Blu Courier Terms of Engagement

These Terms of Engagement apply where an Aramex Courier Franchisee or Regional Franchisee (**Aramex Franchisee**) offers a prospective Blu Courier (**Blu Courier**) the opportunity to perform delivery services for packaged goods (**Services**) through the Blu Couriers electronic platform, and the Blu Courier accepts that offer through the platform. Upon such acceptance, a binding agreement (**Agreement**) is formed between the relevant Aramex Franchisee and the Blu Courier for the provision of the Services, on the terms set out in these Terms of Engagement.

RECITALS:

A. Courier Franchisees operate an Aramex Courier Franchise business in a defined territory pursuant to a Courier Franchise Deed entered into with an Aramex Regional Franchisee. Aramex Regional Franchisees operate an Aramex Regional Franchise business in a defined territory pursuant to a Regional Franchise Deed entered into with the National Master Franchisor.

B. The Courier Franchisee has been assigned a specific territory defined in the Courier Franchise Deed, where it has the right to deliver Aramex parcels. If there is no Courier Franchisee in that territory, then the Regional Franchisee is entitled to deliver Aramex parcels in that territory.

C. The Aramex Franchisee wishes to offer the Blu Courier the opportunity to provide delivery services within its territory using the Blu Courier electronic platform.

D. The Blu Couriers electronic platform allows the Aramex Franchisee to offer to Blu Couriers the opportunity to perform selected deliveries within their territory (**Offer** or **Offers**) for a nominated 'per packaged good' consideration rate (**Fees**).

E. The Blu Courier may accept but is not obliged to accept one or more Offers.

F. If the Blu Courier accepts an Offer and notifies the Aramex Franchisee of its acceptance using the Blu Couriers electronic platform then a contract is formed between that Aramex Franchisee and that Blu Courier to perform the Services and pay the Fee in accordance with these Terms of Engagement.

G. The Blu Courier acknowledges that they are an independent operator and are in no way an employee of Aramex (Australia), its subsidiaries or regional franchisees and will ensure they do not represent themselves as such for any purpose.

1. Engagement and acknowledgements

The Aramex Franchisee engages the Blu Courier to provide the Services described in **Schedule 1** (**Services**) subject to these Terms of Engagement.

The Aramex Franchisee acknowledges that the Blu Courier can:

(i) work for other businesses (including competitors of the Aramex Franchisee);

(ii) sub-contract the Services outlined in **Schedule 1**.

2. Duration

The Agreement governed by these Terms of Engagement will commence on the date upon which the Blu Courier accepts an Offer and notifies the Aramex Franchisee of its acceptance using the Blu Couriers electronic platform and will continue until terminated in accordance with these Terms of Engagement (**Term**).

3. Provision of services by the Blu Courier

3.1 Services to Aramex Franchisee

The Blu Courier will provide the Services to the Aramex Franchisee in accordance with Aramex delivery standards set out at www.aramex.com.au. The Services are set out in **Schedule 1**.

The Aramex Franchisee does not guarantee any minimum level of Offers, Fees or number of Services that the Blu Courier will be entitled to provide, earn or be allocated.

The Aramex Franchisee does not require the Blu Courier to be available to work at specific times including, specific days or certain times of day. The Aramex Franchisee also acknowledges that it does not require the Blu Courier to work for a minimum number of hours.

3.2 Equipment

The Blu Courier is required to have available a registered and road worthy motor vehicle and a mobile telephone and number. The equipment provided and used by the Blu Courier to provide the Services must be suitable for the Services and must be maintained by the Blu Courier in good working condition.

Each Blu Courier will be liable for a weekly fee, as advised by the Aramex Franchisee from time to time, for access to use the software required to provide the Services. This weekly fee is subject to change by notification.

4. Fees

4.1 Fees

The Aramex Franchisee must pay the relevant Fees to the Blu Courier in consideration of providing the Services as set out in **Schedule 1 (Fees).** The Fees are exclusive of any goods and services tax imposed under *The New Tax System* (*Goods and Services Tax) Act 1999* (GST). Where GST is payable on a supply made by the Blu Courier under these Terms of Engagement, the Blu Courier may charge the Aramex Franchisee an additional amount equal to the GST payable on that supply.

4.2 Payment

The Aramex Franchisee must pay the Fees and any GST amount weekly in arrears and will issue a Statement of Services and Fees detailing the Offers accepted and completed by the Blu Courier.

A recipient-created tax invoice will accompany the Statement of Services and Fees, including the Blu Courier's ABN and such other details as required by the Aramex Franchisee from time to time.

