

# HANGAR<sup>49</sup>

Independent Contractor Agreement between

## **IVAN COPELAND ("IVAN")**

Identity Number: 9311266241183

Registration Number: 0022061188

And

## **HANGAR49 (Pty) Ltd ("HANGAR49")**

Registration Number: 2014/056973/07

### 1. **SUMMARY**

This agreement is between IVAN and HANGAR49 for the provision of DEVELOPER and INFRASTRUCTURE SUPPORT Services.

#### 1.1. IVAN will:

- 1.1.1. Provide services as broadly defined by **ANNEXURE C**.
- 1.1.2. Participate with HANGAR49 as needed.
- 1.1.3. Attend meetings as needed.
- 1.1.4. Be available outside of ordinary working hours to accommodate for the nature of the HANGAR49 business needs.
- 1.1.5. Unless otherwise agreed, provide personal computer/software.
- 1.1.6. Send monthly invoices to HANGAR49 by the 25<sup>th</sup> of each month (invoicing cycle to be 25-24th of each month).

#### 1.2. HANGAR49 will:

- 1.2.1. Pay ZAR15 000 per calendar month, unless agreed in advance during the month.
- 1.2.2. Invoices received by the 25<sup>th</sup> of the month, will be paid on or before the end of the month.

### 2. **COMMENCEMENT, CONTINUATION AND TERMINATION**

This agreement will commence on **14 May 2020** and continue until **30 Aug 2020**, thereafter, it will renew monthly until otherwise communicated in writing. Termination/discontinuation of this agreement is subject to a notice period of 15 calendar days by either party.

### 3. **NATURE OF RELATIONSHIP / STATUTORY DEDUCTIONS**

IVAN confirms that he is an independent contractor who is to be treated as such, defined in **ANNEXURE A** and **ANNEXURE B** (below), but acknowledges that HANGAR49 may be required to deduct statutory deductions such as PAYE and UIF from remuneration due to IVAN.

*Ivan Copeland* 

4. **HOURS OF WORK**

Generally office hours are from 9.00 am to 6.00 pm SAST, Monday to Friday, with a one hour lunch break. This 8-hour day is flexible, dependent on hours dictated by the project-related work.

5. **CONFIDENTIALITY, RESTRAINT OF TRADE AND NON-SOLICITATION**

IVAN will treat all information obtained through the relationship with HANGAR49 as confidential, not compete with HANGAR49, and not take on any work that inhibits his ability to deliver on HANGAR49 requirements for the duration of this engagement.

For a period of one year after the date of termination of this agreement, IVAN will not directly or indirectly solicit or attempt to solicit any HANGAR49 client or staff member, without prior written consent, such consent will not be unreasonably withheld. IVAN will not compete directly or indirectly with HANGAR49 within South Africa until one year after the date of termination of this agreement has lapsed.

6. **TERMINATION OF SERVICE**

Notwithstanding the aforementioned notice periods, this agreement may be summarily terminated for any good cause as recognized in law.

7. **ACCEPTANCE**

This offer must be accepted by no later than **15 May 2020**.

In addition to the above, IVAN will be expected to abide by all professional and ethical company requirements, policies and practices that may change from time to time. In the event of one or more of the clauses stated above being breached the remaining clauses are still binding, and this continues to be a binding agreement. Any deviations from the standard clauses of this contract will be reduced to writing and signed by all parties concerned.

If you would like to accept this agreement, kindly indicate your understanding and acceptance of the conditions outlined herein by signing and returning a copy of this contract, and initialing each of the annexure pages.

