
From: Kitty Lu
Sent: Wednesday, 6 October 2021 3:24 PM
To: Future of work; Young Hou; Will Wang
Subject: Re: Select Committee on the impact of technological and other change on the future of work and workers in New South Wales - Post-hearing responses - 10 September 2021

Hi Helen,

Please see below for our response to the additional information/documentation as per requested:

Notification List:

1. Sydney Operating Suburb List (please kindly see attachment)
2. Current Delivery User Reward System (please kindly see attachment)
3. Delivery Income Calculation (please kindly see attachment)
4. Safety Guideline for EASI Franchisees (please kindly see attachment)
5. EASI Franchisee List (please kindly see attachment)
6. Delivery User T&C (please kindly see attachment)
7. Order Distribution Process Review (please kindly see attachment)
8. Delivery User Insurance Policy (please kindly see attachment)
9. Current Claim Records

In NSW, there are 2 potential claim cases currently in underwriting process, no completed case, no refused case.

Thank you.

Kitty Lu
Compliance Manager
Public Relations Manager
EASI GROUP

AU: Melbourne | Sydney | Brisbane | Adelaide | Perth | Hobart | Canberra | Geelong | Launceston | Wollongong

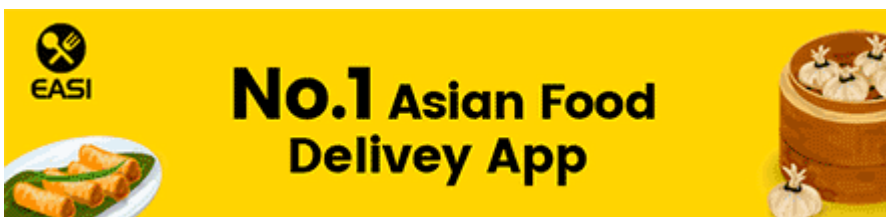
NZ: Auckland **US:** Los Angeles **UK:** London | Birmingham | Nottingham | Coventry

CA: Vancouver **JP:** Tokyo

M: | **E:**

Add: Unit 2, Level 5, 380 Docklands Drive, VIC 3008

Web: easi.com.au



From: Kitty Lu
Sent: Wednesday, 6 October 2021 3:39 PM
To: Future of work; Young Hou; Will Wang
Subject: Re: Select Committee on the impact of technological and other change on the future of work and workers in New South Wales - Post-hearing responses - 10 September 2021

Hi Helen,

Please see below for our response to the additional information/documentation as per requested:

Notification List:

10. Current Notifiable Incident Report Records

As per instructed and confirmed by Safework NSW, EASI's notifiable incident procedure has been updated from 01 August 2021 onwards, and please see attachment for notifiable incidents reported and the reference letter from Safework NSW accordingly.

11. Incident Records Have Given Safework NSW since 2014

EASI was the new brand name re-established based on the former Australia Delivery Group (AUDG) in late 2018 whereas all management and operations procedure have been restructured accordingly hence, we could not provide any records before the change over.

The internal reporting policies have also been updated a few times, and after the Improvement Notice (Notice No: 7-401378) received and emendation applied, the new notifiable incident record was started on 01 Aug 2021. In total, there were 2 cases reported to Safework NSW, and please see attachment for the relative incident reports and Safework NSW's reference letter.

12. Infringement Notice Records

EASI has not received any infringement notice from Safework NSW, but 3 improvement notices and 1 penalty notice in the past year as per listed below:

Improvement Notice:

- Notice No: 7-400193
- Notice No: 7-401378
- Notice No: 7-402679
-

Penalty Notice:

- Notice No: 7450438280
-

Please attachment for Notice letters.

Thank you.

Kitty Lu

Compliance Manager
Public Relations Manager

EASI GROUP

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M: | **E:**

Add: Unit 2, Level 5, 380 Docklands Drive, VIC 3008

1. Sydney Operating Suburb List (see next page)



Suburb	Postcode	Suburb	Postcode	Suburb	Postcode
Haymarket	2000	Chiswick	2046	breakfast point	2137
university of sydney	2006	Five Dock	2046	cabarita	2137
Ultimo	2007	Russell Lea	2046	concord	2137
Chippendale	2008	Wareemba	2046	north strathfield	2137
darlington	2008	abbotsford	2046	Rhodes	2138
Pyrmont	2009	rodd point	2046	concord west	2138
Surry Hills	2010	canada bay	2046	liberty grove	2138
Darlinghurst	2010	drummoyne	2047	Lidcombe	2141
Potts Point	2011	Petersham	2049	south granville	2142
Beaconsfield	2015	lewisham	2049	granville	2142
alexandria	2015	Camperdown	2050	holroyd	2142
eveleigh	2015	unsw sydney	2052	rosehill	2142
Redfern	2016	North Sydney	2060	clyde	2142
Waterloo	2017	cammeray	2062	regents	2143
Zetland	2017	northbridge	2063	birrong	2143
Eastlakes	2018	artarmon	2064	Auburn	2144
Rosebery	2018	riverview	2065	parramatta	2150
Botany	2019	st leonards	2065	harris park	2150
Banksmeadow	2019	greenwich	2065	North Parramatta	2151
mascot	2020	wollstonecraft	2065	sefton	2162
Paddington	2021	Lane Cove	2066	Greenacre	2190
Queens Park	2022	lane cove noth	2066	chullora	2190
Bondi junction	2022	lane cove west	2066	mount lewis	2190
Bellevue Hill	2023	chatswood	2067	belfield	2191
Waverley	2024	chatswood west	2067	Belmore	2192
Bronte	2024	willoughby	2068	Campsie	2194
Woollahra	2025	north willoughby	2068	Lakemba	2195
Bondi	2026	willoughby east	2068	wiley park	2195
Bondi Beach	2026	roseville	2070	roselands	2196
Tamarama	2026	roseville chase	2070	punchbowl	2196
Edgecliff	2027	castile cove	2070	Dulwich Hill	2203
Darling Point	2027	killara	2071	Marrickville	2204
Point Piper	2027	gordon	2072	wolli creek	2205
Double Bay	2028	west pymble	2073	arncliff	2205
Rose Bay	2029	macquarie university	2109	turrella	2205
Vaucluse	2030	gladesville	2111	Earlwood	2206
Dover Heights	2030	tennyson point	2111	clemton park	2206
Randwick	2031	Ryde	2112	Bexley	2207
colvelly	2031	putney	2112	bexley north	2207
colvelly west	2031	denistone east	2112	bardwell valley	2207
Kingsford	2032	Macquarie Park	2113	bardwell park	2207
daceyville	2032	north ryde	2113	kingsgrove	2208
Kensington	2033	West Ryde	2114	beverly hills	2209
Coogee	2034	denistone west	2114	narwee	2209
South Coogee	2034	denistone	2114	Peakhurst	2210
Pagewood	2035	meadowbank	2114	riverwood	2210
maroubra	2035	melrose park	2114	Rockdale	2216
maroubra south	2035	ermington	2115	kogarah	2217
Hillsdale	2036	rydalmere	2116	monterey	2217
Little Bay	2036	dundas valley	2117	ramsgate beach	2217



Malabar	2036	teloepa	2117	beverley pak	2217
Chifley	2036	dundas	2117	kogarah bay	2217
Matraville	2036	carlingford	2118	carlton	2218
eastgardens	2036	epping	2121	allawah	2218
Glebe	2037	epping north	2121	sans souci	2219
Forest Lodge	2037	Marsfield	2122	dolls point	2219
Annandale	2038	eastwood	2122	sandringham	2219
Rozelle	2039	newington	2127	hurstville	2220
Lilyfield	2040	sydney olympic park	2127	hurstville grove	2220
leichhardt	2040	wentworth point	2127	south hurstville	2221
Balmain	2041	silverwater	2128	connells point	2221
Birchgrove	2041	summer hill	2130	kyle bay	2221
Balmain East	2041	Ashfield	2131	blakehurst	2221
Newtown	2042	croydon	2132	mortdale	2223
Enmore	2042	croydon park	2133	oatley	2223
Erskineville	2043	Burwood	2134	sylvania	2224
Tempe	2044	Strathfield	2135	kangaroo point	2224
st peters	2044	strathfield south	2136		
sydenham	2044	enfield	2136		
Haberfield	2045	burwood heights	2136		



2. Current Delivery User Reward System (see next page)



EASI Driver Point and Level System and Rules

WHAT IS POINT AND LEVEL SYSTEM

- It is an organizational framework for encouraging good driver performance and behaviour where higher levelled drivers can access greater flexibility and more privileges as they demonstrate increased behaviour control;
- Drivers earn specific rewards, privileges, and negative consequences that are linked to specific feedbacks from customers and merchant partners;
- There are very specific criteria for moving up and down the level system that is consistent for all drivers on the system.

WHAT IS THE GOALS OF POINT AND LEVEL SYSTEM

- Increase appropriate public behaviour;
- Promote outstanding delivery performance;
- Foster drivers' personal improvement through self-management;
- Develop personal responsibilities for social, emotional, and job performance.

HOW DOES THE POINT AND LEVEL SYSTEM WORK

Drivers accumulate points through delivery job, and their level shall be calculated automatically by the App system to unlock correspondent entitlement. Points are accumulated by:

- Quantity of delivery jobs completed;
- Customer feedback;
- Merchant feedback;
- Hygiene and presentation.

The pointing algorithm is coded and calculated automatically; if drivers have any questions about their points and level, the individual can contact EASI customer service representative to appeal feedback shall be provided within 7 working days after enquiry received.



THE STRUCTURE OF EASI POINT AND LEVEL SYSTEM

LEVEL	ENTITLEMENT
Beginner	Long Distance Delivery Subsidy
	Area Surge Subsidy
	Level 1 Order Assignment Limit
	Level 1 Merchant Delivery Eligibility
	Level 1 Bonus Eligibility
Silver	Long Distance Delivery Subsidy
	Area Surge Subsidy
	Level 1 Order Assignment Limit
	Level 2 Merchant Delivery Eligibility
	Level 1 Bonus Eligibility
Gold	Long Distance Delivery Subsidy
	Area Surge Subsidy
	Level 1 Order Assignment Limit
	Level 2 Merchant Delivery Eligibility
	Level 1 Bonus Eligibility
	Subsidised Gear Package
Platinum	Long Distance Delivery Subsidy
	Area Surge Subsidy
	Level 2 Order Assignment Limit
	Level 3 Merchant Delivery Eligibility
	Level 2 Bonus Eligibility
	Subsidised Gear Package
	EASI Reward Voucher
Diamond	Long Distance Delivery Subsidy
	Area Surge Subsidy
	Level 2 Order Assignment Limit
	Level 3 Merchant Delivery Eligibility
	Level 3 Bonus Eligibility
	Subsidised Gear Package
	EASI Reward Voucher
	Priority Customer Service Support

** Level of order assignment limit and bonus eligibility shall be reviewed, renewed and released fortnightly, and may be affected due to special conditions such as severe weather and etc.*



3. Delivery Income Calculation

- **Car & Motorbike:** \$6.56 for first 2km and \$1.70 for every additional kilometre
- **Bike & E-bike:** \$5.78 for first 1km and \$1.10 for every additional kilometre

(Less 10% platform service administration fee to be charged)



EASI Delivery Driver

Safety Recommendation to EASI Franchisees

Table of Content

1. Car and Motorcycle Safety Instruction
2. Bicycle Rider Safety Instruction
3. Fatigue Management
4. Violence Prevention
5. Incident Report
6. Emergency Alert

1. Car and Motorcycle Safety Instruction

Roundabouts

- **Approaching a roundabout**

Drivers approaching a roundabout must use their indicator if they intend to turn left or right, or make a U-turn at the roundabout. They must give other road users sufficient notice of their intent to turn.

- **Entering a roundabout**

Drivers must slow down or stop to give way to any vehicle already in the roundabout. Drivers must also continue to use their indicator if they intend to turn left, right or make a U-turn.

- **Turning Left**

Drivers must indicate left on approach and be travelling in the left-hand lane (unless there are road markings with other instructions), stay in the left lane and exit in the left lane.

- **Going Straight ahead**

There is no requirement for drivers to signal when approaching the roundabout, if they are going straight ahead. Drivers may approach the roundabout from either the left or right lane (unless there are road markings with other instructions).

