

## PARCEL CONNECT LICENCE AGREEMENT

This Agreement is made on \_\_\_\_\_ 2017.

### PARTIES:

- A. **Parcel Connect (Aust) Pty Ltd ACN 098 711 132** of Level 9, 491 Kent Street, Sydney ("Parcel Connect")
- B. \_\_\_\_\_ of \_\_\_\_\_ (address) (the "Agent")
- C. \_\_\_\_\_ of \_\_\_\_\_ (address) (the "RF")

### RECITALS:

1. The Agent wishes to have the right to act as a Parcel Connect Agent at the premises located at \_\_\_\_\_ (the "Premises").
2. The Agent agrees that it will at all times operate the "Parcel Connect Agency" (the "Agency") in accordance with the terms of this agreement and the Parcel Connect Operations Manual.

### AGREEMENT:

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1. **Term**
  - 1.1 This Agreement commences on the date of this agreement and shall continue until terminated in accordance with clause 14 ("Term").
2. **Premises**
  - 2.1 The Agency shall only be carried on by the Agent from the Premises and no other location. The Agent is absolutely responsible to obtain (and provide evidence to Parcel Connect if required) the consent of any third party for the right to operate the Agency at the Premises and to erect and use any signage or materials required under the Agency.
3. **Nature of the Agency**
  - 3.1 This Agreement does not create or confer upon the Agent:
    - (a) a franchise of any kind or nature (Parcel Connect or Fastway Couriers or otherwise);
    - (b) any right to claim to be a member, franchisee or licensee of the Fastway Couriers Network;
    - (c) any territory (exclusive or non-exclusive); or
    - (d) any right to claim it has a sponsorship or affiliation with Fastway other than as a Parcel Connect Agency.
  - 3.2 The Agency confers upon the Agent the right and obligation during the Term:
    - (a) to receive, process, safely store at the Premises and subsequently release to Fastway Couriers or a consignee, parcels accepted from Customers that have prepaid Parcel Connect Labels, or parcels accepted from Fastway Couriers for collection by a consignee; and
    - (b) to be paid the remuneration set out in this Agreement for those services.
  - 3.3 The parties acknowledge that:
    - (a) no fee or payment of any kind or nature is payable by the Agent for entering into this Agreement or being granted the Agency; and
    - (b) Parcel Connect is not granting a right to conduct a business, simply contracting with the Agent, as an independent contractor, to provide the services required under this Agreement;
    - (c) the contract entered into with each Customer for acceptance and delivery of a parcel is:
      - (i) based on Fastway's terms and conditions as referred to on the Parcel Connect website; and
      - (ii) Parcel Connect has authority to issue the prepaid label and enter into that contract as agent for the Fastway courier carrier.

#### 4. Payment

- 4.1 In consideration of the Agent performing its obligations under this Agency, the Agent will be paid:
- (a) a commission, payable by Parcel Connect, in respect to each parcel with a Parcel Connect prepaid electronic label accepted and processed by the Agent at the Premises; and
  - (b) a handling fee, payable by the RF, in relation to each Fastway parcel and Parcel Connect parcel received, stored and processed at the Premises by the Agent.
- 4.2 The commission payable by Parcel Connect during the Term, to the Agent, is equal to 13.043% of the sale price of the prepaid Parcel Connect electronic labels for parcels processed by the Agency (or such other amount agreed by Parcel Connect) plus GST.
- 4.3 The handling fee payable by the RF during the Term, to the Agent, is equal to \$0.\_\_\_\_ (plus GST) per parcel for parcels received, stored and processed at the Premises by the Agent for collection by a Fastway courier or a consignee.

#### 5. RF Remuneration

The RF shall be entitled to be paid by Parcel Connect:

- (a) the frequent user rate on the RF's Fastway Couriers rate schedule for the service to which the electronic label relates or such other amount as agreed with Parcel Connect; and
- (b) a commission of 7.186% or such other amount as agreed with Parcel Connect of the sale price of the prepaid Parcel Connect electronic labels which labels are placed on parcels and satchels and are dropped into the Agents Premises for delivery.

#### 6. Invoicing and payment

- 6.1 Parcel Connect shall create recipient created tax invoices ("**RCTI's**") for services performed by the Agent to Parcel Connect for the commission payable to the Agent. The RCTI's shall be created and issued on or before the fourth working day of every month for the previous month. Invoices will be paid by Parcel Connect 2 days after issue thereof or as otherwise directed by Parcel Connect.
- 6.2 Parcel Connect shall also create RCTI's and issue them to the RF on the first working day of every month for the previous month for the amounts payable pursuant to clause 5. Invoices will be paid by Parcel Connect 7 days after issue thereof or as otherwise directed by Parcel Connect.
- 6.3 The Agent shall invoice the RF on or before the fourth working day of every month for the previous month for the amounts payable pursuant to clause 4.3. Invoices will be paid by the RF 2 days after issue thereof or as otherwise agreed with the Agent.

#### 7. Obligations of Agent

- 7.1 The Agent must in the conduct of the Agency strictly comply with its obligations under the Parcel Connect Operations Manual (the "**Manual**"). Parcel Connect may from time to time vary the terms of the Manual in its absolute discretion.
- 7.2 The Agent must provide a secure storage area for the storage of parcels dropped off at the Premises for collection.
- 7.3 The Agent must comply with all procedures for acceptance and release of parcels, view proof of identification and scan the label into the Agent portal.
- 7.4 The Agent must maintain in full force and effect throughout the Term, at its sole cost public liability insurance in respect to the Location. If the Agent does not effect such insurance, the Agent acknowledges that the indemnity provisions of clause 10 shall apply.
- 7.5. The Agent acknowledges its responsibilities under the responsible delivery of alcohol regulations applicable in its State of operation and the National Harm Minimisation Program, and will undertake the ID checking requirements, in accordance with the Guide attached, prior to handing over deliveries of alcohol to a customer.
- 7.6 The Agent shall be required to register for GST and provide evidence thereof to Parcel Connect on or before commencement of the Term.

