# CONSULTANCY AGREEMENT

between

Loop Platform (Pty) Ltd

(the“**Company**”)

and

Lindani Mncedisi Mncwabe

(the “**Consultant**”)

1. **APPOINTMENT AND DURATION**

* 1. The Company hereby appoints the Consultant as an independent contractor to render the services as set out in this agreement and the Consultant accepts such appointment.
  2. This appointment shall commence on 1 August 2023, notwithstanding the date of signature of this agreement, and shall continue for a fixed period of 6 months, terminating on 31 January 2023 (the “**Consultancy Period**”), but with the exclusive option of the Company to renew the agreement.
  3. Notwithstanding the above, either party may terminate this agreement at any time by providing 30 days’ written notice to the other.
  4. The Consultant acknowledges that he shall have no rights or legitimate expectations in respect of an extension of the agreement beyond the fixed 6 months’ period.

1. **SERVICES** 
   1. The Consultant is appointed to render the following services for the Company (which shall hereafter be referred to as the “**Services**”):
      1. Data Analytics
      2. Route Planning Analysis
      3. Technical handover

* 1. The Consultant shall deliver the Services on an adhoc basis as needed.
  2. The Consultant may deliver the Services at alternative premises, including from the Consultant’s own premises, this shall be agreed upon by both parties.
  3. For the rendering of the Services to the Company, the Consultant will report to and receive instructions from the CEO of the Company.

1. **NATURE OF RELATIONSHIP**
   1. Nothing in this agreement and/or in the nature of the relationship between the Company and the Consultant shall be construed as creating any form of employment relationship between the Company and the Consultant.
   2. To the extent that it may be relevant, the Consultant has unequivocally indicated that he does not wish to be employed by the Company and, as such, shall have no employment benefits that the Company’s other employees enjoy, including but not limited to annual leave, sick leave, retirement benefits and unemployment insurance benefits.
   3. Moreover, nothing in this agreement shall be construed as creating a partnership, agency or joint venture between the Company and the Consultant.
2. **CONSIDERATION AND BILLING**
   1. As consideration for the Services, the Company shall pay the Consultant as follows:
      1. An amount of R450 per hour
      2. Travelling time shall not be billed.
   2. Within 5 days after the end of each month of the Consultancy Period, the Consultant shall issue an invoice to the Company in respect of the Services rendered for that month.
   3. All undisputed invoices shall be paid by the Company within 14 days of receipt thereof.
   4. The Consultant shall maintain complete and accurate records of, and supporting documentation for, the fees invoiced to the Company in accordance with generally accepted accounting principles applied on a consistent basis, so as to enable the Company to verify accuracy and compliance with the provisions of this agreement.
3. **TAXATION**
   1. The Company will comply with all applicable tax laws and deductions that it is required to make in respect of the consideration paid to the Consultant for the Services.
   2. To the extent that the Company may be required to deduct PAYE from the consideration paid in respect of the Services, this shall in no way indicate any form of employment relationship between them, and the Consultant acknowledges and agrees that this will solely be to comply with applicable taxation and/or withholding laws.
4. **TOOLS AND EQUIPMENT**

The Consultant shall ensure that s/he has all necessary tools and equipment in order to render the Services effectively and efficiently.

1. **EXPENSES**
   1. During the term of this agreement, the Consultant shall invoice the Company for all reasonable and approved out-of-pocket expenses which are incurred in connection with the Services.
   2. Travel other than between the Consultant’s offices/home and the offices of the Company shall be reimbursed at R4,00 per kilometer.
   3. Any direct travelling and/or subsistence expenses incurred by the Consultant must be approved by the Company prior to being incurred in order to qualify for payment in terms of this clause. Payment of expenses will only take place if accompanied by valid receipts reflecting the payment amount being claimed.
2. **INVENTIONS**
   1. Any discoveries, inventions, ideas or designs, and improvements thereon, made or conceived by the Consultant, whether alone or in conjunction with others, in the course and scope of the appointment regulated by this agreement, shall be disclosed to the Company and shall belong to and be the absolute property of the Company or any other company nominated by it.
   2. Insofar as may be necessary, the Consultant acknowledges that any work eligible for copyright created or executed by him, whether alone or with others, which works were or are created, compiled, devised or brought into being during his appointment regulated by this agreement, shall be owned by the Company and the Consultant hereby assigns to the Company such copyright. No consideration shall be payable by the Company in respect of this assignment.
3. **CONFIDENTIALITY AND NON-SOLICITATION**
   1. The Consultant acknowledges that during his appointment in terms of this agreement, he will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company’s business and product processes, methods, customer and client lists, accounts and procedures, computer and other discs and tapes, data listing, codes, designs and drawings and other documents. The Consultant agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this agreement or at any time thereafter, except as required in the course of this appointment by the Company.
   2. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, notebooks, and similar items relating to the business of the Company, whether prepared by the Consultant or otherwise coming into his possession, shall remain the exclusive property of the Company. The Consultant shall not retain any copies of the foregoing without the Company’s prior written permission.

