[redacted]

Date: [redacted]

Restaurant registered name: [redacted]

ABN/ACN: [redacted]

Address: [redacted]

This Master Framework Letter Agreement ("Letter") constitutes a legal agreement between:

[redacted]'s ("Restaurant" or "you"), Uber Portier B.V., a private limited liability company established in the Netherlands, having its offices at Meester. Treublaan 7, 1097 DP Amsterdam, The Netherlands ("Uber") and Portier Pacific Pty Limited, an Australian company registered in New South Wales under ACN 622 365 459 (Portier" Pacific"). Portier Pacific will procure and facilitate the provision of lead generation services, being on-demand intermediary and related services rendered via a digital technology network ("Uber Services") to you, an independent provider of Meals, and Uber will license you a tablet, mobile and web application (the "Uber Tool"). The Uber Services and Uber Tool enable you to seek, receive and fulfill requests for Meals from your customers via the mobile application provided by Uber to authorised end users ("UberEATS App") and to connect with independent providers of delivery services ("Delivery Partners"). In order to use the Uber Services and Uber Tool, you must agree to the terms and conditions that are set forth below. Upon your execution (electronic or otherwise) of this Agreement, you, Uber and Portier Pacific shall be bound by the terms and conditions set forth herein as of the date set forth above ("Effective Date").

The terms of our agreement are as follows:

1. **Structure of Agreement**. This agreement shall consist of this Letter, together with any addendums (individually, an "Addendum") addressing areas of collaboration agreed to by the parties (this Letter and any and all such Addendums are collectively the "Agreement"). Each such Addendum that references this Letter, once executed by all parties, will be incorporated into this Letter by reference. In connection with each Addendum, Uber and/or Portier Pacific will designate the actions, responsibilities and services to be respectively provided by each of the parties. In the event of a conflict, mutually agreed terms contained in an Addendum will supersede conflicting terms contained in this Letter, but only with respect to the activities designated in such Addendum.

2. **Intended Projects.** The parties agree to work in good faith with one another on certain collaborative projects, which may include those outlined below in section 2(a) or other projects as mutually agreed by the parties, in connection with the meals you make available (each, a "Meal") via the Uber Tool. Each project will be further specified in an Addendum, and any such project will only be undertaken once the parties mutually execute such Addendum.

a. **UberEATS App.**The general availability of Meals to end users of the UberEATS App during your normal business hours. Your customers may select Meals from your menu.

3. **Uber Tool and Intellectual Property**. Subject to the terms and conditions of this Agreement, Uber 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 Uber Tool in connection with the provision of the Uber Services by Portier Pacific, solely for the purpose of providing Meals to customers, tracking resulting Meal Payments and fees, and connecting with Delivery Partners. Uber, its affiliates and respective licensors reserve all rights not expressly granted in this Agreement. The Uber Tool and all related data (including all intellectual property rights in all of the foregoing) are and remain the property of Uber, its affiliates and respective licensors. You shall not improperly use the Uber Services or Uber Tool. You shall not use any of Uber's names, logos or marks for any commercial purpose except as Uber expressly allows, nor shall you try to register or otherwise use or claim ownership over any of Uber or its affiliates' names, logos or marks. You shall not copy, modify, distribute, sell or lease any part of the Uber Tool or related data, nor shall you reverse engineer or attempt to extract the source code of Uber's software, except if allowed by law. You acknowledge and agree that Uber is a technology services provider and that neither Uber, Portier Pacific nor its affiliates provide any delivery or logistics services. You agree that Portier Pacific may make available to your customers a receipt and/or tax invoice for Meal(s) they purchased from you via the UberEATS App.

[redacted]

You: (i) appoint Portier Pacific as your limited payment collection agent solely for the purpose of accepting payments from your customers on your behalf via the payment processing functionality facilitated by the Uber Services; and (ii) agree that payment made by your customer to Portier Pacific (or to an affiliate of Portier Pacific) shall be considered the same as payment made directly by your customer to you.

