in respect of personal data about Deliveroo’s employees, customers and/or suppliers.
- 12.2 By entering into this Agreement you acknowledge that at any time during which you have indicated that you will be available to supply Services under this Agreement, and during which you are logged into the Deliveroo App, you will be subject to continuous GPS tracking.

13 COMPLIANCE WITH SLAVERY AND HUMAN TRAFFICKING LAWS

- 13.1 In performing your obligations under the Agreement, you shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes in place at the time including any anti-slavery policy adopted by Deliveroo communicated to you (and will ensure that any delegate engaged by you does the same).

14 MISCELLANEOUS

- 14.1 No person other than you and Deliveroo may enforce any term of this Agreement (for the avoidance of doubt, this includes any delegate engaged by you in the provision of the Services).
- 14.2 This Agreement contains the whole agreement between you and Deliveroo. You confirm that you are not entering into the Agreement in reliance upon any oral or written representations made to you by or on behalf of Deliveroo.
- 14.3 This Agreement is personal to you and may not be assigned to a third party without Deliveroo’s express written agreement (for the avoidance of doubt, this includes any delegate engaged by you in the provision of the Services).
- 14.4 No waiver by Deliveroo of any breach by you of the Agreement shall be considered as a waiver of any subsequent breach. A waiver of any term of the Agreement shall be effective only if given in writing and signed by Deliveroo. No failure or delay on the part of any party in exercising any right under the Agreement shall operate as a waiver of such right.
- 14.5 This Supply Agreement is governed by the laws of Victoria and each party to this Supply Agreement submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

EXECUTED AS AN AGREEMENT

DocuSigned by:
 Signed
The Supplier

Dated 7/12/2017

Signed
On behalf of Deliveroo

Dated 7/12/2017



Steve Khouw



Saturday, 14 December 2019

Ms Jodi Ingham
Head of Operations

Deliveroo Australia Pty. Ltd.
Level 2, 161 Collins Street
MELBOURNE VIC 3000

Dear Jodi,

I am a Deliveroo rider this is regarding your recent update to our Supplier Agreement. I am informing you that I do not agree with some elements of the new contract, however because in order for me to continue with delivering food and earn an income, I have no choice but to accept under protest.

Furthermore, please note that entering into a contract must involve the elements of free will and proper understanding of what each of the parties is doing. I suggest therefore that this new Agreement is illegal and void due to the following reasons:

1. **Undue Influence:** that there is a commercial relationship already established via the Agreement I executed; version dated 7 December 2017 however I am made to update it today otherwise the mobile application will remain disabled thereby preventing me from carrying out the original contract. You are in a position of undue influence here, thus the new agreement is void when I am forced to accept the terms of the new agreement with no recourse for negotiation or to remain with the existing agreement.
2. **Unconscionability:** Deliveroo also took unfair advantage of our commercial relationship, in that my dependence on securing income would be withheld if I do not agree to upgrade the contract. Such unconscionable conduct will again void this new Agreement, it is extremely disadvantageous to me.
3. **Unfair contract terms in standard form contract:** the new Agreement is offered on a "take it or leave it" basis. There are several terms in the new agreement that cause significant imbalances in my rights and obligations under the contract. Relative to the old contract, I am worse off:
 - a. Clause 3.2: Deliveroo no longer will provide training, instead you only go in as far to provide materials for training;
 - b. Clause 5.3 Deliveroo reduced the administration fee from 5 to 4 percent, but you removed the proviso for public liability insurance. This is so unilateral and unfair. I rather pay 5 percent fee in order to benefit from public liability insurance coverage that was available in the previous contract.
 - c. Clause 5.4 Deliveroo will prepare a "draft" invoice with no reference about advising Deliveroo should there be a dispute and to negotiate for settlement. So where is the dispute resolution

clause, for surely queries and disputes regarding invoices are quite normal? And I rather be paid weekly in alignment with your competitors;

- d. Clause 7.1 The new insurance scheme does not appear to be valid for riders who use motorised vehicle, not that it matters for me as I ride a bicycle, but it is distinct lessening of benefit for others. Also, if you provide insurance and serious about insuring for our welfare, it is unacceptable to force us to pay for the excess. You ought to pay 100 percent. I disagree with this provision.
- e. Clause 12.7: The agreement is governed by the laws of Victoria. This is inappropriate I rather have the contract subject to NSW laws for the place of work is after all in NSW. Surely you are not expecting both Deliveroo and I to comply with Victorian WHS legislation when the place of work clearly resides in NSW? There is a jurisdictional challenge here.
- f. Whereas the previous agreement has the provisions, there is now no requirement for me should I use motor vehicle or motorcycle or equivalent mode of transport, to possess a driver or rider licence and have the vehicle registered proper. It appears Deliveroo is no longer concern with respect to WHS of its drivers and riders, one would imagine licence and registration ought to be mandatory requirement; and
- g. Where is the provision for workers compensation? There is no mention of it.