The Blu Courier acknowledges that the Aramex Franchisee may require additional information in order to process payment of the Fees. Accordingly, to avoid any delay in the payment of the Fees, Blu Courier undertakes to provide the Aramex Franchisee with any information and supporting documentation required without undue delay.

5. Use of the Aramex Franchisee's facilities

The Blu Courier may, for the purpose of performing the Services, use the property or facilities of the Courier Franchisee or Regional Franchisee with their prior consent. The Blu Courier's use of any such property or facilities is at its own risk, except to the extent that any damage is caused by the Aramex Franchisee's act, omission or negligence.

6. Blu Courier's obligations

(a) The Blu Courier must perform the Services in a diligent and professional manner as set out in **Schedule 1** and otherwise according to any standards that would normally apply to the provision of such services and must take all reasonable and necessary steps to ensure that any employees or agents involved in providing the Services do so in the same manner.

(b) The Blu Courier must take out and maintain all insurances required by law including the insurances listed in **Schedule 1**. The insurances must be taken out for the minimum amount set out in **Schedule 1** and must be maintained during the Term at the cost of the Blu Courier.

(c) The Blu Courier must provide the Services at its own cost and, unless specified in **Schedule 1**, and will not be reimbursed for any out of pocket expenses.

(d) The Blu Courier must pay its own taxes, including any payroll tax.

(e) The Blu Courier is solely responsible for paying its employees and agents all remuneration and benefits including salary, superannuation, annual leave, sick leave, long service leave and any other benefits to which they may be entitled as its employees and agents and for otherwise complying with all relevant legislation and industrial awards which are applicable to its employees.

(f) The Blu Courier must strictly comply with Aramex's process in relation to the provision of alcohol parcels as directed by Aramex from time to time, including the requirement to check and accurately capture all required information relating to a receiver's age and proof of identity. The Blu Courier must check for ID if the receiver appears under 25.

(g) The Blu Courier must obtain and provide to the Aramex Franchisee an Australian Business Number and evidence of its right to work in Australia.

(h) If the Blu Courier is registered for GST, the Blu Courier must advise the Aramex Franchisee of the GST registration and will be paid GST on the Fees (less deductions). If the Blu Courier is not registered for GST, the Aramex Franchisee will not pay GST to the Blu Courier in respect of the Fees.

(i) If a Blu Courier changes its GST registration status, it must notify Aramex Franchisee within 7 (seven) days. For Blu Couriers newly registered for GST, Aramex Franchisee will only pay GST on those Fees earned during the week immediately preceding the GST registration and notification to Aramex Franchisee.

(j) The Blu Courier agrees not to:
   a deliberately or maliciously disparage or injure the reputation of the Aramex brand, the Aramex Franchisee or any of its officers, employees or agents;
   b do anything which would disparage and/or which the Blu Courier ought to have reasonably known would disparage the Aramex brand, Aramex Franchisee, or any of its officers, employees or agents; and
   c do anything which would or would be likely to disparage the reputation and activities of the Aramex brand, the Aramex Franchisee or any of its officers, employees or agents.

7. Relationship between parties

The relationship between the Aramex Franchisee and the Blu Courier is that of a principal and independent contractor. Nothing in these Terms of Engagement constitutes the relationship of partnership or employer and employee between the Aramex Franchisee and the Blu Courier.

8. Confidentiality

(a) The Blu Courier must not and must ensure that its employees and agents do not, either during or after the Term, disclose any confidential information relating to the Aramex Franchisee, except in the proper course of performing its duties under these Terms of Engagement, as required by law, or with the previous written consent of the Aramex Franchisee.

(b) The Blu Courier and its employees and agents must only use the confidential information for the purpose of performing the Services and must not use or attempt to use any such confidential information in any manner which may injure or cause loss to the Aramex Franchisee.

(c) The Blu Courier must, upon request from the Aramex Franchisee, procure a confidentiality undertaking from any or all employees or agents of the Blu Courier who provide Services under these Terms of Engagement. The terms of that undertaking must be in or to the same effect as the terms of this clause.

9. Indemnity

The Blu Courier will indemnify the Aramex Franchisee against liability for all loss, damage or injury to any person or property caused by the Blu Courier or its employees or agents in the course of providing the Services. This clause survives the termination of the Agreement governed by these Terms of Engagement.

10. Termination of Agreement

10.1 Termination by notice

Either party may terminate the Agreement by giving at least 7 (seven) days written notice to the other party.