Roundabouts (Cont'd)

- **Turning right**

Drivers must indicate right on approach and be travelling in the right-hand lane (unless there are road markings with other instructions).

- **Making a U-turn**

When using a roundabout to make a U-turn, drivers must approach in the right lane and signal right..

- **Changing lanes in a roundabout**

Drivers may change lanes in a roundabout if they wish. The usual road rules for changing lanes apply. Drivers must use their indicator and give way to any vehicle in the lane they are entering.

- **Exiting a roundabout**

Just like exiting any road, drivers must signal left when leaving a roundabout, if it is practical to do so. And stop indicating as soon as they have exited the roundabout. When travelling straight ahead on a small single lane roundabout, it may be impractical to indicate left when exiting. All drivers are required to drive carefully and slow down or stop when there is a chance of a crash with another vehicle.

Giving way to pedestrians when turning

- **If a driver is turning left or right at an intersection, the driver must give way to any pedestrian crossing the road the driver is entering.**
- **This applies to intersection with and without traffic lights. However, this rule does not apply at roundabouts.**

Mobile phones

- **A mobile phone can only be used while driving:**
 - ✓ **If it is secured in a commercially manufactured and designed mounting which is fixed to the vehicle and does not obscure the driver's view of the road or**
 - ✓ **If it can be operated by the driver without touching any part of the phone, for example through the use of Bluetooth technology or voice activation.**

- **While driving, a mobile phone cannot:**
 - ✓ **rest on the driver's leg, between the shoulder and ear, or on any other part of the driver's body,;**
 - ✓ **Be used for text message, video messaging, emailing or similar; or**
 - ✓ **Be held in the driver's hand other than to pass it to a passenger.**

Mobile phones (Cont'd)

- **Drivers can only use a hand-held mobile phone if their vehicle is parked in an authorized parking spot. They can not use a hand-held mobile phone while stopped at traffic lights. Drivers may use the navigational or GPS function and audio functions of a phone while driving, provided the phone is secured in a fixed mounting.**
- **Learner and P1 drivers are not permitted to use any function of a phone while operating a vehicle.**

Merging

- **Merging when the number of lanes is reduced**

When a driver is travelling on a road without lane markings and the number of lanes or lines of traffic is reduced, they must merge by giving way to any vehicle that is ahead of them.

- **Changing lanes when a marked lane ends**

When a driver is travelling in a marked lane which is ending and is required to cross a broken painted line to enter the adjacent lane, the driver must give way to the traffic travelling in the lane being entered.

Keeping left

On multi-lane roads with a speed limit of more than 80km/hr, motorists must not drive in the right-hand lane unless they are:

- overtaking
- turning right or making a U-turn
- avoiding an obstacle
- driving in congested traffic
- driving in a special purpose lane or if there is a left lane must turn left sign or a left traffic arrow and the driver is not turning left.

If a “Keep Left Unless Overtaking” sign is displayed, the requirement applies regardless of the speed limit.

Using headlights and fog lights

- **High beam**

A driver must not use their headlights on high beam if travelling:

- ✓ Less than 200m behind a vehicle travelling in the same direction
- ✓ Less than 200m from an oncoming vehicle

It is an offence to flash the vehicle's headlights unless the vehicle is being used to respond to an emergency.

- **Must not dazzle**

A driver must not use any light fitted to their vehicle that may dazzle another road user.

- **Fog lights**

A driver is only permitted to use fog lights if driving in fog, mist or other atmospheric condition that restricts visibility.

Using headlights and fog lights (Cont'd)

- **Spot lights**

A driver must only use a spot or search light if:

- ✓ The vehicle is stationary, and the light is being used for making adjustments or repairs to a vehicle. The light must not be projected more than six metres.
- ✓ The lights is used temporarily to read a house number or notice board.

- **Lights**

When driving at night, or in conditions where there is insufficient daylight to render a person dressed in dark clothing discernible at a distance of 100m, a driver's vehicle must have clearly visible:

- ✓ headlights;
- ✓ tail lights;
- ✓ number plate lights;
- ✓ clearance lights and side marker lights if they are fitted to the vehicle.

It is recommended that in some daytime situations driving with the vehicle's headlights on can improve the likelihood of being seen by other road users.

U-turns

- **Making a U-turn**

When making a U-turn, a driver must:

- ✓ have a clear view of any approaching traffic;
- ✓ be able to make the turn without unreasonably obstructing the free movement of traffic; and
- ✓ give way all vehicles and pedestrians.

- **Making a U-turn**

Drivers are not permitted to make a U-turn at traffic lights unless there is a 'U-Turn Permitted' sign displayed or a green U-turn light is displayed.

U-turns (Cont'd)

- **Drivers are not allowed to make a U-turn:**
 - ✓ at an intersection without traffic lights, where a 'no U-turn' sign is displayed;
 - ✓ at a break in a driving strip where a 'no U-turn' sign is displayed
 - ✓ across any of the following:
 - a single continuous dividing line;
 - a single continuous dividing line to the left of a broken line; and
 - two parallel continuous dividing lines.

Safety following distances

- **Drivers must keep sufficient distance behind a vehicle travelling in front of them to safely avoid a collision.**
- **Safe following distances may vary depending on the conditions, the type of vehicle and the speed at which the vehicle is travelling. As a general rule, when following a vehicle, the driver should travel three seconds behind the vehicle in front to provide sufficient time to avoid a crash.**
- **To calculate a three second space when following another vehicle, drivers can use the basic time-lapse method technique:**
 - ✓ Drivers should select a mark or object on the left-hand side of the road, for example a sign or a power pole.
 - ✓ As the rear of the vehicle ahead passes the chosen object, the driver counts 'one thousand one, two thousand two, three thousand three'. This should take about three seconds.
 - ✓ If the driver's car passes the chosen object before finishing the three second count, then they are travelling too close to the vehicle in front. There is not enough crash avoidance space so the driver should slow down and repeat the exercise to ensure the three second gap is achieved.
 - ✓ In poor conditions such as rain, gravel roads or dim light, it may be necessary to increase the travelling distance to four seconds to increase the crash avoidance space.

School zones

- **A school zone is the area around a school with a speed limit of 40km/hr. Between the 'School Zone' and 'End School Zone' signs, drivers must obey the school zone speed limit.**
- **The school zone speed limit applies on each state's gazetted school days and during the time detailed on the school zone sign.**
- **Pupil free days fall within the gazetted school days, thus school zones are operating and enforceable.**
- **Some non-government schools do not operate on gazetted school days. Motorists should be aware that school zones still operate and enforceable on these days.**
- **There are a small number of schools with different school zone time – these will be detailed on the school zone sign.**

Yellow traffic lights

- **A yellow (amber) traffic light or arrow means stop. A driver approaching traffic lights showing a yellow traffic light must stop if the driver can stop safely before reaching the stop line or traffic lights.**

- **Penalties apply for drivers who fail to stop at a yellow light, unless it is unsafe to do so.**

2. Bicycle Rider Safety Instruction

Bicycle Rider Safety Instructions

- **Check that the lights, brakes, pedals, chain lubes, wheel seat and locks of the bikes are safe to ride.**
- **Have a white front light and red rear light lit at night and have your bicycle fitted with a red-light reflector on the rear.**
- **Not use mobile phones while riding.**
- **Bike lanes:**
 - ✓ not ride on the footpath;
 - ✓ not ride against a one-way street;
 - ✓ keep to the left and give way to pedestrians;
 - ✓ not misuse bicycle path, separated footpath or shared path;
 - ✓ only park your bike on the designated parking area and remember to lock your bike.

Bicycle Rider Safety Instructions (Cont'd)

- **Follow the Signs:**
 - ✓ Obey traffic sign; and
 - ✓ Speed limit.
- **Turning and Indicating:**
 - ✓ Indicating is mandatory for cyclists turning right.
- **Overtaking and following a vehicle**
 - ✓ Cyclists are usually permitted to overtake on the left side of a vehicle when riding in the bike lane.
 - ✓ Riders are not permitted to follow closer than 2m behind the vehicle.
- **E-Bike Consideration:**
 - ✓ Motor are also speed limited to 25kph, requiring the rider to use their own steam should you wish to go faster.
- **Wear a Helmet:**
 - ✓ Wear bicycle helmet at all times while riding.

3. Fatigue Management

Sign of Fatigue

Signs of fatigue includes:

- **Tiredness even after sleep;**
- **Reduced hand-eye coordination or slow reflexes;**
- **Short term memory problems and an inability to concentrate;**
- **Blurred vision or impaired visual perception;**
- **Need for extended sleep during days off work.**

Recommendation

EASI recommend you:

- **to take 30-60 minutes break after 5.5 hours of continuous work;**
- **to take a 10-hour-break or longer between finishing work on 1 day and starting to work the next day;**
- **to understand your sleep, rest and recovery needs and get adequate rest and sleep;**
- **to seek medical advice and help if you have or are concerned about a health condition that affect your sleep and/or causes fatigue;**
- **to assess your own fitness for work before starting;**
- **to monitor your level of alertness and concentration while you are online;**
- **to look out for signs of fatigue in the people you work with;**
- **to log offline anytime if you have shown any symptoms of fatigue.**

Fatigue Reminders

EASI shall send off fatigue reminders in app to delivery users who have stayed continuously online at the 8th, 10th and 12th hour and every hour afterwards regardless how many orders they have picked up, hence to remind them to get rest.

4. Violence Prevention

Interpretation of Violence

Occupational violence is a problem with significant legal, economic, and emotional consequences for employers and any individuals. The incident may involve physical act of violence that results in fatal or non-fatal injury; or some form of bullying or harassment, and detailed violent behaviours can include:

- verbal abuse and intimidation;
- denigration;
- isolation;
- taking credit for work without acknowledgement;
- making competent recipients appear incompetent.
- inducing exhaustion through work overload;
- initiation and “bastardisation” rituals;
- threats; and/or;
- physical assault;

EASI upholds ‘No’ tolerance towards any form of violent behavior.

EASI Statement of Violence

EASI Statement:

“EASI aims to provide a working environment that promotes courtesy, trust, equity, and mutual respect across the workforce. All acts of threatening behaviour, bullying, harassment, intimidation, threats, and physical violence are expressly prohibited. In order to ensure widespread adoption of our zero-tolerance policy, a consultative framework involving management, employees, and workers/ partners will be maintained. Our mission is to achieve “best practice” in the prevention of violence.”

Violence Prevention

If anyone has been found in breach of violence referred to the interpretation, EASI reserves the right to take following actions against the delivery drivers:

- temporary account suspension
- permanent account deactivation
- report to police or relative government bodies

5. Incident Report

Notifiable Incidents

- 1. death;**
- 2. a person needing medical treatment within 48 hours of being exposed to a substance;**
- 3. a person needing immediate treatment as an in-patient at a hospital;**
- 4. a person needing immediate medical treatment for one of the following injuries:**
 - amputation;**
 - serious head injury or serious eye injury;**
 - removal of skin (example: de-gloving/scalping);**
 - electric shock;**
 - spinal injury;**
 - loss of bodily function;**
 - serious lacerations (example: requiring stitching or other medical treatment).**

Report to

VIC -1800 136 089



NSW -13 10 50



QLD - 1300 362 128

Show apps



WorkSafe.qld.gov.au

ACT - 13 22 81

WORKSAFEACT SAFE + HEALTHY WORKPLACES

WA - 1300 307 877



Government of Western Australia
Department of Mines, Industry Regulation and Safety

TAS - 1300 366 322



SA - 1300 365 255



SafeWork SA

6. Emergency Alert

Emergency Alert

The Emergency+ App is highly recommended to download on the phone (Android or iPhone). In an emergency, time and location accuracy are critical, the national app developed by AUSTRALIA'S EMERGENCY SERVICES and aiming to help people to call the right number at the right time anywhere in Australia.