#### 8. Obligations of Parcel Connect

- 8.1 Parcel Connect must provide to the Agent:

- (a) a copy of the Manual;
- (b) appropriate software or an electronic scanner to record the receipt and despatch of parcels the Agent receives and despatches;
- (c) such approved signs, logos and display material from time to time as are reasonably required by the Agent to operate the Agency,

and whilst in its possession the Agent must take reasonable care not to damage, destroy or lose these items. All of these items must be returned to Parcel Connect on the termination or expiry of this Agreement.

- 8.2 Parcel Connect must maintain an electronic label system to allow customers to purchase labels for freight delivery services from the Parcel Connect website or other channels nominated by Parcel Connect from time to time.

## 9. Obligations of RF

- 9.1 The RF must advise its Fastway couriers of the location and operating hours of the Agent and ensure that the Agent is provided with pick-up and delivery services by a Fastway courier on at least a daily basis, or as otherwise required by agreement between the Agent and the RF.

## 10. Indemnity

- 10.1 Subject to clause 10.2, the Agent hereby agrees to indemnify Parcel Connect and the RF against all claims, demands, damages, actions, losses, liability, costs and expenses made incurred or suffered as a result of or in connection with the operation by the Agent of the Agency including without limitation arising out of any act or omission by the Agent, its servants or agents.

- 10.2 Nothing in this agreement will require the Agent to indemnify Parcel Connect or an RF in relation to a claim for a lost or damaged Fastway parcel in the care or control of the Agent.

## 11. Trademarks

- 11.1 Parcel Connect grants to the Agent a limited personal non-exclusive licence to use the 'Parcel Connect' trademarks solely for the purposes of operating the Agency during the Term of this Agreement. The Agent must only use them in approved ways and strictly in accordance with the terms of this Agreement and the Manual. The Agent has no right to register a domain name or business name that comprises any of the following words (or a combination or derivative of them) "Parcel Connect" or "Fastway Couriers".

- 11.2 The Agent acknowledges that:

- (a) the RF has separately been granted the right under licence to the use of the "Fastway Couriers" trademarks and business names and all other distinctive or promotional symbols, designs, colour schemes, words, data, materials or other means of identification, whether visual or aural (the "**Fastway Trademarks**"); and
- (b) the licence to use any Parcel Connect trademarks or Fastway Trademarks immediately ends if this Agency is terminated or expires.

## 12. Relationship between the parties

- 12.1 The parties acknowledge that their relationship in respect of the operation of the Agency is of independent contractors and not a partner or joint venturer or of principal and agent (except as expressly provided herein).

- 12.2 This Agreement is personal to the Agent and it cannot be assigned or novated to another person or entity without the prior written consent of Parcel Connect and the RF (which consent can be withheld or given subject to such conditions determined by Parcel Connect and the RF in their absolute discretion). If the Agent is a company and /or trust, any proposed change in shareholding, directorship or beneficiaries will constitute an assignment or novation to another person or entity.

**13. Entire Agreement**

13.1 The Agent acknowledges that this Agreement contains the entire agreement between the parties and no representations warranties inducements or promises made by Parcel Connect or the RF and no other agreements shall add to or vary this Agreement or be of any force or effect.

**14. Termination**

14.1 This Agreement may be terminated immediately by Parcel Connect, by notice in writing to the Agent in the event that:

- (a) the Agent becomes bankrupt, insolvent under administration or an externally administered body corporate, admits or is deemed to be insolvent, or proposes or enters into any scheme of arrangement or assignment or a composition with its creditors, or a receiver is appointed over any of its property; or
- (b) the Agent is in breach of any one or more of its obligations set out in this Agreement or in the Manual.

14.2 This Agreement may be terminated by either Parcel Connect or the Agent without cause by providing not less than 30 days prior notice in writing to the other parties.

14.3 Termination of this Agreement shall not release any party from payment in full of all sums owing or to become owing to the other parties and shall be without prejudice to the right of any party to sue for any breach of the terms hereof.

14.4 Upon termination of this Agreement for any reason (including expiry) the Agent shall immediately cease use of, disable and/or deliver up to Parcel Connect, the RF or its nominee all Parcel Connect and Fastway Couriers material set out in the Manual, including but not limited to any software, electronic scanning device, the Manual and all or any signage and marketing material that relates to the Agency. Any parcels in its possession waiting processing or despatch must be delivered up to such person nominated by the RF or Parcel Connect.

**15. Notice**

15.1 A notice given under this Agreement can be given personally or by post, facsimile or email to the address of a person specified in this Agreement or to the address, facsimile or email notified to the other parties for service of notices.

Execution page to follow.

**Executed by Parcel Connect (Aust) Pty Ltd ACN** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Full name (print)

\_\_\_\_\_  
Signature of Director/Company Secretary

\_\_\_\_\_  
Full name (print)

**Executed by ACN (RF)** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Full name (print)

\_\_\_\_\_  
Signature of Director/Company Secretary

\_\_\_\_\_  
Full name (print)

**Executed by ACN (Agent)** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
**Signature of Director**

\_\_\_\_\_  
**Full name (print)**

\_\_\_\_\_  
Signature of Director/Company Secretary

\_\_\_\_\_  
Full name (print)