* 1. Upon the expiration or earlier termination of this agreement, or whenever requested by the Company, the Consultant shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in his possession or control.
  2. The Company acknowledges that during the time of appointment in terms of this agreement, the Consultant may use some of his own, personal documents, diagrams, presentations, inventions, innovations, processes, information records and specifications owned by the Consultant in the rendering of the services and that these will remain the intellectual property of the Consultant.
  3. The Consultant hereby undertakes that neither he nor any company, close corporation, firm, undertaking or concern in which he is directly or indirectly interested or by which he is employed will, either alone or jointly for a period of 12 months after the termination of his association with the Company for any reason whatsoever (“Restraint Period”) and in any capacity whatsoever:
     1. encourage or entice or incite or persuade or induce any employee of the Company, who was employed by the Company as at the time of the termination of this agreement or during the year preceding the termination of this agreement, to terminate his employment by the Company; and/or
     2. furnish any information or advice (whether oral or written) to any client, supplier or business associate of the Company or use any other means or take any other action which is directly or indirectly designed, or in the ordinary course of events calculated, to result in any such client, supplier or business associate terminating its association with the Company or transferring his business to any person other than the Company, or attempt to do so.

1. **CONFLICTS OF INTEREST**

The Consultant is expressly free to perform services for other parties while performing the Services, with the exception of servicing current clients of the Company, competitors and/or potential competitors of the Company, provided that he shall not utilise any of the Company’s intellectual property or confidential information (including intellectual property developed during the period of his appointment by the Company) in rendering services to other parties.

1. **ARBITRATION**

* 1. In the event of any dispute or difference arising between the Company and the Consultant relating to or arising out of this agreement, including the validity, implementation, execution, interpretation, rectification, termination or cancellation of this agreement, the said dispute or difference shall on written demand by any party to the dispute, be submitted to arbitration in Sandton in accordance with the rules of the Arbitration Foundation of Southern Africa or its successor (the “Foundation").
  2. This clause shall not preclude either party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
  3. The appointment of the arbitrator shall be agreed upon between the parties in writing or, failing agreement by the parties within 5 (five) business days after the arbitration has been demanded, at the request of either of the Parties shall be nominated by the chairman for the time being of the Foundation who, in making the appointment, shall have regard to the nature of the dispute, whereupon the parties shall forthwith appoint such person as the arbitrator
  4. The arbitrator shall be obliged to give his award in writing fully supported by reasons.
  5. The parties irrevocably agree that the decision in arbitration proceedings shall be final and binding upon the parties, shall be carried into effect and may be made an order of any court of competent jurisdiction.
  6. This clause is severable from the rest of this agreement and therefore shall remain effective between the parties even if this agreement is terminated or cancelled.
  7. Any arbitration in terms of this clause shall be conducted "in camera" and the parties shall treat as confidential and not disclose to any third party details of the dispute submitted to arbitration, the conduct of the arbitration proceedings or the outcome of the arbitration.

1. **GENERAL**
   1. This agreement, its interpretation and all matters arising from this Agreement, shall be governed by the laws of the Republic of South Africa.
   2. This agreement constitutes the whole of the agreement between the parties hereto relating to the matters dealt with in this agreement and save to the extent otherwise provided herein no undertaking, representation, term or condition relating to the subject matter of this agreement not incorporated in this agreement shall be binding on any of the parties.
   3. Save where otherwise expressly provided in this agreement, no variation, addition, deletion, or agreed cancellation of or to this agreement will be of any force or effect unless in writing and signed by or on behalf of the parties hereto.
   4. No waiver of any of the terms and conditions of this agreement will be binding or effectual for any purpose unless in writing and signed by or on behalf of the party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party hereto in exercising any right, power or privilege hereunder will constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
   5. Save as otherwise herein provided, neither this agreement nor any part, share or interest therein nor any rights or obligations hereunder may be ceded, assigned, or otherwise transferred by either party without the prior written consent of the other.
   6. The parties undertake at all times to do all such things, to perform all acts and to take all such steps as may be open to them and necessary for and incidental to the putting into effect or maintenance of the terms, conditions and import of this agreement

* 1. Should any of the terms and conditions of this agreement be held to be invalid, unlawful or unenforceable, such terms and conditions shall be severable from the remaining terms and conditions which shall continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the parties agree to negotiate an amendment to remove the invalidity.

|  |  |  |
| --- | --- | --- |
| Signed by Kimberley Taylor for and on behalf of Loop Platform (Pty) Ltd |  | Date |
|  |  | 2023-07-31 |
| Signed by Lindani Mncwabe |  | Date |