IN AN EMERGENCY



Save the app that could save your life



triplezero.gov.au



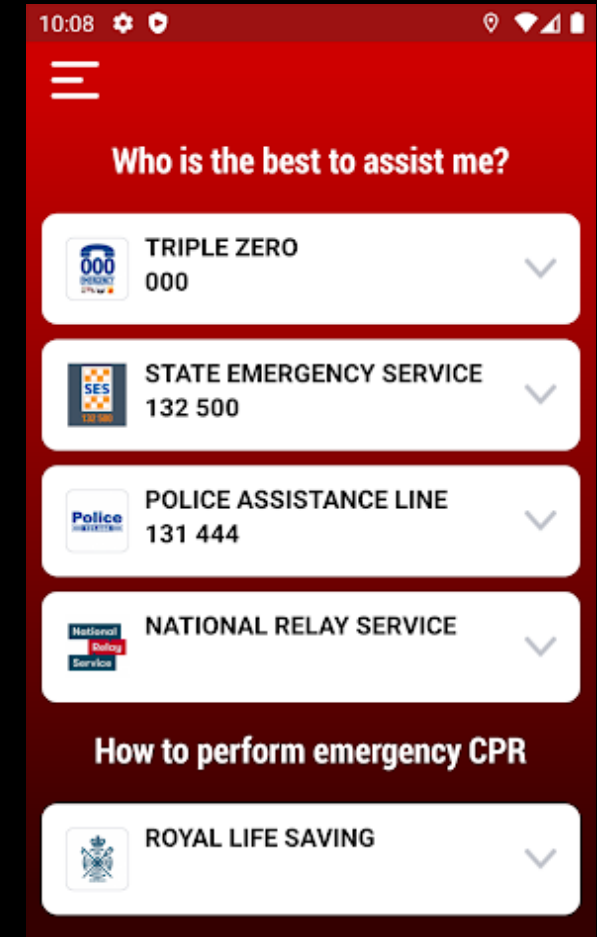
Triple Zero (000)
For emergencies or life threatening situations.



Police Assistance Line (131 444)
For non emergencies.



Crime Stoppers (1800 333 000)
To provide crime information. It can be anonymous.



Emergency Alert



DELIVERY RIDER/ DRIVER INCIDENT REPORT FORM

To be completed in the event of a delivery rider/driver being involved in or witnessing any incident that has resulted in an injury to a person that requires or required more than basic first-aid. The form should also be used to report an incident, a major non-conformance, unsafe practice or a near miss/hit that could have resulted in a serious injury.

Personal details

Surname:	First name(s):	DOB:
Gender:	Visa Status:	
Delivery ID:	Relative Order No. (if applicable):	
Address:		
Mobile:		
Email address:		

** If you have personal private insurance insurance, please provide detail information:*

Thank You.

5. EASI Franchisee List (see next page)



Region	State	Franchisee Company Information
Maribyrnong	VIC	Maribyrnong Food Delivery Pty Ltd (ACN 633 543 496) of Suite 2, Level 5, 380 Docklands Drive, Docklands VIC 3008, Australia
City of Darebin		AMOY EASI Pty Ltd (ACN 634 995 949) of 5 Woodlawn Circuit, Macleod, VIC 3085, Australia
Wollongong	NSW	EASI Wollongong Pty Ltd (ACN 640 972 532) of U156/45 Eastlake Parade, Kingston, ACT 2604, Australia
Parramatta		EASI Parra Pty Ltd (ACN 642 987 335) of Rosehill, Parramatta, NSW 2150, Australia
The Hills Shire		L&T Espresso Pty Ltd (ACN 634 004 621) of 266-268 Bourke Street, Darlinghurst, NSW 2010, Australia
Canterbury and Inner West Council		Cheung & Zhou Pty Ltd (ACN 643 326 881) of 254 Carrington Avenue, Hurstville, NSW 2220, Australia
Hobart and Launceston	TAS	Tasmania Delivery Pty Ltd (ACN 625 159 239) of 75 Liverpool Street, Hobart, TAS 7000, Australia
Brisbane	QLD	YANGTZE Australia Pty Ltd (ACN 634 831 066) of Unit 7, 51 Freda Street, UPPER MOUNT GRAVATT, QLD 4122, Australia
Gold Coast		EASI Gold Coast Pty Ltd (ACN 639 794 068) of Unit 7, 51 Freda Street, UPPER MOUNT GRAVATT, QLD 4122, Australia
Canberra	ACT	1348 Pty Ltd (ACN 640 972 532) of U159/45 Eastlake Parade, Kingston, ACT 2604, Australia
Adelaide	SA	Adelaide Food Delivery Pty Ltd (ACN 620 488 628) of Unit 2, Gouger Street, Adelaide, SA 5000, Australia



6. Delivery User T&C (see next page)



Terms and Conditions for EASI Delivery User

Last update: 29 July 2021

This Terms and Conditions (“T&Cs”, hereinafter also referred to as the “Agreement”) constitutes a legally binding agreement between a natural person,

you (hereinafter also referred to as “Delivery User” or “Delivery Service Provider”) and

EASI Australia Pty Ltd (ACN 628 727 060) of Unit 2, Level 5, 380-394 Docklands Drive, Docklands, VIC 3008, Australia (hereinafter referred to as “EASI”).

Recitals

Welcome to <https://www.easi.com.au/terms.html> (the “Website”). The Website provides you with an opportunity to read through all the terms in the Agreement prior to rendering your services as a Delivery User to EASI referred to as the “Delivery Service” which will be defined in below. Upon your execution of this Agreement, you and EASI shall be bound by the terms and conditions set forth in this Agreement. “EASI Group” shall be taken as a reference to EASI and each of its affiliates. You acknowledge and agree that EASI or EASI Group is a Technology Service Provider rather than a Delivery Service Provider. In order to provide the Delivery Services, you need to download an on-demand mobile application in “delivery” or “driver” version (the “EASI App”) on Google Play Store or Apple App Store, as the EASI App may be updated by EASI or its affiliates from time to time. The Website and EASI App are owned and operated by EASI or EASI Group.

1. Definitions and Interpretation

“Addendum” means an addendum to this Agreement setting forth additional Territory-specific and/or service-specific terms, as made available and as updated by EASI from time to time.

“Affiliate” means an entity that, directly or indirectly, controls, is under the control of, or is under common control with a party, where control means having more than fifty percent (50%) of the voting stock or other ownership interest or the majority of the voting rights of such entity, the ability of such entity to ensure that the activities and business of that Affiliate are conducted in accordance with the wishes of that entity or the right to receive the majority of the income of that Affiliate on any distribution by it of all of its income or the majority of its assets on winding up.

“Delivery Fee” has the meaning set forth in clause 4.1.

“Delivery Recipient” means the intended recipient of goods being delivered by you in connection with your Delivery Services.

“Delivery Recipient Information” means information about a Delivery Recipient made available to you in connection with a request for and use of Delivery Services, which may include delivery drop-off location, a Delivery Recipient’s name, a Delivery Recipient’s contact information, a Delivery Recipient’s signature, and a Delivery Recipient’s photo, as well as any other relevant details specific to the items to be delivered.

“Delivery Service(s)” means your provision of delivery services to or on behalf of Users via the EASI Delivery Services in the Territory using the applicable Transportation Method.

“Provider App” means the mobile application licensed to you by EASI that enables delivery providers to access the EASI Delivery Services for the purpose of seeking, receiving and fulfilling on-demand requests for delivery services by Users, as may be updated or modified from time to time.

“Provider ID” means the identification and password key assigned to you that enables you to use and access the Provider App.

“Service Fee” has the meaning set forth in clause 4.4.

“Territory” means the city or metro areas within the State of Victoria, New South Wales and Western Australia in which you are enabled by the Provider App to receive requests for Delivery Services.

“Tolls” means any applicable road, bridge, ferry, tunnel and airport charges and fees, including inner-city congestion, environmental or similar charges as reasonably determined by the EASI Delivery Services based on available information.

“Transportation Method” means a mode of transportation that: (a) meets the then-current EASI requirements for the delivery of the applicable items by you when using the EASI Delivery Services or Provider App (e.g., if Delivery Services require a motor vehicle, then “Transportation Method” shall mean a motor vehicle); and (b) EASI authorizes for your use for the purpose of providing Delivery Services.

“EASI App/Website” means the mobile application provided to authorized Users seeking on-demand requests for delivery services.

“EASI Data” means all data related to the access and use of the EASI Delivery Services hereunder, including all data related to Users (including User Information), all data related to Delivery Recipients (including Delivery Recipient Information), all data related to the provision of Delivery Services via the EASI Delivery Services and the Provider App, and the Provider ID.

“User” means an end user (an individual or an entity) authorized by EASI to use the EASI App/Website for the purpose of requesting Delivery Services offered by EASI’s delivery provider customers (for clarity, such Delivery Services may be obtained in either of the following ways by a User: (a) to receive specific goods from a third party (including goods purchased from a third party (e.g., a restaurant), or (b) to deliver specific goods to a third party).

“User Information” means information about a User made available to you in connection with a request for and use of Delivery Services, which may include delivery pick-up location, delivery drop-off location, the User’s name, the User’s contact information, the User’s signature, and the User’s photo, as well as any other relevant details specific to the items to be delivered.

“Your Device” means a mobile device owned or controlled by you: (a) that meets the then-current EASI specifications for mobile devices; and (b) on which the Provider App has been installed as authorized by EASI solely for the purpose of providing Delivery Services.

2. Use of the EASI Delivery Services

2.1 Provision of Delivery Services. When the Provider App is active, User requests for Delivery Services may appear to you via the Provider App if you are available and in the vicinity of the User. The User request may also specify the User’s required deadline for your completion of the Delivery Services. If you accept a User’s request for Delivery Services, you will be provided with certain User Information, Delivery Recipient Information, and User instructions via the Provider App, including (as applicable) the User’s first name and the pickup and drop-off location of the applicable goods to be delivered. In order to enhance User satisfaction with the Provider App and your Delivery Services, it is recommended that you follow the User instructions for pickup and drop-off, including details of the location within the building address to pick-up/drop-off a package and waiting at least ten (10) minutes for a User or Delivery Recipient to appear at the requested pick-up or drop-off location. You acknowledge and agree that once you have accepted a User’s request for Delivery Services, the EASI App/Website may provide certain information about you to the User and Delivery Recipient, including your first name, contact information, photo and location, and as applicable, information about your Transportation Method. You shall not contact any Users or Delivery Recipients or use any User’s personal information for any reason other than for the purposes of fulfilling Delivery Services. You acknowledge and agree that: (a) you are not entitled to sub-license your EASI’s Delivery Driver account to any third party and shall be solely responsible for all the losses and damages (if any), which results from your sub-licensing behavior; (b) you shall be solely responsible for determining the most effective, efficient and safe manner to perform each instance of Delivery Services; and (c) except for the EASI Delivery Services, you shall provide all necessary equipment, tools and other materials, at your own expense, necessary to perform Delivery Services. Additionally, depending on the type of Delivery Services you are providing, you acknowledge that you may need to acquire third party inventory from various locations from time to time in order to fulfill certain requests for Delivery Services. To provide Delivery

Services, you may need to accept from time-to-time, certain additional terms, as set forth in an Addendum.

2.2 Your Relationship with Users and Delivery Recipients. You acknowledge and agree that your provision of Delivery Services to Users creates a direct business relationship between you and the User, to which EASI and its Affiliates are not a party. EASI and its Affiliates are not responsible or liable for the actions or inactions of a User or Delivery Recipient in relation to your activities or your Transportation Method. You shall have the sole responsibility for any obligations or liabilities to Users, Delivery Recipients or other third parties that arise from your provision of Delivery Services. You acknowledge and agree that you are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate insurance that meets the requirements of all applicable laws) regarding any acts or omissions of a User, a Delivery Recipient or other third party.