4. **Delivery Services**. For purposes of delivery of the Meals, Uber, Portier Pacific and the Delivery Partners shall operate under cover of yourretail license privileges and control, as your agent, and not employee. For the sake of clarity, as between you, Uber and Portier Pacific, you, through the services provided by Delivery Partners, are responsible for the delivery of Meals and you maintain possession, control and care of the Meals at all times.

5. **Availability of Meals**.

a. Meals.Portier Pacific may provide you with reasonable advice regarding demand prediction, which you may use in connection with your determination of the quantity and type of Meals you make available via the Uber Tool. You will provide all hot Meals at a temperature of at least 60 °C and all cold Meals at a temperature of less than 5 °C (the "Safe Temperature Range"). You will determine any quality, portion, size, ingredient or other criteria that apply to the Meals ("Criteria") and you are solely responsible for ensuring that your Meals meet such Criteria when they are made available via the Uber Tool. In the event you fail to prepare Meals within the Safe Temperature Range or if any Meals are inconsistent with the Criteria (each, a "Substandard Meal"), Portier Pacific is under no obligation to make such Substandard Meals available for sale via the Uber Tool. Meals that contain or may contain an endangered species will be removed from the UberEATS App.

b. Taxes.You are responsible for determining and setting the retail price ("Retail Price") for each Meal to be made available for sale via the Uber Tool. You shall be the "retailer", "provider" or "seller" of all Meals (including delivery services related to such Meals) for GST purposes and the responsible party for collection and remittance of the applicable taxes. For the sake of clarity, the retail price for each Meal shall include GST, but you are solely responsible for determining all applicable taxes and identifying and informing Portier Pacific of the appropriate tax amount for Portier Pacific to charge on your behalf for Meals sold under this Agreement. Except as may be expressly agreed in this Agreement, each party shall be responsible for its expenses and costs during its performance under this Agreement.

c. GST. Unless expressly stated otherwise in this Agreement, all amounts payable or consideration to be provided under this Agreement by you to Portier Pacific are exclusive of GST. If GST is payable on any supply by Portier Pacific made under this Agreement, for which the consideration is not expressly stated to include GST, you agree to pay Portier Pacific 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 Portier Pacific includes GST that is payable by the representative member of Portier Pacific's GST group.

d. GST Law. The parties agree that, for the purposes of the GST law, Portier Pacific supplies to you the Uber Services in sole consideration for the Service Fee. In addition, Uber supplies to you a licence to use the Uber Tool under section 3 for no consideration.

e. Meal Inventory.You maintain title to all Meal inventory until each Meal is delivered to your customer. You are responsible for the costs of all Substandard Meals. You are responsible for costs related to reimbursement to your customers in the event any such customer(s) request a refund for unsatisfactory Meal(s) (including, without limitation, any costs associated with retrieving any such unsatisfactory Meal(s), if applicable). Portier Pacific may deduct refunds from the payment made to you under this Agreement.

f. Service Fee.In consideration of Portier Pacific's provision of the Uber Services, you agree to pay Portier Pacific a service fee as specifically set forth on each applicable Addendum (the "Service Fee"). All fees under this Agreement shall be paid in Australian dollars.

g. Nutritional Information. If you choose to make nutritional information for Meals, such as calorie count or allergen information, available to view in the UberEATS App, you represent and warrant that such information is accurate.