I am also at a disadvantage in that I am not afforded resources and time to seek legal advice. Therefore, to expect me to agree a new contract or be barred from delivery services or even to be terminated as an outcome of this correspondence, is clear economic duress.

In conclusion, I sought to remain with the existing Agreement or negotiate fairer terms in the new Agreement, notwithstanding that I am compelled under protest, to execute a new agreement.

Yours sincerely,

Steve KHOUW

THIS SUPPLIER AGREEMENT is entered into on Thursday 12th December 2019

BETWEEN

1. Steve Khouw (ABN [REDACTED]) ("You"); of [REDACTED] NSW
1. DELIVEROO AUSTRALIA PTY LTD (ABN 73 607 915 640) of Level 2, 161 Collins Street, Melbourne,
2. Victoria, 3000, Australia ("Deliveroo")

BACKGROUND

- A. You are a supplier in business on your own account who wishes to arrange the provision of delivery services to Deliveroo subject to the terms and conditions below.
- B. You are free to supply the Services either personally or through someone else engaged by you in accordance with clause 9. For ease of reference, where an obligation involving the provision of Services or the provision of a warranty is set out in this Agreement (and save for clause 2.1, 5, 6.2, 9, 10 or where expressly stated otherwise), "you" should be read as meaning either you personally, or procured by you in relation to any person engaged by you.

IT IS AGREED AS FOLLOWS:

1. COMMENCEMENT AND DURATION

- 1.1. This Agreement commences on the date set out above and will continue until it is terminated by either party in accordance with clause 10 below.

2. SUPPLIER SERVICES

- 2.1. Deliveroo authorises You to arrange the provision of Services from time to time on the terms set out in this Agreement. "Services" means the collection by you of food, drinks and/or other items ("Order Items") from restaurants or other partners ("Partners") notified to you through the Deliveroo rider app ("App"), and the delivery of Order Items by bicycle (including e-bicycles), car or motorbike to Deliveroo's customers at locations notified to you through the App.
- 2.2. You are not obliged to do any work for Deliveroo, nor is Deliveroo obliged to make available any work to you. Throughout the term of this Agreement you are free to work for any other party including competitors of Deliveroo.
- 2.3. It is entirely up to you whether, when and where you log in and/or perform deliveries. The App enables you to log in and offer to provide Services at any time and in any area where Deliveroo anticipates a need for riders. Deliveroo makes available a self-service booking ("SSB") tool through the App which can be used to freely login, where Deliveroo has a need for services, or to book sessions when you want to work. Booking in advance using the SSB tool is optional, but if used and a booking is confirmed then you have an assurance that you will be able to log in to provide Services at a particular place and time.
- 2.4. While logged into the App, you can decide whether to accept or reject any order offered to you and if you do not wish to receive offers of work at any time, you can use the "offline" status.
- 2.5. When you choose to provide Services, you should:
 - 2.5.1. where you have accepted an order, and unless you choose to un-assign from the order, go to the Partner to collect the Order Items and then deliver the Order Items to the customer. In both instances, you should complete the Services within a reasonable time period, using any route you determine to be safe and efficient; and
 - 2.5.2. be professional in your dealings with Deliveroo staff, other riders, restaurant personnel and members of the public while providing the Services, and provide the Services with due care, skill and ability.

3. HEALTH & SAFETY

- 3.1. You are responsible for complying with all applicable work-related health and safety legislation and Deliveroo's work health and safety guidelines.

- 3.2. Deliveroo will comply with its responsibilities under all applicable work-related health and safety legislation and will provide appropriate work health and safety materials to you prior to commencement of the supply of Services by you under this Agreement. These materials are available online and you should ensure that any delegate is suitably aware of the content and will comply with it.
- 3.3. Please inform a member of the Rider Support Team if you or a delegate are involved in any accident or near miss when using your bicycle, car, motorbike or scooter while supplying Services as soon as possible after the occurrence of the incident.
- 3.4. If Deliveroo wishes to conduct inquiries in relation to the matters described in this clause 3, you must assist Deliveroo with its reasonable inquiries and promptly cooperate with any requests by Deliveroo for information and documentation.