2.3 Your Relationship with EASI Group. You acknowledge and agree that EASI's provision of the EASI Delivery Services creates a legal and direct business relationship between EASI and you. You also acknowledge and agree that EASI's licence to you of the Provider App creates a legal and direct business relationship between EASI and you. EASI shall not be deemed to, direct or control you generally or in your performance under this Agreement specifically, including in connection with your provision of Delivery Services, your acts or omissions, or your operation and maintenance of your Transportation Method. Except as expressly set out herein, you retain the sole right to determine when, where, and for how long you will utilize the Provider App or the EASI Delivery Services. You retain the option, via the Provider App, to attempt to accept or to decline or ignore a User's request for Delivery Services via the EASI Delivery Services, or to cancel an accepted request for Delivery Services via the Provider App, subject to EASI's then-current policies. You are not required to: (a) display EASI's or any of its Affiliates' names, logos or colors on your Transportation Method; or (b) wear a uniform or any other clothing displaying EASI's or any of its Affiliates' names, logos or colors. The foregoing does not apply if you and EASI (as applicable) have agreed otherwise or if so required by law. You acknowledge and agree that you have complete discretion to provide services or otherwise engage in any business or employment activities. For the sake of clarity, you understand that you retain the complete right to: (i) use other software application services in addition to the EASI Delivery Services and the Provider App; and (ii) engage in any occupation or business. EASI retains the right, at any time at its sole discretion, to restrict you from using the EASI Delivery Services in the event of a violation of this Agreement or any relevant EASI policy, your disparagement of EASI or any of its Affiliates, or your act or omission that causes harm to EASI's or its Affiliates' brand, reputation or business as determined by EASI in its sole discretion. EASI also retains the right to restrict you from using the EASI Delivery Services for any other reason at the sole and reasonable discretion of EASI. EASI retains the right to, at any time at its sole discretion, deactivate or otherwise restrict you from accessing the Provider ID and/or Provider App, in the event of a violation of this Agreement, any relevant EASI policy, including the Community Guidelines or the EASI Privacy Policy (located at <https://www.easi.com.au/policy/>), your disparagement of EASI or any of its Affiliates, your act or omission that causes harm to EASI's or its Affiliates' brand, reputation or

business as determined by EASI in its sole discretion. EASI also retains the right to deactivate or otherwise restrict you from accessing the Provider ID and/or Provider App, for any other reason at the sole and reasonable discretion of EASI.

2.4 Ratings. You acknowledge and agree that: (a) after completion of an instance of Delivery Services, a User and/or Delivery Recipient may be prompted by the EASI App/Website to provide a rating of you and such Delivery Services and, optionally, to provide comments or feedback about you and such Delivery Services; and (b) after providing Delivery Services, you will be prompted by the Provider App to provide a rating of the User and, optionally, to provide comments or feedback about the User. You shall provide your ratings and feedback in good faith. EASI and its Affiliates reserve the right to use, share and display your, User and Delivery Recipient ratings and comments in any manner in connection with the business of EASI and its Affiliates without attribution to you or your approval. You acknowledge and agree that EASI and its Affiliates are distributors (without any obligation to verify) and not publishers of User, Delivery Recipient and your ratings and comments, provided that EASI and its Affiliates reserve the right to edit or remove comments in the event that such comments include obscenities or other objectionable content, include an individual's name or other personal information, or violate any privacy laws, other applicable laws, or EASI's or its Affiliates' content policies. There is no obligation on you, a User or a Delivery Recipient to provide ratings or comments nor is there any consequence for not providing a rating.

2.5 Your Device. You are responsible for the acquisition, cost and maintenance of Your Device as well as any necessary wireless data plan that you use to access the Provider App. EASI grants you a personal, non-exclusive, non-transferable, non-sublicensable right to install and use the Provider App on Your Device solely for the purpose of providing Delivery Services. You agree to not provide, distribute or share, or enable the provision, distribution or sharing of, the Provider App (or any data associated therewith) with any third party. The foregoing right shall immediately terminate, and you will delete and fully remove the Provider App from Your Device in the event that you cease to provide Delivery Services using Your Device. You agree that: (i) use of the Provider App on Your Device requires an active data plan with a wireless carrier associated with Your Device, which data plan will be provided by you at your own expense; and (ii) use of the Provider App on Your Device as an interface with the EASI Delivery Services may consume very large amounts of data through the data plan. EASI and EASI advise that Your Device only be used under a data plan with unlimited or very high data usage limits, and neither EASI, nor its Affiliates, shall be responsible or liable for any fees, costs, or overage charges associated with any data plan.

3.You and Your Transportation Method

3.1 Your Requirements. You acknowledge and agree that at all times, you shall: (a) hold and maintain (i) a valid applicable license with the appropriate level of certification to operate your Transportation Method (e.g., a driver's license if your Transportation Method is a motor vehicle), (ii) all licenses, permits, work entitlements, approvals and authority applicable to you that are necessary to provide delivery services to third parties in the Territory; and (iii) a citizenship, residency or visa status that allows you the right to work in Australia; (b) provide

Delivery Services in a professional manner with due skill, care and diligence; and (c) maintain high standards of professionalism, service and courtesy. You acknowledge and agree that you may be subject to certain background and driving record checks from time to time in order to qualify to provide, and remain eligible to provide, Delivery Services. You acknowledge and agree that EASI reserves the right to restrict you from using the EASI Delivery Services, if you fail to meet the requirements in this Agreement. You also acknowledge and agree that EASI reserves the right, at any time in its sole discretion to deactivate or otherwise restrict you from accessing the Provider ID and/or Provider App, if you fail to meet the requirements in this Agreement.

3.2 Transportation Method Requirements. You acknowledge and agree that your Transportation Method will at all times: (a) meet the then-current EASI requirements for a vehicle to provide the Delivery Services and must be authorised by EASI for this use; (b) be properly registered and licensed to operate as a delivery vehicle and compliant with safety and any other lawful requirement in the Territory (if your Transportation Method is a vehicle); (c) be owned or leased by you, or otherwise in your lawful possession; (d) be suitable for performing the Delivery Services contemplated by this Agreement; and (e) be maintained in good operating condition, consistent with any applicable industry safety and maintenance standards for a Transportation Method of its kind and any additional standards or requirements in the applicable Territory, and in a clean and sanitary condition.

3.3 Documentation. To ensure your compliance with all requirements in clauses 3.1 and 3.2, you must provide EASI (or a EASI Affiliate) with written copies of all such licenses, permits, work entitlements, approvals, authority, registrations and certifications prior to your provision of any Delivery Services. Thereafter, you must submit to EASI written evidence of all such licenses, permits, work entitlements, approvals, authority, registrations and certifications as they are renewed. EASI (or a EASI Affiliate) shall, upon request, be entitled to review such licenses, permits, work entitlements, approvals, authority, registrations and certifications from time to time, and your failure to provide or maintain any of the foregoing shall constitute a material breach of this Agreement. EASI reserves the right to independently verify your documentation from time to time in any way EASI deems appropriate in its reasonable discretion. Your failure to meet any of the requirements in this clause 3.3 or clauses 3.1 and 3.2 shall constitute a material breach of this Agreement.

4. Financial Terms

4.1 Delivery Fee Calculation and Your Payment. You can charge a delivery fee for each instance of completed Delivery Services provided to a User that are obtained via the EASI Delivery Services (“Delivery Fee”), where such Delivery Fee is, as applicable (a) calculated based upon a base delivery fee amount plus distance (as determined by EASI) and/or time amounts; or (b) a flat fee, each as detailed in Provider App (“Delivery Fee Calculation”). Distance and time amounts may be based on the expected, not actual, trip distance and duration as reasonably determined by EASI. You acknowledge that the Delivery Fee is the only payment you will receive in consideration for your provision of Delivery Services to a User and that neither the Delivery Fee nor the Delivery Fee Calculation includes any gratuity.

You may also charge Users for any Tolls, taxes and/or fees incurred during the provision of Delivery Services, if applicable, whether charged by a third party or EASI. You: (i) appoint EASI as your limited payment collection agent solely for the purpose of accepting the Delivery Fee, applicable Tolls and, depending on the region and/or if requested by you, applicable taxes and fees from the User on your behalf via the payment processing functionality facilitated by the EASI Delivery Services that are related to your provision of Delivery Services; and (ii) agree that payments made by Users to EASI shall be considered the same as payment made directly by Users to you.

4.2 Changes to Delivery Fee Calculation. EASI reserves the right to change the Delivery Fee Calculation at any time in EASI's discretion. EASI will provide you with notice in the event that any such change would result in a change in the recommended Delivery Fee. Continued use of the EASI Delivery Services after any such change shall constitute your consent to such change.

4.3 Delivery Fee Adjustment. EASI reserves the right to: (i) adjust the Delivery Fee for a particular instance of Delivery Services (e.g., you took an inefficient route, you failed to properly end a particular instance of Delivery Services in the Provider App, technical error in the EASI Delivery Services, etc.); or (ii) cancel the Delivery Fee or if the Delivery Fee has already been paid, require reimbursement of the Delivery Fee from you for a particular instance of Delivery Services (e.g., a communicated User deadline for completion of delivery services was not met, User is charged for Delivery Services that were not provided, in the event of a User complaint, fraud, etc.). EASI's decision to reduce or cancel the Delivery Fee in any such manner shall be exercised in a reasonable manner.

4.4 Processing Errors. EASI reserves the right, in its sole discretion, to seek reimbursement from you if EASI discovers payment processing errors. EASI may obtain reimbursement of any amounts owed by you to EASI by deducting from future Delivery Fees owed to you, debiting your card on file or your bank account on record, or seeking reimbursement from you by any other lawful means. You authorize EASI to use any or all of the above methods to seek reimbursement.

4.5 Service Fee. In consideration of EASI's provision of the EASI Delivery Services to you, you agree to pay EASI a service fee on a per Delivery Services transaction basis, which is calculated as a percentage of the Delivery Fee determined by the Delivery Fee Calculation ("Service Fee"). EASI will provide you with notice via email or via the Provider App, of the Service Fee that applies to each Delivery Service that you provide. You acknowledge that, unless regulations applicable to your Territory require otherwise, taxes (in particular GST) will be calculated and charged on the Delivery Fee, and EASI shall calculate the Service Fee on an amount equal to the Delivery Fee Calculation plus the amount of such taxes (in particular GST) that would be calculated on the amount of the Delivery Fee. You acknowledge and agree that EASI may adjust: (i) the Service Fee; or (ii) introduce a new model to determine the Service Fee payable to you. EASI will provide you with at least 14 days' notice in the event of an increase to the Service Fee under (i) above or the introduction of a new Service Fee model under (ii) above. If either of these occurs, you have the right to

terminate the Agreement immediately, without notice. Continued use of the EASI Delivery Services after any such change in the Service Fee calculation shall constitute your consent to such change.

4.7 Receipts. As part of the EASI Delivery Services, EASI provides you with a system for delivering receipts to Users for Delivery Services rendered. Upon your completion of Delivery Services for a User, EASI prepares and issues a receipt to the User via EASI App/Website on your behalf. Such receipts are also provided to you via email or the online portal available to you through the EASI Delivery Services. Receipts include the breakdown of amounts charged to the User for Delivery Services and may include certain information about you, including your name, contact information and photo, and the route taken.

4.8. No Additional Amounts. You acknowledge and agree that, for the mutual benefit of the parties, through advertising and marketing, EASI and its Affiliates may seek to attract new Users and to increase existing Users' use of the EASI App/Website. You acknowledge and agree such advertising or marketing does not entitle you to any additional monetary amounts beyond the amounts expressly set forth in this Agreement. You acknowledge that the EASI Delivery Services do not provide Delivery Recipients or Users the ability to apply a gratuity through the EASI Delivery Services, as the Delivery Fees are full payment for your Delivery Services. In the event that a User pays EASI valid gratuity on your behalf, EASI will transmit such gratuity to you and will not retain any portion of that gratuity. With regard to cash gratuities provided by a User or Delivery Recipient directly to you, no portion of that gratuity is owed to or should be paid to EASI.

4.9. Taxes. You acknowledge and agree that you are required to: (a) complete all tax registration obligations and calculate and remit all tax liabilities related to your provision of Delivery Services as required by applicable law; and (b) provide EASI with all relevant tax information requested of you by EASI and/or each of its Affiliates (including, a valid Australian Business Number (ABN) and/or Goods and Services Tax (GST) registration number under which you provide Delivery Services, if obtaining such a valid ABN and/or GST registration number is required of you by applicable law). You further acknowledge and agree that you are responsible for taxes on your own earnings arising from your provision of Delivery Services, including income tax and GST. Notwithstanding anything to the contrary in this Agreement, EASI may in its reasonable discretion based on applicable tax and regulatory considerations, or as required under the law, collect and remit taxes resulting from your provision of Delivery Services and/or provide any of the relevant tax information you have provided pursuant to the requirement mentioned in this clause 4.9, directly to the applicable governmental tax authorities on your behalf or otherwise.