6. **Promotional Activities**.

a. Marketing.Uber and/or Portier Pacific may showcase the availability of your Meals via the UberEATS App (e.g., Uber's or Portier Pacific's social media channels, websites, through various promotional activities advertisements or blogs).

b.Marks.Subject to the terms and conditions of this Agreement, Uber and you hereby grant to each other (and, in the case of Uber, to its affiliates) for no consideration, a limited, non-exclusive and non-transferable license during the Term to use such party's respective Marks (as defined below), on a royalty-free basis, for the sole purpose of performing the promotional activities as set forth in an applicable Addendum. For purposes of this Agreement, the term "Marks" will mean the trademarks, service marks, trade names, copyrights, logos, slogans and other identifying symbols and indicia of the applicable party. All uses of a party's marks by the other party will be in the form and format specified or approved by the owner of such marks. Neither party will use the other party's marks without the prior, express, written consent of the other party. All goodwill related to the use of a party's marks by the other party shall inure to the benefit of the owner of such marks. Each Mark licensor reserves the right to revoke the licensee's permission to use the licensor's Marks should the quality of the licensee's services fall below a standard deemed acceptable by the licensor. Except as expressly set forth herein, neither party shall be deemed to grant the other party any license or rights under any intellectual property or other proprietary rights. All rights not granted are expressly reserved.

c.Publicity.Except as may be expressly set forth in this Agreement or an applicable Addendum, or agreed by the parties in writing, the parties may not issue a press release or otherwise refer to the other parties in any manner with respect to this Agreement or otherwise, without the prior written consent of such other party.

In Process

7. **Confidential Information.**

a.Definition. "ConfidentialInformation" means any confidential, proprietary or other non-public information disclosed by one party (the "Discloser") to the other (the "Recipient"), whether disclosed verbally, in writing, or by inspection of tangible objects. Confidential Information will not include information that (a) was previously known to the Recipient without an obligation of confidentiality; (b) was acquired by the Recipient without any obligation of confidentiality from a third party with the right to make such disclosure; or (c) is or becomes publicly available through no fault of the Recipient. Each Recipient agrees that it will not disclose to any third parties, or use in any way other than as necessary to perform this Agreement, the Discloser's Confidential Information. Each Recipient will ensure that Confidential Information will only be made available to those of its employees and agents who have a need to know such Confidential Information and who are to be bound by written obligations of confidentiality at least as protective of the Discloser as this Agreement before such individual has access to the Discloser's Confidential Information. Each Recipient will not, and will not authorize others to, remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of the Discloser's Confidential Information. The foregoing prohibition on disclosure of Confidential Information will not apply to the extent the Discloser has authorized such disclosure, nor to the extent a Recipient is required to disclose certain Confidential Information of the Discloser as a matter of law or by order of a court, provided that the Recipient gives the Discloser prior written notice of such obligation to disclose and reasonably assist in obtaining a protective order prior to making such disclosure. Upon expiration or termination of this Agreement and as requested by a Discloser, each Recipient will deliver to the Discloser (or destroy at the Discloser's election) any and all materials or documents containing the Discloser's Confidential Information, together with all copies thereof in whatever form.

b.Privacy. You agree to use, disclose, store, retain or otherwise process Personal Data solely for the purpose of providing Meals under this Agreement. You shall maintain the accuracy and integrity of any Personal Data provided by Uber in its possession, custody or control. You agree to retain Personal Data provided to you by Uber solely by using the software and tools licensed to you for no consideration by Uber. For the purposes of this Agreement, "Personal Data" means any information obtained in connection with this Agreement (i) relating to an identified or identifiable natural person; (ii) that can reasonably be used to identify or authenticate an individual, including but not limited to name, contact information, precise location information, persistent identifiers, and (iii) any information that

may otherwise be considered “personal data” or “personal information” under the applicable law. Notwithstanding anything to the contrary in this Agreement, you shall, at your expense, defend, indemnify and hold harmless Uber, its affiliates and their respective directors, officers, employees and agents from and against all liability and loss in connection with (a) any loss, unauthorized disclosure, theft, or compromise of personal data by or from you and/or your sub-processors and (b) any breach of and/or non-compliance with the Agreement or where appropriate, any EU data protection legislation by you and/or your sub-processors. The foregoing indemnification shall be subject to notice, claim defense, cooperation and other requirements set forth in section 9(b) of this Agreement. **Onward Transfers**. To the extent that Uber and/or you transfers the other party's Personal Data outside the European Economic Area or to a jurisdiction where a European Commission positive adequacy decision under Article 25(6) of Data Protection Directive is not in force and covers such a transfer, the respective party shall be responsible for ensuring that any such onward transfer to third parties, including affiliates, employees, officers and/or consultants of such parties, takes place with an adequate level of protection as required by the Data Protection Directive.