10.2 Termination for breach

(a) If a party breaches any of these Terms of Engagement, the other party may give notice requiring that party to rectify the breach. If the notified party fails to rectify the breach to the satisfaction of the notifying party within the time to remedy period provided, which will not be unreasonable, the notifying party may terminate the Agreement by notice in writing.

(b) The Aramex Franchisee may terminate the Agreement at any time without notice if the Blu Courier engages in a serious, material or fundamental breach of these Terms of Engagement.

(c) The Aramex Franchisee may terminate the Agreement at any time by notice in writing to the Blu Courier if the Blu Courier:

(i) is guilty of any dishonesty, serious misconduct or serious neglect of duty in connection with the provision of the Services; or

(ii) engages in any act or omission that in the reasonable opinion of the Aramex Franchisee has or will likely have the effect of causing material damage to the Aramex Franchisee or the Aramex network.

10.3 Termination for insolvency

Either party may terminate the Agreement if:

(a) the other party enters into a Deed of Arrangement or an order is made for it to be wound up;

(b) an administrator, receiver or receiver/manager or a liquidator is appointed to the other party pursuant to the *Corporations Act 2001 (Cth)*; or

(c) the other party would be presumed to be insolvent by a court in any of the circumstances referred to in the *Corporations Act 2001 (Cth).*

10.4 Obligations upon termination

If on termination of the Agreement the Blu Courier is owed any Fees, expenses or reimbursements, subject to the Aramex Franchisee having the right to set-off any

moneys owing to it by the Blu Courier, whether a liquidated amount or otherwise, the Aramex Franchisee will issue a Statement of Services and Fees and corresponding recipient created tax invoice to the Blu Courier and pay all amounts payable to the Blu Courier within 7 (seven) days of the date of termination.

11. Set Off

Both parties acknowledge and agree that any payments made to the Blu Courier under these Terms of Engagement are inclusive of, in full satisfaction of, in entire compensation for, and may be set off against, all payments, rates (however described), loadings, penalties, allowances and/or entitlements to which the Blu Courier and/or any of its employees or agents may otherwise be entitled to under any applicable industrial instrument, industrial law or contract determination. For the avoidance of doubt, this clause will prevail in the event that the Blu Courier is deemed to be an employee or a contractor under a contract of carriage. In addition, the Blu Courier will indemnify the Aramex Franchisee in relation to any claim, demand, suit or action brought by a Blu Courier employee or agent against the Aramex Franchisee with respect to any remuneration, payment, entitlement or compensation arising from or with respect to any services provided under these Terms of Engagement.

12. Assignment

12.1 An Aramex Franchisee (**Assignor**) may assign, transfer or novate its rights under the Agreement to another Aramex Franchisee (**Assignee**) upon that Assignee entering into a Courier Franchise Deed with the Regional Franchisee in relation to the Assignor's Aramex territory without the prior consent of the Blu Courier.

12.2 The Blu Courier may not assign, transfer or novate its rights or obligations under the Agreement.

13. General

13.1 Entire Agreement

These Terms of Engagement constitute the entire agreement of the parties in respect of the matters dealt with in these Terms of Engagement and supersede all prior agreements, understandings, undertakings and negotiations in respect of the matters dealt with in these Terms of Engagement.

13.2 Governing law

These Terms of Engagement are governed by and are to be construed and take effect in accordance with, the laws of the State in which the Services are provided.

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State in which the Services are provided.

SCHEDULE 1

A. Services

The Services to be performed are the delivery of packaged goods within the Aramex Franchisee's territory offered to the Blu Courier by the Aramex Franchisee, or Offers that are pre-allocated to the Blu Courier by the Aramex Franchisee, and accepted by the Blu Courier via the Blu Couriers electronic platform.

The Blu Courier acknowledges that if it is unable to successfully or safely deliver a parcel to the receiver, that it must deliver that parcel back to the Aramex Franchisee depot or a Parcel Connect agent within the Aramex's Franchisee's territory, in accordance with Aramex's standard processes and the Regional Franchisee's instructions.

B. Fees

The Fees for each delivery performed by the Blu Courier for the Aramex Franchisee will be set out on the Blu Couriers electronic platform and will be paid in accordance with these Terms of Engagement after completion of the Services.

C. Insurances

Public liability insurance in the amount of $0.90 incl GST (+ stamp duty) per day will be deducted from the Fees.

Accident and Injury insurance in the amount of $1.87 incl GST (+ stamp duty) per day will be deducted from the Fees.