4.10. GST. Unless expressly stated otherwise in this Agreement, all amounts payable or consideration to be provided under this Agreement by you to EASI are exclusive of GST. If GST is payable on any supply by EASI made under this Agreement, for which the consideration is not expressly stated to include GST, you agree to pay EASI an additional amount equal to the GST at the same time that the consideration for the supply, or the first part of the consideration for the supply (as the case may be), is to be provided. In this

Agreement, GST that is payable by EASI includes GST that is payable by the representative member of EASI's GST group.

4.11. GST Law. The parties agree that, for the purposes of the GST law, EASI supplies to you the EASI Delivery Services in sole consideration for the Service Fee. In addition, EASI supplies to you a license to use the Provider App under clause 5 for no consideration.

4.12. Incentives. From time to time, EASI may make an incentive payment(s) to you as consideration for your satisfaction of certain conditions as determined by EASI in its discretion ("Conditions"). These Conditions may be included in promotional materials, and/or may be communicated to you, including via text message and email. You acknowledge and agree that any incentive payment(s) is made to you at EASI's sole discretion, subject to the Conditions.

5. Intellectual Property

Subject to the terms and conditions of this Agreement, EASI hereby grants you, for no consideration, a non-exclusive, royalty-free, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use the Provider App in connection with the provision of the EASI Delivery Services by EASI solely for the purpose of providing Delivery Services to Users and tracking resulting Delivery Fees and fees. EASI, its Affiliates and respective licensors reserve all rights not expressly granted in this Agreement. The Provider App and EASI Data (including all intellectual property rights in all of the foregoing) are and remain the property of EASI, its Affiliates and respective licensors. You shall not improperly use the EASI Delivery Services or Provider App. You shall not use any of EASI's names, logos or marks for any commercial purpose except as EASI expressly allows, nor shall you try to register or otherwise use or claim ownership over any of EASI or its Affiliates' names, logos or marks. You shall not copy, modify, distribute, sell or lease any part of the Provider App or EASI Data, nor shall you reverse engineer or attempt to extract the source code of EASI's software, except if allowed by law.

6. Confidentiality

This Agreement and any information provided by EASI to you, which EASI designates as confidential or which you should reasonably know should be treated as confidential, should be treated accordingly.

7. Privacy

Your personal information will be collected, stored, and processed in accordance with the EASI Privacy Policy (located at <https://www.easi.com.au/policy/>).

8. Insurance

8.1. You agree that before entering into this Agreement you will obtain the coverage required by clause 8.2 below at your sole cost and expense. You agree to review the terms and conditions of such coverage to ensure that it provides the amounts of coverage required by clause 8.2 while you are using a motor vehicle to provide Delivery Services. As between you and EASI, it is your sole responsibility to inform your insurer of the use of your motor vehicle while providing Delivery Services.

8.2 You agree to maintain during the term of this Agreement motor vehicle liability insurance on all vehicles which you operate under this Agreement at insurance levels that satisfy the minimum requirements to operate a private vehicle on the public roads within the Territory, as well as any other minimum motor vehicle liability insurance cover which EASI requests you hold. You must be the policyholder or a individually rated driver, for which a premium is charged or calculated, on the insurance policy required in this clause 8.2 at all times. You agree to provide EASI with a copy of the insurance policy, policy declarations, proof of insurance identification card and proof of premium payment for the insurance policy required in this clause 8.2 upon request. Furthermore, you must provide EASI with written notice of cancellation of any insurance policy required by EASI. EASI shall have no right to control your selection or maintenance of your policy.

8.3 You agree that you are not an employee, independent contractor, a worker or a deemed worker of EASI for the purposes of Australian workers compensation laws and therefore acknowledge that EASI does not, and is not required to, maintain or provide you with workers' compensation insurance or maintain other occupational accident injury insurance on your behalf. You agree to maintain at your cost during the term of this Agreement workers' compensation insurance or other occupational accident injury insurance (or the local equivalent) as required by any applicable law in the Territory (provided that the foregoing shall have no impact on the mutual understanding between you and EASI that you are a self-employed individual (including from a labor and social security perspective) and otherwise comply with all statutory workers compensation requirements. If permitted by applicable law, you may choose to insure yourself against industrial injuries by maintaining occupational accident insurance in place of workers' compensation insurance. Furthermore, if permitted by applicable law, you may choose not to insure yourself against industrial injuries at all but do so at your own risk.

8.4 You understand and acknowledge that your private motor vehicle insurance policy, including any insurance coverage held via a commercial arrangement you have with a vehicle rental or leasing provider, may not afford liability, comprehensive, collision, medical payments, first or third party no fault personal injury protection, uninsured motorist, underinsured motorist or other coverage for any Delivery Services you provide pursuant to this Agreement. If you have any questions or concerns about the scope or applicability of your own insurance coverage, it is your responsibility, not EASI's, to resolve them with your insurer(s).

8.5 EASI may maintain during the term of this Agreement motor vehicle insurance related to your provision of Delivery Services as determined by EASI in its reasonable discretion,

provided that EASI and its Affiliates are not required to provide you with any specific insurance coverage for any loss to you or your motor vehicle. Should EASI procure insurance related to your provision of Delivery Services, EASI may cancel such coverage at its sole discretion at any time. You are required to promptly notify EASI of any accidents that occur while providing Delivery Services and to cooperate and provide all necessary information related thereto.

9. Representations, Warranties and Disclaimers

9.1 By You. You hereby represent and warrant that: (a) you have full power and authority to enter into this Agreement and perform your obligations hereunder; (b) you have not entered into, and during the term will not enter into, any agreement that would prevent you from complying with this Agreement; (c) you will comply with all applicable laws in your performance of this Agreement, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to provide (i) Delivery Services using the Transportation Method pursuant to this Agreement, and (ii) delivery services to third parties in the Territory generally; and (b) you are not entitled to sub-license your EASI Delivery Driver account to any third party.

9.2 Disclaimer. This clause 9.2 applies only to the maximum extent permitted by applicable law and does not (and is not intended to) override any rights that you have pursuant to applicable law. EASI and its Affiliates (as applicable) provide, and you accept, the EASI Delivery Services and Provider App on an "as is" and "as available" basis. EASI and its Affiliates do not represent, warrant or guarantee that your access to or use of the EASI Delivery Services or Provider App: (a) will be uninterrupted or error free; or (b) will result in any requests for Delivery Services. EASI and its Affiliates function as an on-demand lead generation and related service providers only and EASI and its Affiliates make no representations, warranties or guarantees as to the actions or inactions of Users or Delivery Recipients who may request or receive Delivery Services from you, and EASI and its Affiliates do not screen or otherwise evaluate Users or Delivery Recipients. By using the EASI Delivery Services and Provider App, you acknowledge and agree that you may be introduced to a third party that may pose harm or risk to you or other third parties. You are advised to take reasonable precautions with respect to interactions with third parties encountered in connection with the use of the EASI Delivery Services or Provider App. EASI do not represent, warrant or guarantee the safety of any items provided to you for Delivery Services. Notwithstanding EASI's appointment as the limited payment collection agent of you for the purpose of accepting payment from Users on your behalf as set forth in clause 4 above, EASI and its Affiliates expressly disclaim all liability for any act or omission of you, any User, any Delivery Recipient or other third party.

9.3 No Service Guarantee. This clause 9.3 applies only to the maximum extent permitted by applicable law and does not (and is not intended to) override any rights that you have pursuant to applicable law. EASI and its Affiliates do not guarantee the availability or uptime of the EASI Delivery Services or Provider App. You acknowledge and agree that the EASI Delivery Services and Provider App may be unavailable at any time and for any reason (e.g.,

due to scheduled maintenance or network failure). Further, the EASI Delivery Services and Provider App may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, and EASI and its Affiliates are not responsible for any delays, delivery failures, or other damages, liabilities or losses resulting from such problems.

10. Indemnification

10.1 Generally. You shall indemnify, defend (at EASI's option) and hold harmless EASI and its Affiliates and each of their respective officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social security contributions and taxes arising out of or related to (a) your breach of your representations, warranties or obligations under this Agreement; or (b) a claim by a third party (including Users, Delivery Recipients, regulators and governmental authorities) directly or indirectly related to your provision of Delivery Services or use of the EASI Delivery Services ("Losses"). Your liability under this clause 10.1 shall be reduced proportionately if, and to the extent that, EASI directly caused or directly contributed to any such Losses.

10.2 Tax Indemnity. You shall comply with all of your obligations under tax and social security laws to the extent applicable to this Agreement. You shall indemnify EASI and its Affiliates from all tax liabilities, duties, levies, claims and penalties that may be imposed on you or on EASI and/or its Affiliates as a result of your failure to comply with any of your tax obligations. In particular, but without limitation to the foregoing, such taxes or duties shall include taxes, wages or other duties or withholdings (including any wage tax, social insurance premiums or employee insurance premiums) ("Tax Liabilities") arising in the event that the relationship described in this Agreement, contrary to the intention and meaning of the parties, should be held to be an employment agreement between EASI and you by the Australian taxation, fiscal or social security authority or the taxation, fiscal or social security authority of any other country. The indemnity set out in this clause 10.2, insofar as it relates to a finding by a judicial body or legislative authority of competent jurisdiction that there is an employment relationship between you and EASI or an Affiliate of EASI, applies only to that proportion of EASI's liability that directly or indirectly relates to or arises from you holding yourself out to be an employee of EASI or any of its Affiliates, or any other act or omission by you that is not expressly authorised by EASI and would reasonably suggest to a third party that you are an employee of EASI or any of its Affiliates.

11. Limitation of Liability

This clause 11 applies only to the maximum extent permitted by applicable law and does not (and is not intended to) override any rights that you have pursuant to applicable law. EASI and each of its Affiliates shall not be liable under or related to this Agreement for any of the following, whether based on contract, tort or any other legal theory, even if a party has been advised of the possibility of such damages: (i) any incidental, punitive, special, exemplary, consequential, or other indirect damages of any type or kind; or (ii) your or any third party's

property damage or loss, or loss or inaccuracy of data, or loss of business, revenue, profits, use or other economic advantage. Except for the obligations on EASI to pay amounts due to you pursuant to clause 4 above, but subject to any limitations or other provisions contained in this Agreement which are applicable thereto, in no event shall the liability of EASI and/or its Affiliates under this Agreement exceed the amount of Service Fees actually paid to or due to EASI hereunder in the six (6) month period immediately preceding the event giving rise to such claim. You acknowledge and agree that any and all claims you have or purport to have against EASI and/or its Affiliates should be notified to EASI and/or its Affiliates within one (1) year after the event(s) that gave rise to such claim and that you forfeit all rights in respect of that claim if you fail to do so. These limitations do not purport to limit liability that cannot be excluded under applicable law.

12. Term and Termination

12.1 Term. This Agreement shall commence on the date executed by you (electronically or otherwise) and shall continue until terminated as set forth herein.

12.2 Termination. Either party may terminate this Agreement: (a) without cause at any time upon thirty (30) days' prior notice to the other party; (b) immediately, without notice, for the other party's material breach of this Agreement; or (c) immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party. In addition, EASI may restrict you from using the EASI Delivery Services and/or EASI may deactivate or otherwise restrict you from accessing or using the Provider ID and/or Provider App immediately, without notice, in the event you no longer qualify, under applicable law or the standards and policies of EASI, and its Affiliates, to provide Delivery Services or to operate your Transportation Method, you sublicense your EASI Delivery Driver account to any third party, or as otherwise set forth in this Agreement.

12.3 Effect of Termination. Upon termination of the Agreement, you shall immediately delete and fully remove the Provider App from Your Devices. Outstanding payment obligations and clauses 1, 2.2, 2.3, 2.4, 4.8, 4.9, 5, 6, 8, 9, 10, 11, 12.3, 13, 14 and 15 shall survive the termination of this Agreement.

13. Relationship of the Parties

13.1 EASI is acting as the limited payment collection agent solely for the purpose of collecting payment from Users on your behalf, except as otherwise expressly provided herein. This Agreement is not an employment agreement, and does not create an employment, independent contractor or worker relationship (including from a labor law, tax law or social security law perspective), joint venture, partnership or agency relationship. You have no authority to bind EASI and/or its Affiliates, or hold yourself out as an employee, independent contractor, agent or authorized representative of EASI and/or its Affiliates.