4. EQUIPMENT

- 4.1. You will provide the equipment necessary to provide the Services including your own phone and vehicle.
- 4.2. While providing the Services, you will:
 - 4.2.1. comply with all applicable legal requirements in relation to the usage of your vehicle, and ensure that it is in a good state of repair and roadworthy;
 - 4.2.2. not use your vehicle while under the influence of drugs or alcohol; and
 - 4.2.3. use food transportation equipment and road safety equipment which meets Deliveroo's safety standards. Deliveroo's safety standards, as updated from time to time, will be communicated to you. Equipment which meets Deliveroo's safety standards can be obtained from Deliveroo.

5. FEES AND INVOICING

- 5.1. Deliveroo will pay you a delivery fee ("Delivery Fee") for each completed delivery. A completed delivery for these purposes is the collection of Order Items from a Partner and delivery to a customer.
- 5.2. The Delivery Fee is calculated in accordance with the Appendix attached to this Agreement. If you do not wish to accept the order for the Delivery Fee offered, you can reject the order.
- 5.3. You will pay Deliveroo an administrative fee of 4% (inclusive of any GST payable) of the total fees payable to you for the supply of Services in respect of administrative services provided to you by Deliveroo including:
 - 5.3.1. access to Deliveroo's proprietary software that allows you to supply the Services; and
 - 5.3.2. administrative services on your behalf, such as providing invoices.
- 5.4. Deliveroo will prepare a draft invoice, on a fortnightly basis (or on termination of this Agreement), in respect of Services provided by you or your delegate in the previous fortnight. Deliveroo will pay your invoice by electronic transfer to your nominated bank account.
- 5.5. You should keep any tips or gratuities paid to you directly by any of Deliveroo's customers in respect of Services provided by you under this Agreement.
- 5.6. As a supplier in business on your own account, you are responsible for accounting for and paying any tax and insurance due in respect of sums payable to you under or in connection with this Agreement. You are required, at your own expense, to acquire and maintain at all times whilst this Agreement remains in operation, an Australian Business Number ("ABN") and will provide your ABN to Deliveroo on request.

6. WARRANTIES

- 6.1. You warrant upon commencement and in respect of any time during which you intend to provide Services that:

- 6.1.1. you have the right to reside and work in Australia and have all necessary visas, licenses and permits allowing you to do so;
 - 6.1.2. You have no unspent convictions for any criminal offence;
 - 6.1.3. You are proficient in the use of your chosen vehicle and will comply with all legal obligations (including the Road Rules applicable in each State) which apply to you or the provision of the Services from time to time;
 - 6.1.4. You will ensure that, to allow customers to track the progress of deliveries, Deliveroo is able to track using GPS technology the progress of any delivery which you agree to accept.
- 6.2. You will notify Deliveroo of any driving or other conviction which may impact your ability to provide the Services.

7. INSURANCE

- 7.1. Deliveroo offers you insurance which covers specified liabilities to third parties, subject to the terms and conditions of the relevant policy (as in place at the time). While this insurance is provided free of charge, you (and not any delegate) are responsible for any excess fee payable in relation to any claim. You are also responsible for liaising with the insurer in relation to any claims relating to your rider account. We may on occasion disable your access to the App pending provision of such information to the insurer. Deliveroo may deduct such sums from fees payable to you if the excess fee is not paid by you to the insurer. If you provide services using a car or motorbike, you must obtain relevant third party liability insurance which covers you for the business of food delivery throughout any period in respect of which you provide Services. You will, on request, supply Deliveroo with evidence that you had or have up-to-date cover. Any delegate appointed by you need not have their own food delivery insurance as long as they are covered under your insurance.
- 7.2. Deliveroo also offers you insurance which covers specified injuries and other losses following an accident, subject to the terms and conditions of the relevant policy (as in place at the time).

8. LIABILITY

- 8.1. You acknowledge and agree that you (and not any delegate) are responsible for the provision of the Services if and when undertaken, regardless of whether actually delivered by you, and accept liability for any losses suffered by Deliveroo as a result of negligent provision of the Services by you or your delegate.