8. **Representations and Warranties; Disclaimer**.

a. Each party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with or performing under this Agreement (in your case, including without limitation, any exclusive agreements with any third parties for the availability of food via a technology platform); (d) it will comply with all applicable laws and regulations in its performance of this Agreement (including without limitation all applicable data protection laws); and (e) the content, media and other materials used or provided as part of this Agreement shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party.

In Process

b. **THIS SECTION 8(b) APPLIES ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND DOES NOT (AND IS NOT INTENDED TO) OVERRIDE ANY RIGHTS THAT A PARTY MAY HAVE PURSUANT TO APPLICABLE LAW.** EXCEPT AS SET FORTH HEREIN, EACH PARTY MAKES NO REPRESENTATIONS, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS SERVICES OR PRODUCTS OR ANY PORTION THEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

9. **Indemnification**.

a. Indemnified Claims.Each party (the “Indemnifying Party”) will indemnify, defend (at the other party's option) and hold harmless the other party, its affiliates and their respective directors, officers, employees and agents (the “Indemnified Party”) from and against any and all claims, damages, losses and expenses (including reasonable legal fees) (collectively, “Losses”) with respect to any third party claim arising out of or related to: (a) the negligence or willful misconduct of the Indemnifying Party and its employees or agents (in your case, excluding Uber, Portier Pacific and Delivery Partners to the extent they are your agents pursuant to Section 4) in their performance of this Agreement; (b) any claims that the Indemnifying Party breached its representations and warranties in this Agreement;
(c) any claims that the Indemnifying Party’s Marks infringe a third party’s intellectual property rights, as long as such Marks have been used in the manner approved by the Indemnifying Party; or (d) any breach of and/or non-compliance with applicable data protection laws. In addition, you will indemnify, defend and hold harmless the Uber and Portier Pacific Indemnified Parties from and against any and all Losses with respect to any third party claim arising out of or related to any harm resulting from your violation or alleged violation of any applicable retail food or other health and safety code, rule or regulation, except to the extent such harm was directly caused by the gross negligence or willful misconduct of Uber, Portier Pacific or their employees, agents or Delivery Partners.

b. Procedure. Each Indemnified Party shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder. The Indemnifying Party will assume the defense of the claim through counsel designated by it and reasonably acceptable to the Indemnified Party. The Indemnifying Party will not settle or compromise any claim, or consent to the entry of any judgment, without written consent of the Indemnified Party, which will not be unreasonably withheld. The Indemnified Party will reasonably cooperate with the Indemnifying Party in the defense of a claim, at Indemnifying Party’s expense.

[redacted]

10. **Limitations of Liability**. **THIS SECTION 10 APPLIES ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND DOES NOT (AND IS NOT INTENDED TO) OVERRIDE ANY RIGHTS THAT A PARTY MAY HAVE PURSUANT TO APPLICABLE LAW, INCLUDING THE AUSTRALIAN CONSUMER LAW.** EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY, (A)IN NO EVENT SHALL A PARTY BE LIABLE FOR ANY CLAIM FOR ANY INDIRECT, WILLFUL, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF BUSINESS PROFITS, OR DAMAGES FOR LOSS OF BUSINESS OF RESTAURANT OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, OR LOSS OR INACCURACY OF DATA OF ANY KIND, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) UBER AND PORTIER PACIFIC'S COMBINED TOTAL CUMULATIVE LIABILITY OF EACH AND EVERY KIND TO RESTAURANT UNDER THIS AGREEMENT SHALL NOT EXCEED AU$100,000, AND RESTAURANT'S TOTAL CUMULATIVE LIABILITY OF EACH AND EVERY KIND TO UBER AND PORTIER UNDER THIS AGREEMENT SHALL NOT EXCEED AU$100,000. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. THESE LIMITATIONS DO NOT PURPORT TO LIMIT LIABILITY THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