13.2 Where, by implication of mandatory law or otherwise, you may be deemed an employee, agent or representative of EASI or an Affiliate of EASI, you undertake and agree to indemnify, defend (at EASI's option) and hold EASI and its Affiliates harmless from and against any claims by any person, entity, regulators or governmental authorities based on such implied employment, agency or representative relationship. The indemnity set out in this clause 13.2, insofar as it relates to a finding by a judicial body or legislative authority of competent jurisdiction that there is an employment relationship between you and EASI or an Affiliate of EASI, applies only to that proportion of EASI's liability that directly or indirectly relates to you holding yourself out to be an employee of EASI or any of its Affiliates, or any other act or omission by you that is not expressly authorised by EASI and would reasonably suggest to a third party that you are an employee of EASI or any of its Affiliates. You expressly agree that where required or implied by applicable law or otherwise, you may be deemed an employee, agent or representative of EASI or an Affiliate of EASI, any payments made to you will be taken to be inclusive of (i) superannuation contribution amounts; and (ii) amounts equivalent to all taxes (including but not limited to income taxes) payable by you in respect of those payments, in each case that EASI (or any of its Affiliates) may otherwise be required to pay under applicable law.

14. Miscellaneous Terms

14.1 Modification. EASI reserve the right to modify the terms and conditions of this Agreement at any time, effective upon publishing an updated version of this Agreement on the online portal available to you on the EASI Delivery Services. EASI reserve the right to modify any policies or information referenced at hyperlinks from this Agreement from time to time. EASI will provide you with at least fourteen (14) days' notice in the event of a material change to any clause of this Agreement, provided that in such event you have the right to terminate the Agreement immediately upon receiving notice from EASI. You hereby acknowledge and agree that, by using the EASI Delivery Services, or the Provider App, you are bound by any future amendments and additions to information referenced at hyperlinks herein, or documents incorporated herein, including with respect to Delivery Fee Calculations. Continued use of the EASI Delivery Services or Provider App after any such changes shall constitute your consent to such changes.

14.2 Supplemental Terms. Supplemental terms may apply to your use of the EASI Delivery Services, such as use policies or terms related to certain features and functionality, which may be modified from time to time ("Supplemental Terms"). You may be presented with certain Supplemental Terms from time to time. Supplemental Terms are in addition to, and shall be deemed a part of, this Agreement. EASI will provide you with fourteen (14) days' notice in the event that it adds or modifies Supplemental Terms in a manner that materially alters your rights under the Agreement, provided that in such event you shall have the right to terminate the Agreement immediately upon receiving notice from EASI. Supplemental Terms shall prevail over this Agreement in the event of a conflict.

14.3 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that

extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the remainder of this Agreement shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable (part of the) provision with a (part of a) provision that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable (part of the) provision, given the contents and purpose of this Agreement.

14.4 Assignment. You may not assign or transfer this Agreement or any of your rights or obligations hereunder, in whole or in part, without the prior written consent of EASI. EASI may assign or transfer this Agreement or any or all of their respective rights or obligations hereunder, in whole or in part, under this Agreement without consent or notification. Should EASI do so, you have the right to terminate this Agreement immediately, without prior notice.

14.5 Entire Agreement. This Agreement, including the recitals and all Supplemental Terms, constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In this Agreement, the words “including” and “include” mean “including, but not limited to.” The recitals form a part of this Agreement.

14.6 No Third Party Beneficiaries except for EASI’s Affiliates. You acknowledge that there are no third-party beneficiaries to this Agreement, except for EASI’s Affiliates. Nothing contained in this Agreement is intended to or shall be interpreted to create any third-party beneficiary claims, except with respect to EASI’s Affiliates.

14.7 Notices. Any notice delivered by EASI to you under this Agreement will be delivered by email to the email address associated with your account or by posting on the portal available to you on the EASI Delivery Services. Any notice delivered by you to EASI under this Agreement must be delivered by contacting EASI. Additional Territory-specific notices may be required from time to time.

14.8 Account Deactivation. EASI value our business relationship with you, however, EASI reserves the right to make your account deactivated if: a) your customer rating keeps falling to below 4 stars continuously for 4 weeks without any sign of improvement; b) your order Completion Rate keeps falling to below 80% continuously for 4 weeks without any sign of improvement; c) you act violently or with inappropriate behavior, including abusive language towards a consumer, merchant, fellow delivery rider/driver, or any other person; d) you commit to discrimination or harassment directly to customer, merchant, fellow delivery driver/rider or any other person, because of race, color, sex, gender, national origin, ancestry, religion, creed, physical or mental disability, medical condition, marital status, sexual orientation, age, profession or any basis protected by federal, state or local law; e) you exhibit unsafe driving/riding during transportation, including texting and driving or riding, not pulling over before examining or accepting a delivery opportunity, and failing to be careful while using navigation apps; f) You violate any local, state or federal law while using EASI platform, including any applicable criminal or traffic laws. This includes but is not limited to

theft of the goods meant to be delivered, damage to or theft of any third-party property, failure to properly check customer ID for age-restricted orders and use of the platform to engage in or assist with any potentially criminal activity; g) You are in breach of Privacy Laws. EASI has zero tolerance in violating personal privacy legislations. Personal information may be used only for purposes of completing a delivery and may not be posted online or otherwise shared with any third party, except as may be legally required. h) You abuse the EASI platform by Manipulating the referral system or promotions, providing false or inaccurate information to EASI, Tampering with deliveries or failing to maintain standards of food safety, Disrupting the EASI platform, Scraping EASI platform, provide Unauthorized access of EASI platform, and infringe third party right including copyrights, trade secrets, trademarks, or other rights of any third party privacy or publicity rights.

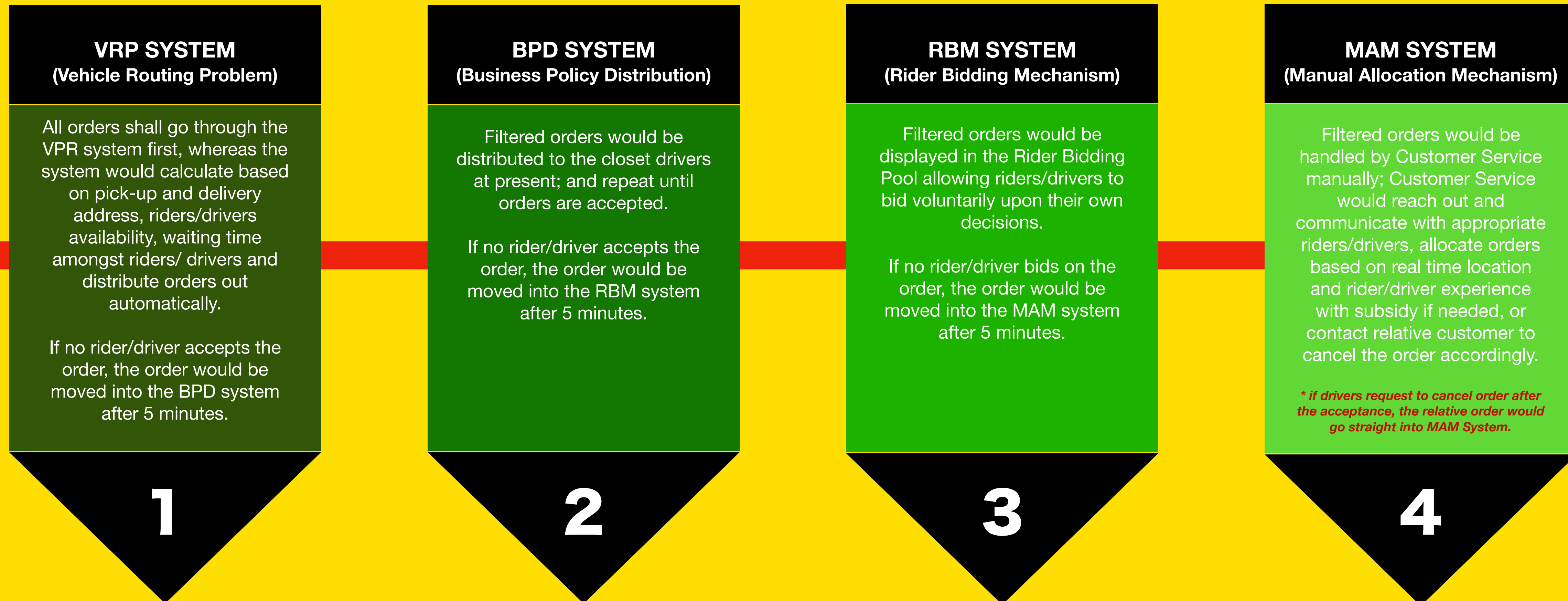
15. Governing Law Arbitration

Except as otherwise set forth in this Agreement, this Agreement shall be governed by and construed in accordance with the laws of Victoria, excluding its rules on conflicts of laws. The Vienna Convention on the International Sale of Goods of 1980 (CISG) shall not apply. Any dispute, conflict or controversy, howsoever arising out of or broadly in connection with or relating to this Agreement, including those relating to its validity, its construction or its enforceability, shall be first mandatorily submitted to mediation proceedings under the International Chamber of Commerce Mediation Rules (“ICC Mediation Rules”). If such dispute has not been settled within sixty (60) days after a request for mediation has been submitted under such ICC Mediation Rules, such dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (“ICC Arbitration Rules”). The ICC Rules’ Emergency Arbitrator provisions are excluded. The dispute shall be resolved by one (1) arbitrator to be appointed in accordance with the ICC Rules. The language of the arbitration shall be English. The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the parties, correspondence from and to the ICC, correspondence from the mediator, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein. Nothing herein limits or excludes (nor is intended to limit or exclude) any statutory rights that you may have under applicable law, that cannot be lawfully limited or excluded. By clicking “Yes, I accept” or signing below (as such may be required by applicable law), you expressly acknowledge that you have read, understood, and taken steps to thoughtfully consider the consequences of this Agreement, that you agree to be bound by the terms and conditions of the Agreement, and that you are legally competent to enter into this Agreement with EASI.

7. Order Distribution Process Review (see next page)



EASI's HYBRID ORDER DISTRIBUTION SYSTEM



** system algorithm could be updated in accordance to business and operational needs*

8. Delivery User Insurance Policy (see next page)





Locked Bag 3111
Rhodes NSW 2138

T 1300 547 966
F 02 9191 1950

www.wip.com.au

Date of Issue: 16/03/2021

Certificate of Currency

This is to certify the Insurance Policy detailed below is current and in force

Policy Number: 20007CAUST

Period of Insurance: 15/03/2021 to 15/03/2022 at 4.00pm

Insured: EASI Australia Pty Ltd

Insured Person's All nominated drivers of the Insured

Weekly Benefit:	Up to 85% of Income to maximum of \$1,000 per week for Injury Only.
Additional Benefits:	Capital Benefits 1-19 \$100,000
Age Limit:	Cover and benefits end at age 65.
Waiting Period:	14 days
Benefit Period:	52 weeks,
Scope of Cover:	Working Hours Only including direct travel to and from
Any One Event Limit:	\$2,000,000

Security: Certain Underwriters at Lloyd's

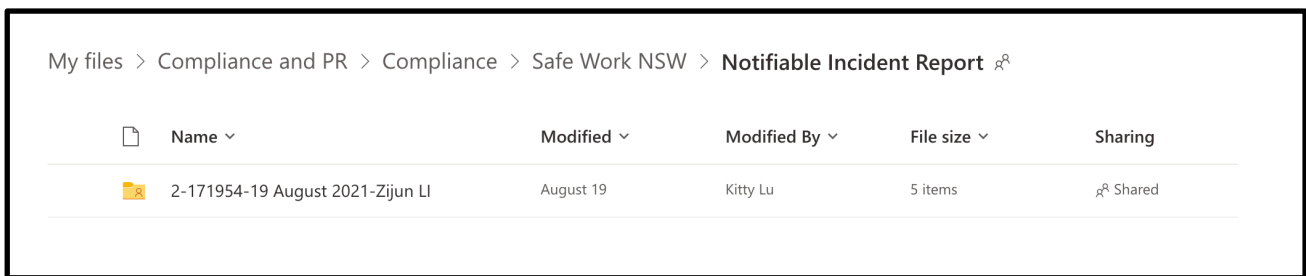
Nothing herein contained shall serve to alter, vary or waive the provisions of the above mentioned policy. For Full details regarding coverage please refer to the policy documentation

Signed on behalf of WIP

Allan Lee
Head of Insurance

10. Current Notifiable Incident Report Records

As per confirmed with Safework NSW, from 01 August 2021 all notifiable incidents have now been saved and kept record on company OneDrive as per shown below:



The screenshot shows a OneDrive file list for the folder 'Notifiable Incident Report'. The breadcrumb path is 'My files > Compliance and PR > Compliance > Safe Work NSW > Notifiable Incident Report'. The table below lists the files in this folder.