9. RIGHT TO APPOINT A DELEGATE

- 9.1. Deliveroo recognises your right to engage others to provide the Services. You have the right, without the need to obtain Deliveroo's prior approval, to arrange for another courier to provide the Services (in whole or in part) on your behalf. This can include provision of the Services by others who are employed or engaged directly by you; however, it may not include an individual who has previously had their Supplier Agreement terminated by Deliveroo for a serious or material breach of contract or who (while acting as a delegate, whether for you or a third party) has engaged in conduct which would have provided grounds for such termination had they been a direct party to a Supplier Agreement.
- 9.2. It is your responsibility to ensure your delegate(s) have the requisite skills and training, and meet the requirements set out in the warranties at clause 6 above. You continue to bear full responsibility for ensuring that all obligations under this Agreement are met. All acts and omissions of the delegate will be treated as though those acts and/or omissions were your own. You are wholly responsible for the payment to or remuneration of any delegate under such terms as you may agree with that delegate and the normal invoicing arrangements as set out in this Agreement between you and Deliveroo will continue to apply. Further information on working with delegates is

available on the rider community site, where you can also access the up-to-date onboarding videos and rider materials if you want to show these to your delegate at any time.

10. TERMINATION

- 10.1. You may terminate this Agreement with Deliveroo at any time and for any reason on giving Deliveroo immediate notice in writing.
- 10.2. Subject to 10.3, Deliveroo may terminate this Agreement with you at any time and for any reason but Deliveroo will give you not less than one week's notice in writing.
- 10.3. Deliveroo reserves the right to terminate this Agreement with immediate effect in the event of any serious or material breach of any obligation owed by you (including for the avoidance of doubt where such breach is the responsibility of any delegate engaged by you).

11. DATA PROTECTION

- 11.1. You must not (unless required to do so by law) use any confidential information of Deliveroo other than as set out in the Agreement and you must only process personal data relating to Deliveroo's customers ("Customer Data") in compliance with the following:
 - 11.1.1. you must only process Customer Data as required to provide the Services, including as notified to you through the App;
 - 11.1.2. you must inform Deliveroo as soon as possible of any data breach or if you are not able to provide the Services in compliance with this clause 11 or any applicable law or regulation relating to the processing, privacy, and use of personal data, that applies to you, Deliveroo and/or the Services;
 - 11.1.3. you must put in place and maintain appropriate measures to ensure that your processing of Customer Data is secure, for example, you should maintain password protection on the smartphone that you use to provide the Services and keep your App log-in details and password confidential at all times (except for providing them to a delegate in accordance with this Agreement);
 - 11.1.4. you must ensure that any delegates processing Customer Data on your behalf understand their obligation to keep Customer Data confidential and to treat it in accordance with this clause 11; and
 - 11.1.5. you must never retain any Customer Data after completion of, or unassignment from, an order (unless necessary in order to provide the Services and in accordance with this Agreement) and without unreasonable delay after Deliveroo's written request at any time, securely delete, return to Deliveroo or remove your access to any Customer Data.
- 11.2. Deliveroo processes your personal data and the personal data of your delegate(s) as described in the Rider Privacy Policy which can be found at <https://rider.deliveroo.com.au/rider-privacy>. You are responsible for ensuring that your delegate(s) understand the Rider Privacy Policy and this Agreement before riding with Deliveroo, and in particular that they know that their personal data processed by Deliveroo will be shared with you.

12. MISCELLANEOUS

- 12.1. In performing your obligations under the Agreement, you will comply with all applicable anti-slavery and human trafficking laws and/or policies communicated to you.
- 12.2. At any point when providing or arranging the provision of Services, if you or any delegate has any cause for concern in relation to personal safety or security, please contact the police immediately and notify the Rider Support Team of the relevant facts giving rise to your concern(s).
- 12.3. No person other than you and Deliveroo may enforce any term of this Agreement (for the avoidance of doubt, this includes any delegate engaged by you in the provision of the Services).

- 12.4. This Agreement contains the whole agreement between you and Deliveroo. You confirm that you are not entering into the Agreement in reliance upon any oral or written representations made to you by or on behalf of Deliveroo.
- 12.5. This Agreement is personal to you and may not be assigned to a third party without Deliveroo's express written agreement (for the avoidance of doubt, this includes any delegate engaged by you in the provision of the Services).
- 12.6. No waiver by Deliveroo of any breach by you of the Agreement shall be considered as a waiver of any subsequent breach. A waiver of any term of the Agreement shall be effective only if given in writing and signed by Deliveroo. No failure or delay on the part of any party in exercising any right under the Agreement shall operate as a waiver of such right.
- 12.7. This Agreement is governed by the laws of Victoria and each party to this Agreement submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

EXECUTED AS AN AGREEMENT

Signed  Dated 14/12/2019
The Supplier

Signed Dated 14/12/2019
On behalf of Deliveroo

Appendix

Vehicle Type	Fee per Delivery
Bicycles	\$9.00 per completed delivery
Motorised Vehicles	\$10.00 per completed delivery