11. Insurance. During the Term and for one (1) year thereafter, each party shall maintain General Commercial Liability and, ifrequired by law, Workers' Compensation insurance. The General Commercial Liability insurance policy limits shall be not less than One Million Australian Dollars (AUD$1,000,000) combined single limit per occurrence for bodily injury, death and property damage liability, and Two Million Australian Dollars (AUD$2,000,000) in aggregate. All policies shall be written by reputable insurance companies authorised to do business in Australia and hold a Best's policyholder rating of not less than A VII or otherwise regulated under the Insurance Act 1973 (Cth). The insurance held by you under this section 11 shall be primary and non-contributing to any insurance maintained or obtained by Uber or Portier Pacific and all such insurance shall not be cancelled or materially reduced without thirty (30) days prior written notice to Portier Pacific. Upon a party's request, the other party subject to the request shall provide evidence of the insurance required herein. In no event shall the limits of any policy be considered as limiting the liability of a party under this Agreement.

12. **Term and Termination**.This Agreement shall commence on the Effective Date and, unless earlier terminated as provided below, shall continue for a period of one (1) year from the Effective Date ("Initial Term") and shall automatically renew for successive one (1) year periods (each, a "Renewal Term" and together with the Initial Term, the "Term"). Each party may terminate this Agreement in the event of a material breach by any other party if the breach is not cured by the other party within two (2) days' notice thereof by the non-breaching party. Each party may terminate this Agreement in its entirety at any time without cause by giving seven (7) days' prior written notice of termination to the other parties. In addition, Uber or Portier Pacific may terminate this Agreement immediately on providing written notice to you in the event of (a) a Brand Matter; or (b) in the event of a violation of the UberEATS Community Guidelines. A "Brand Matter" means an event that, in Uber's or Portier Pacific's reasonable judgment, causes Uber and/or Portier Pacific and/or their affiliates to have significant concerns for the reputation of Uber's Marks or brand (including but not limited to matters of safety). Sections 1, 5(b), 7, 8, 9, 10 and 11 (for the period specified), this last sentence of section 12, and sections 13 and 14 shall survive the expiration or termination of this Agreement.

13. **Notice**.Any and all notices permitted or required to be given hereunder shall be sent to the address listed below, or suchother address as may be provided, and deemed duly given: (a) upon actual delivery, if delivery is by hand; or (b) one (1) day after being sent by overnight courier, charges prepaid; or (c) by electronic mail to the designated recipient. Notices to Portier Pacific should be provided to Unit 8, 1 O'Connell Street, NSW 2000with a copy to eats@uber.com. Notices to Uber should be provided to Meester. Treublaan 7, 1097 DP Amsterdam, The Netherlands with a copy to eats@uber.com. Notices to Restaurant should be provided to

[redacted], with a copy to

[redacted].

[redacted]

14. **Modification**. You hereby acknowledge and agree that, by using the Uber Services, or downloading, installing or using the Uber Tool, you are bound by any future amendments and additions to this Agreement, information referenced at hyperlinks herein, or documents incorporated herein, including with respect to Delivery Fee Calculations. Continued use of the Uber Services or UberEATS Tool after any such changes shall constitute your consent to such changes.