Name	Modified	Modified By	File size	Sharing
2-171954-19 August 2021-Zijun LI	August 19	Kitty Lu	5 items	Shared

Please also see next a few pages for the incident report and Safework NSW's reference letter towards the case.



DELIVERY RIDER/ DRIVER INCIDENT REPORT FORM

送餐员事故报告

To be completed in the event of a delivery rider/driver being involved in or witnessing any incident that has resulted in an injury to a person that requires or required more than basic first-aid. The form should also be used to report an incident, a major non-conformance, unsafe practice or a near miss/hit that could have resulted in a serious injury.

Personal details 个人资料

Surname 姓氏:

First name(s) 名字:

DOB 出生日期:

Gender 性别:

Visa Status 签证类型:

Delivery ID 送餐ID:

Relative Order No. 相关订单号 (if applicable 如有):

Address 地址:

Mobile 手机号码:

Email address 电子邮箱:

**If you have personal private insurance insurance, please provide detail information 如果您有私人保险，请提供详细信息:*

Incident details 事故信息 (completed by person involved)

Date of incident 事故发生日期:

19/08/2021

Time of incident 事故发生时间:

6pm

Description of incident 事故概述: (in your own words, what happened? 使用您自己的表达,告诉我们发生了什么?)

I was waiting it clear on the Crane st (homebush) to turn left onto Parramatta rd (homebush), then I see there was a car going straight and just turning on left turing indicator on the first left lane. I think it was about to turn left onto Crane st (homebush). Thus, I started to turn left onto Parramatta Rd (homebush). But it ended up with keeping going straight. So we crashed together. Afterwards, many ppl came to help and I was injured and sent to RPA by ambulance.

Location of incident 事故发生地点:

intersection of Crane St and Parramatta Rd, Homebush, 2140, NSW

Police Report 警察报告 (if any 如有):

83336708

Medical Record 医疗报告 (if any 如有):

** Please attach relative documents if available with signature 如果有更多相关资料请提供附件并签名*

Name of witnesses to the incident 事故见证人

Name 姓名:

Contact 联系方式:

Name 姓名:

Contact 联系方式:

Name 姓名:

Contact 联系方式:



Details of injuries sustained 事故受伤报告 (if applicable 如有)

Injured person's name 受伤者姓名:

Type of injury 受伤形式: had a diaphyseal 2nd metatarsal and 5th distal phalanx fracture

Treatment received 治疗方案: my case was discussed with the ortho team who recommended a CAM boot and to follow up in fracture clinic next

Injured person's name 受伤者姓名: week. I was managed with simple analgesia and endone. I was suggested to take paracetamol and neurofen when in pain.

Type of injury 受伤形式:

Treatment received 治疗方案:

Details of other persons involved 其他相关人员

Did the incident involve any other person? 事故是否造成其他人员受伤? Yes 是 No 否

(If yes, provide their name and contact details 如果是, 请提供他们的姓名和联系信息)

Details of any damage 其他损坏

Did any damage to property occur? 事故是否造成其他财产损失? Yes 是 No 否

(If yes, provide details of the damage 如果是, 请提供具体损坏信息)

Immediate corrective actions required 立即响应处理 (to render safe)

What needs to be done 需要做什么	Who is responsible? 负责人	Date for completion 完成日期

Authorisation of immediate corrective actions 立即响应处理授权

Name 姓名	Signature 签名	Date 日期
		20/08/21



Other details 其他信息

Were the Police or other emergency services involved?

警方与救护部门是否参与事故处理

Yes 是 No 否 *(If yes, provide details of the officers attending 如果有, 请提供相关公务人员信息)*

Does the incident require notification to the workplace health and safety regulator (eg. Safework/Worksafe)?

Yes 是 No 否

Is an internal incident investigation required?

Yes 是 No 否 **Additional corrective actions 更多响应处理** *(if internal investigation not required or not undertaken)*

Actions 处理	Proposed? 建议	Taken? 采用
Change to ongoing training 后续培训修改		
Change to work procedure 工作程序修改		
Risk assessment review 风险测试审核		
Risk controls review 风险控制审核		
Other preventative action 其他预防措施		

Authorisation of corrective actions 响应处理授权

Name 姓名

Signature 签名

Date 日期

20/08/21





Date : 23-Aug-2021
Our Ref : 2-171954

EASI AUSTRALIA PTY LTD
UNIT 2
L 5 380 DOCKLANDS DR
DOCKLANDS VIC 3008

Kitty Lu

Re: Notified workplace incident

This letter relates to the notification of an incident that occurred on 19/08/2021 at your workplace located at: Crane st and Parramatta rd, HOMEBUSH, NSW, 2140.

The incident details:
Delivery driver involved in motor vehicle accident.

WHAT WILL SAFEWORK NSW BE DOING?

After reviewing the information provided in relation to the incident SafeWork NSW has determined that an Inspector will not be attending the workplace to make further enquiries into this incident at this stage.

WHAT SHOULD YOU DO NOW?

As a result of the decision by SafeWork NSW not to send an Inspector, we confirm that the site where the incident occurred may now be disturbed as previously advised at the time of notification.

We recommend you conduct an internal investigation to determine the cause of this incident and introduce appropriate control measures to prevent or minimise the risk of a similar incident occurring in the future. You must consult your workforce during the investigation and when undertaking any prevention activities.

You must keep a record of your investigation, including the steps taken to identify and rectify the cause of the incident, with a copy of this letter for a period of five (5) years. An inspector may visit the workplace in the future in response to this or any other incident, complaint or request for advice, or as part of a targeted injury prevention program.

SafeWork NSW has developed a Work Health and Safety Roadmap 2022. This is a strategy that aims to protect workers from harm, reduce unnecessary compliance costs and secure safety standards in NSW workplaces. The Safety Roadmap further aims to promote consultation and embed safety in the operational landscape of NSW businesses. For more information about the Roadmap or for information on how to manage work health and safety at your workplace visit the SafeWork NSW website at www.safework.nsw.gov.au or contact 13 10 50.

Yours Sincerely

Charmaine Forrest
Customer Experience BRD
SafeWork NSW



INCIDENT REPORT 事故报告

Personal details 个人信息

Resident status 居民身份: AU citizen 澳洲公民 permanent resident 澳洲永久居民
 other visa type, please specify 其他签证类型, 请详细说明 (e.g. TU500):

Other insurance information 其他保险信息:
(if you have other private health insurance 如您有其他健康保险)

Telephone number (mobile) 手机号: _____

Email address 电子邮箱: _____

EASI Driver's ID EASI 配送员 ID: _____

Related EASI Order Number 相关 EASI 订单号: _____

Incident details 事故信息 (completed by person involved 由有关人士填写)

Date of incident 事故发生日期: _____ Time of incident 事故发生时 _____

Description of incident 事故描述: (in your own words, what happened? 发生了什么?)

Location of incident 事故发生地点: _____

Police report 警方报告 (if there is any 如有): _____

Medical Record 医疗记录 (if there is any 如有): _____

*Please attach all related documents below with signature 请提供所有相关文件并签字

Name of witnesses to the incident 事故目击者信息

Name 姓名: _____	Contact 联系方式: _____
Name 姓名: _____	Contact 联系方式: _____
Name 姓名: _____	Contact 联系方式: _____



Details of injuries sustained 受伤情况 (if applicable 如适用)

Injured person's name 伤者姓名: _____

Type of injury 受伤类型 (please specify 请详细说明): _____

Treatment received 接受治疗情况: _____

Estimated cost incurred so far 目前为止的预计医疗费用: _____

Details of other persons involved 其他事故相关人士信息

Did the incident involve any other person? _____

Yes 有

No 没有

事故是否有涉及到其他相关人士? _____

(If yes, provide their name and contact details 如有, 请提供相关人士姓名和联系方式)

Details of any damage 损失详情

Did any damage to property occur? 是否有财产损失? Yes 有

No 没有

(If yes, provide details of the damage 如有, 请提供损失详情)



Authorisation/ Confirmation 授权 / 确认

I hereby declare that the information provided is true and correct.

我在此声明，所提供的信息是真实正确的。

I allow EASI to use my information for assessment purpose.

我允许 EASI 将我的信息用于评估需要。

Name 姓名

Signature 签字

Date 日期

Staff 处理人

Name 姓名

Signature 签字

Date 日期

* This form is only for accident information collection. The information is for internal use only.
此表格仅用于事故信息收集，仅供内部使用。



IMPROVEMENT NOTICE

Notice No: 7-402679

This notice is issued under section 191 of the *Work Health and Safety Act 2011*. Section 210 requires that the person to whom an improvement notice is issued must, as soon as possible, display a copy of the notice in a prominent place at or near the workplace, or part of the workplace at which work is being carried out that is affected by the notice.

You must comply with this notice within the period specified. Failure to comply with this notice may incur a maximum penalty of \$58,650 for an individual and \$294,270 for a body corporate.

Notice issued to:
 Legal name of person / business or undertaking: EASI AUSTRALIA PTY LTD
 ABN: 93628727060 ACN: 628727060
 Trading as:
 Address: Unit 2 L 5, 380 Docklands Drive, DOCKLANDS, VIC, 3008

Details of contravention:
 Site location: 1 ARCHER ST, CHATSWOOD, NSW, 2067

I, Colleen Harris reasonably believe on that you have contravened a provision in circumstances that make it likely that the contravention will continue or be repeated of the *Work Health and Safety Act 2011*, section 19(3) and *Work Health and Safety Regulation 2017*, clause 38.

Brief description of how the provision is being or has been contravened:

Workers/other persons may be exposed to a serious risk to their physical and psychological health and safety from food delivery workers displaying escalating violent and threaten behaviour over a platform endorsed and monitored social media platform. On the evening of the 20 April 2021 two Easi food delivery workers were arguing over the dispatch of a specific delivery by Easi's Customer Care Team that would have yielded one worker a \$50 bonus. The argument escalated and one worker went to the Archer Street Chatswood, the residential location of the other worker and at 12:40 am on 21 April 2021 an assault ensued resulting in one workers' s leg being seriously lacerated requiring hospitalisation and surgery.

Directions as to the measures to be taken to remedy or prevent the contravention or likely contravention: *(it is mandatory to comply with these directions)*

You must ensure, so far as is reasonably practicable, the health and safety of workers and other persons by implementing a safe system of work which ensures that workers are discouraged/prevented from insulting, abusing or threatening other workers in the course of carrying out work for the Easi Australia.

The safe system of work should include, but not be limited to:

- A Policy/Procedure for preventing and responding to work-related violence among Easi Food delivery workers

Recommendations (if any): *(It is not an offence not to comply with these recommendations)*

In complying with the direction, you may give consideration to further guidance available from:

- SafeWork NSW guide: Preventing and responding to Work-related violence.

Issuing Inspector: ELECTRONICALLY ISSUED
 Signature of inspector
 18/06/2021 Liverpool Office, LIVERPOOL +61 (02) 9618 8474
 Date issued Inspector's work address Inspector's contact number

This contravention must be remedied before: 27/08/2021

Service method: E-Mail
 Kitty Lu Person conducting a business or undertaking (PCBU)
 Notice given to Relationship to person to whom notice is issued
 Copy of Notice given to Relationship to person to whom notice is issued

Extension of time for compliance with improvement notice

Improvement notices may include directions concerning the measures which must be taken within the time period set out in the notice. You must take those measures within the time period. If there is some practical reason why you cannot comply with the notice in that time (for example, you are relying on a third party supplying something and they do not deliver it), you may seek an extension of the time period by contacting the inspector who issued you with the notice. The inspector's name and telephone number are on the notice. Please note that an inspector can only extend the time period to comply with the notice if the period specified in the notice (or any further period as extended by the inspector in writing) has not ended.

Internal review of decision

If a decision to issue an improvement notice was made by an inspector, an eligible person may apply for an internal review of that decision.

An eligible person is:

1. The person to whom the notice was issued.
2. A person conducting a business or undertaking whose interests are affected by the decision .
3. A worker whose interests are affected by the decision .
4. A health and safety representative who represents a worker whose interests are affected by the decision .

How does a person apply for a review of a decision?

The person must complete the Application for Internal Review form , and lodge it at SafeWork NSW before the date specified on the improvement notice for compliance has expired or 14 days, whichever is the lesser. There is no application fee.

The operation of the improvement notice is stayed (that is suspended) once the application for review of decision is lodged with SafeWork NSW. The stay remains in effect until a decision is made by SafeWork NSW and whichever of the following is earlier - an external review is applied for or 14 days have elapsed since the person became aware of the SafeWork NSW's decision.

Please contact SafeWork's Governance and Appeals Unit on (02) 4724 4920 for an application form or visit www.safework.nsw.gov.au.

What happens next?

Your application will be reviewed within 14 days unless additional information is required. You will receive written confirmation of the result of the internal review including the reasons for the decision.

External review

If a decision to issue an improvement notice was made by SafeWork NSW or SafeWork NSW has made a decision on internal review, an eligible person may apply to Industrial Relations Commission for an external review of the decision. An external review application must be made within 14 days of the decision first coming to the applicant's notice, or if the regulator is required by the Commission to give the person a statement of reasons, within 14 days after the day on which the statement is provided.

Please refer to www.safework.nsw.gov.au for more information on how to apply for an external review.

Privacy collection statement

This information is collected by SafeWork NSW for the purposes of the Work Health and Safety Act 2011 . SafeWork will use this information for the purposes of establishing and maintaining a database and to assist the SafeWork inspectorate with their work. This information may also be made available to other government agencies.

You may apply to SafeWork to access and correct any of your own personal information SafeWork holds if that information is inaccurate, incomplete, not relevant or out of date. Applications should be made in writing to: Privacy Contact Officer, SafeWork NSW Head Office, Locked Bag 2906, Lisarow, NSW 2252.

An inspector may make minor technical changes to this notice in certain circumstances. This does not change the validity of the notice.



IMPROVEMENT NOTICE

Notice No: 7-400193

This notice is issued under section 191 of the *Work Health and Safety Act 2011*. Section 210 requires that the person to whom an improvement notice is issued must, as soon as possible, display a copy of the notice in a prominent place at or near the workplace, or part of the workplace at which work is being carried out that is affected by the notice.

You must comply with this notice within the period specified. Failure to comply with this notice may incur a maximum penalty of \$58,650 for an individual and \$294,270 for a body corporate.

Notice issued to:

Legal name of person / business or undertaking: EASI AUSTRALIA PTY LTD
ABN: 93628727060 ACN: 628727060
Trading as:
Address: UNIT 2, L 5 380 DOCKLANDS DR, DOCKLANDS VIC, 3008

Details of contravention:

Site location: Archer St, CHATSWOOD, NSW, 2067

I, Colleen Harris reasonably believe on 11/06/2021 that you have contravened a provision in circumstances that make it likely that the contravention will continue or be repeated of the *Work Health and Safety Act 2011*, section 38 and *Work Health and Safety Regulation 2017*, clause 699.

Brief description of how the provision is being or has been contravened:

Easi Australia has failed to notify SafeWork NSW of a serious notifiable injury to a food delivery worker which arose out of the conduct of Easi's business or undertaking and which resulted in the worker requiring immediate treatment as an in-patient in a hospital.

E.g: On the evening of the 20 the April 2021, two Easi food delivery workers were verbally arguing on a company endorsed What's App Group over the dispatch of a particular order. The argument escalated and one worker went to the Archer Street Chatswood, the residential location of the other worker and at 12:40 am on 21 April 2021 an assault ensued resulting in one workers' leg being seriously lacerated requiring hospitalisation and surgery.

Directions as to the measures to be taken to remedy or prevent the contravention or likely contravention: (it is mandatory to comply with these directions)

1. You must ensure that ALL notifiable incidents are notified to SafeWork NSW immediately after becoming aware of a notifiable incident.
2. You must ensure that there is a system/procedure in place for the notification of notifiable incidents, which includes instances where an serious injury or illness, a death or a dangerous incident arise out of the conduct of the business or undertaking.
3. You must ensure that duty managers are aware of the duty to notify SafeWork NSW immediately after becoming aware of a notifiable incident.
4. You must ensure that records of notifiable incidents are kept for at least five years.
5. In accordance with Section 210 of the *Work Health and Safety Act*, you must display this notice in a prominent place at or near the workplace where the workers will see it (e.g. The Apps App Group).

Recommendations (if any): (It is not an offence not to comply with these recommendations)

Recommendations (if any):

The records of notifiable incidents should include the date and time that SafeWork NSW was notified and the reference number and non-disturbance instructions provided. Refer to:

- Workers Health and Safety Regulation 2017 - Clause 699
- SafeWork Australia's INFORMATION SHEET— INCIDENT NOTIFICATION

Issuing Inspector:

ELECTRONICALLY ISSUED

Signature of inspector

18/06/2021

Liverpool Office, LIVERPOOL

+61 (02) 9618 8474

Date issued

Inspector's work address

Inspector's contact number

This contravention must be remedied before:

18/06/2021

Service method:

E-Mail

EASI AUSTRALIA PTY LTD

Person conducting a business or undertaking (PCBU)

Notice given to

Relationship to person to whom notice is issued

Copy of Notice given to

Relationship to person to whom notice is issued

Extension of time for compliance with improvement notice

Improvement notices may include directions concerning the measures which must be taken within the time period set out in the notice. You must take those measures within the time period. If there is some practical reason why you cannot comply with the notice in that time (for example, you are relying on a third party supplying something and they do not deliver it), you may seek an extension of the time period by contacting the inspector who issued you with the notice. The inspector's name and telephone number are on the notice. Please note that an inspector can only extend the time period to comply with the notice if the period specified in the notice (or any further period as extended by the inspector in writing) has not ended.

Internal review of decision

If a decision to issue an improvement notice was made by an inspector, an eligible person may apply for an internal review of that decision.

An eligible person is:

1. The person to whom the notice was issued.
2. A person conducting a business or undertaking whose interests are affected by the decision .
3. A worker whose interests are affected by the decision .
4. A health and safety representative who represents a worker whose interests are affected by the decision .

How does a person apply for a review of a decision?

The person must complete the Application for Internal Review form , and lodge it at SafeWork NSW before the date specified on the improvement notice for compliance has expired or 14 days, whichever is the lesser. There is no application fee.

The operation of the improvement notice is stayed (that is suspended) once the application for review of decision is lodged with SafeWork NSW. The stay remains in effect until a decision is made by SafeWork NSW and whichever of the following is earlier - an external review is applied for or 14 days have elapsed since the person became aware of the SafeWork NSW's decision.

Please contact SafeWork's Governance and Appeals Unit on (02) 4724 4920 for an application form or visit www.safework.nsw.gov.au.

What happens next?

Your application will be reviewed within 14 days unless additional information is required. You will receive written confirmation of the result of the internal review including the reasons for the decision.

External review

If a decision to issue an improvement notice was made by SafeWork NSW or SafeWork NSW has made a decision on internal review, an eligible person may apply to Industrial Relations Commission for an external review of the decision. An external review application must be made within 14 days of the decision first coming to the applicant's notice, or if the regulator is required by the Commission to give the person a statement of reasons, within 14 days after the day on which the statement is provided.

Please refer to www.safework.nsw.gov.au for more information on how to apply for an external review.

Privacy collection statement

This information is collected by SafeWork NSW for the purposes of the Work Health and Safety Act 2011 . SafeWork will use this information for the purposes of establishing and maintaining a database and to assist the SafeWork inspectorate with their work. This information may also be made available to other government agencies.

You may apply to SafeWork to access and correct any of your own personal information SafeWork holds if that information is inaccurate, incomplete, not relevant or out of date. Applications should be made in writing to: Privacy Contact Officer, SafeWork NSW Head Office, Locked Bag 2906, Lisarow, NSW 2252.

An inspector may make minor technical changes to this notice in certain circumstances. This does not change the validity of the notice.



IMPROVEMENT NOTICE

Notice No: 7-401378

This notice is issued under section 191 of the *Work Health and Safety Act 2011*. Section 210 requires that the person to whom an improvement notice is issued must, as soon as possible, display a copy of the notice in a prominent place at or near the workplace, or part of the workplace at which work is being carried out that is affected by the notice.

You must comply with this notice within the period specified. Failure to comply with this notice may incur a maximum penalty of \$58,650 for an individual and \$294,270 for a body corporate.

Notice issued to:

Legal name of person / business or undertaking: EASI AUSTRALIA PTY LTD
ABN: 93628727060 ACN: 628727060
Trading as:
Address: UNIT 2, L 5 380 DOCKLANDS DR, DOCKLANDS, VIC, 3008

Details of contravention:

Site location: Archer St, CHATSWOOD, NSW, 2067

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3. You must ensure that duty managers are aware of the duty to notify SafeWork NSW immediately after becoming aware of a notifiable incident.
4. You must ensure that records of notifiable incidents are kept for at least five years.
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Recommendations (if any): (It is not an offence not to comply with these recommendations)

Recommendations (if any):

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- Workers Health and Safety Regulation 2017 - Clause 699
- SafeWork Australia's INFORMATION SHEET— INCIDENT NOTIFICATION

Issuing Inspector:

ELECTRONICALLY ISSUED

Signature of inspector

18/06/2021

Liverpool Office, LIVERPOOL

+61 (02) 9618 8474

Date issued

Inspector's work address

Inspector's contact number

This contravention must be remedied before:

30/07/2021

Service method:

E-Mail

EASI AUSTRALIA PTY LTD

Person conducting a business or undertaking (PCBU)

Notice given to

Relationship to person to whom notice is issued

Copy of Notice given to

Relationship to person to whom notice is issued

Extension of time for compliance with improvement notice

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You may apply to SafeWork to access and correct any of your own personal information SafeWork holds if that information is inaccurate, incomplete, not relevant or out of date. Applications should be made in writing to: Privacy Contact Officer, SafeWork NSW Head Office, Locked Bag 2906, Lisarow, NSW 2252.

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PART C

Penalty Notice Number: 7450438280

Reference Number: 7-402690

Individual or Registered Company Details:

Name:	EASI AUSTRALIA PTY LTD
Trading As:	

Residential or Company Address:

UNIT 2 L 5 380 DOCKLANDS DR DOCKLANDS VIC 3008

It is alleged that at 11:27:00AM on 21/04/2021
at or near (Suburb/Town): DOCKLANDS
Location Description: Unit 2 L5 380 Docklands Drive.VIC 3008

WHEN THE OFFENCE INDICATED BELOW WAS COMMITTED

Short Title of Offence	Penalty
Fail to immediately notify regulator of notifiable incident - Corporation	\$6,000.00

Inspector: Colleen Harris

Note: If you hold a licence issued by SafeWork NSW, details of this penalty notice may be made publicly available on the SafeWork NSW licence register, see further www.safework.nsw.gov.au/licences-and-registrations/licences/check-a-licence

METHODS OF DISPOSAL TO FINALISE THIS MATTER:
(Further action will be taken if this notice is not finalised within 21 days of the date of service).

- A. **Choose from the options on the payment slip below.**
OR
- B. **Have the matter determined by a court,** Complete and submit the court election form online or contacting 1300 138 118 OR
- C. **Request a review,** If there is an error on the notice or if you wish to seek information on requesting a review of your penalty notice please visit www.revenue.nsw.gov.au

PLEASE CUT ALONG DOTTED LINE

PAYMENT OPTIONS

7450438280

**I ATTACH CHEQUE OR MONEY ORDER WITH PAYMENT SLIP.
CREDIT CARD PAYMENTS CANNOT BE MADE VIA POST.**

- | | | | |
|----|---|-----------------|-----------------------|
| 1. | Website: www.revenue.nsw.gov.au
(Mastercard and Visa Card accepted.
A card payment fee applies). | Date of Offence | 21/04/2021 |
| 2. | Phone : 1300 138 118 | Offence Code | 575,063 - Fail to imr |
| 3. | Post this payment slip with cheque or money order made payable to the Revenue NSW, PO Box 4444, Parramatta, 2124 (write penalty notice number clearly on back of cheque or money order) | Penalty | \$6,000.00 |