15. **General**. This Agreement shall be governed by and construed in accordance with the laws of New South Wales, excluding its rules on conflicts of laws. The Vienna Convention on the International Sale of Goods of 1980 (CISG) shall not apply. The failure of any party to enforce, at any time or for any period of time, the provisions hereof, or the failure of any party to exercise any option herein, shall not be construed as a waiver of such provision or option and shall in no way affect that party's right to enforce such provisions or exercise such option. In the event any provision of this Agreement is determined to be invalid or unenforceable by ruling of an arbitrator or court of competent jurisdiction, the remainder of this Agreement (and each of the remaining terms and conditions contained herein) shall remain in full force and effect. Any delay in or failure by any party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "Force Majeure Event"). The affected party will promptly notify the other parties upon becoming aware that any Force Majeure Event has occurred or is likely to occur and will use commercially reasonable efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement. Each of Portier Pacific and Uber may assign or transfer this Agreement or any or all of their respective rights or obligations hereunder, in whole or in part, without your prior consent (you may not, however, as the Agreement needs to remain with you). Should Portier Pacific or Uber do so, you have the right to terminate this Agreement immediately, without prior notice. Each of Portier Pacific and Uber may subcontract its rights and obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of each party hereto and its respective successors and assigns. Nothing in this Agreement shall be deemed to create any joint venture, joint enterprise, or agency relationship among the parties (except as specifically set forth in Section 4 above), and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other parties hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used in connection with this Agreement. This Agreement contains the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior and contemporary understandings and agreements, whether oral or written, relating such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of electronically signed counterparts transmitted by pdf format, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument. 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.

Sincerely,

By: [redacted]

On behalf of **Uber Portier B.V.**
Name: Uber Management B.V.
Title: Managing Director
On behalf of Uber Management B.V.
Name: Pierre-Dimitri Gore-Coty
Title: Managing Director A

[redacted]

[redacted]

Portier Pacific Pty Ltd
Signed by its duly authorised officer [redacted]
Title: Director

Accepted and Agreed on behalf of Restaurant:

By: [redacted]

Name: [redacted]

Title: [redacted]

Date: [redacted]

In Process

[redacted]

Marketplace Addendum
to UberEATS Master Framework Agreement

This Marketplace Addendum ("Addendum") is subject to the UberEATS Master Framework Letter Agreement between [redacted]

("Restaurant" or "you"), Uber Portier B.V. ("Uber") and Portier Pacific Pty Limited ("Portier Pacific") with a date of [redacted]

(the "Letter"). This Addendum is effective as of the date last set forth below ("Addendum Effective Date"). All undefined, capitalized terms in this Addendum will have the meaning set forth in the Letter.

1. **UberEATS App**.This Addendum governs the general availability of your Meals via the UberEATS App. You agree to make items from your menu available via the UberEATS App during your normal business hours, and as further set forth in this Addendum or as mutually agreed between the parties.

2. **Reporting**.Portier Pacific will give you aggregate information regarding the number of Meals picked up by DeliveryPartners and sold by you to your customers pursuant to this Addendum. Portier Pacific will also provide information regarding any refunds given to your customers, including the date of the transaction, the Meal ordered, the reason for the refund and any other information Portier Pacific is permitted to provide under applicable privacy laws.

3. **Payment**.

a.Pricing. Notwithstanding Section 5(b) of the Letter, you agree that you will not make a Meal available under this Addendum at a price higher than the eat-in price of a similar meal at your restaurant.

b.Service Fee. In consideration for Portier Pacific's provision of the Uber Services to you, you agree to pay Portier Pacific a Service Fee of 35.00% (unless otherwise specified in the Other Notes section below) for each Meal sold by you via the UberEATS App. Portier Pacific calculates the Service Fee as follows: the Retail Price of the Meal(s) sold by you via the UberEATS App (including any GST) (the "Meal Payment") multiplied by the above Service Fee percentage less any Discount as defined by Section 3(c) of this Addendum (Delivery Services).

c.Delivery Services.You will pay a "Delivery Fee" to Delivery Partners for each applicable order of Meal(s) based on a specified fee in respect of: (i) each delivery made; and/or (ii) the distance traveled to deliver each applicable order of Meal(s) and/or time amounts ("Delivery Fee Calculation"). Distance and time amounts may be based on the expected, not actual, trip distance and duration as reasonably determined by Uber.Delivery Partners, via the Uber Services, will invoice you for the delivery services they provide to you. If you are paid for a Meal, you are responsible for the Service Fee and for the Delivery Fee even if a Delivery Partner is unable to complete the delivery, and an order of Meal(s) will be deemed to have been delivered for the purpose of determining the Delivery Fee. You authorize Portier Pacific or a Portier Pacific affiliate to (i) collect a delivery charge from your customers on your behalf (the "Delivery Charge") and (ii) remit the applicable Delivery Fee earned by a Delivery Partner on your behalf. In the event the Delivery Fee exceeds the Delivery Charge, Portier Pacific will give you a discount on your Service Fee equal to the difference between the GST exclusive Delivery Fee and the GST exclusive Delivery Charge (such amount being the "Discount").

d. Remittance.Portier Pacific will remit to you the total (i) Meal Payment earned by you, (ii) less (1) the Service Fee; and (2) any refunds given to your customers (such final remitted amount being the "Meal Revenue"). The Meal Revenue will be remitted on weekly basis.

e.Activation Fee.In consideration of Portier Pacific's provision of the Uber Services, you agree to pay Portier Pacific an Activation Fee of AUD$ 750.00 ("Activation Fee") per restaurant venue. You agree that Portier Pacific may deduct from the Meal Revenue the Activation Fee (or a portion thereof) prior to remitting such Meal Revenue to you until you have paid the full Activation Fee.

f.Payment Processing Errors.Portier Pacific reserves the right, in its sole discretion, to seek reimbursement from you if Portier Pacific discovers payment processing errors. Portier Pacific may deduct from the Meal Revenue

[redacted]

prior to remitting such Meal Revenue to you until you have paid the correct amount, debit your card on file or your bank account on record or seek reimbursement from you by any other lawful means. You authorise Portier Pacific to use any or all of the above methods to seek reimbursement.

4. **Restrictions**.Delivery Partners are independent providers of delivery services, and as such, they reserve the right to refuse to accept any item for delivery in their sole discretion. Orders cannot weigh (in the aggregate) more than 13kg. The following restricted items may not be sent for delivery: people or animals of any size, illegal items, alcohol (unless otherwise agreed in writing with Portier Pacific), fragile items, dangerous items (like weapons, explosives, flammables, etc.), stolen goods, or any items that you do not have permission to send.

5. **Device.** If Portier Pacific or a Portier Pacific affiliate supplies a tablet or other mobile device ("Device") to you to use in connection with the availability of your Meals via the Uber Tool, you agree that: (i) Device(s) may only be used for the purpose of accepting orders via the Uber Tool, and (ii) Device(s) may not be transferred, loaned, sold or otherwise provided in any manner to any third party. Devices(s) shall at all times remain the property of Portier Pacific or the Portier Pacific affiliate, and upon expiration or termination of the Agreement or this Addendum, or the extended absence of Restaurant from the Uber Tool for longer than forty-five (45) days, you shall return all applicable Device(s) to Portier Pacific or the Portier Pacific affiliate within ten (10) days. You agree that the loss or theft of a Device, the failure to return any Device within the required time period, or any damage to the Device outside of normal wear and tear, will result in a AUD$ fee ("Damage Fee"). In such event, you agree that Portier Pacific or the Portier Pacific affiliate may invoice you for the Damage Fee and/or deduct from the Meal Revenue the Damage Fee per Device that is lost, stolen, damaged or not returned within the required time period, prior to remitting such Meal Revenue to you.

6. **Other Notes**. Additional terms and conditions that apply:

In Process

Sincerely,

By: [redacted]

On behalf of **Uber Portier B.V.**
Name: Uber Management B.V.
Title: Managing Director
On behalf of Uber Management B.V.
Name[redacted]
Title: Managing Director A