I hereby acknowledge my understanding and acceptance of the conditions as set out above and confirm that I am legally resident and legally allowed to work in South Africa:

Signature: *Ivan Copeland*

Name: Ivan Copeland

Date: 2020-05-21

Witness: *greg copeland*

Date: 2020-05-21

*Ivan Copeland*

On behalf of HANGAR49 and duly authorized thereto:

Signature: 

Name: Leanne Chu

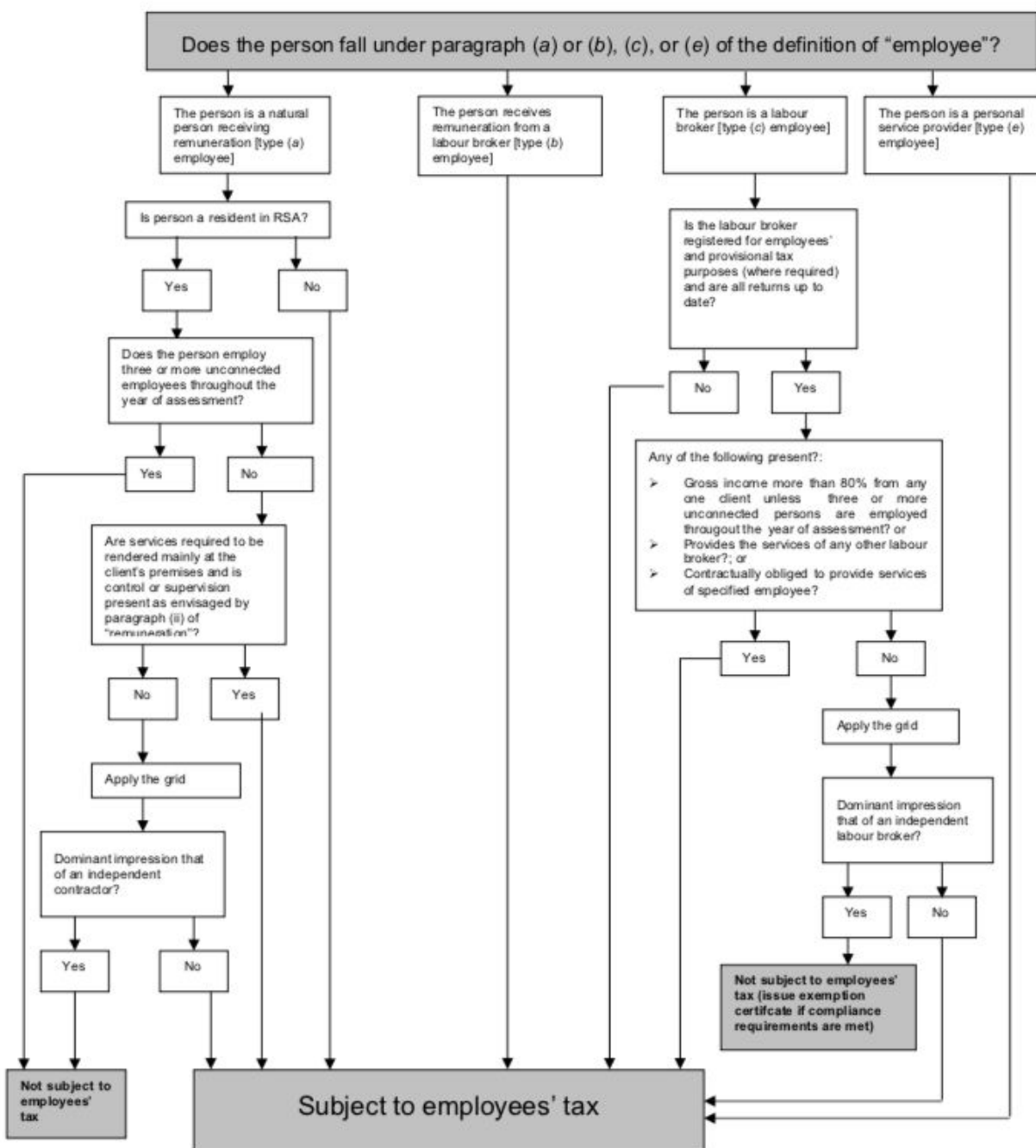
Date: 14 May 2020

Witness:

Date:

*Ivan Copeland*

## ANNEXURE A – SARS Employment Type: Flow Diagram



*Ivan Copeland*

## ANNEXURE B – SARS Employment Type: Common Law Dominant Impression Grid

	INDICATOR	SUGGESTS EMPLOYEE STATUS	SUGGESTS INDEPENDENT CONTRACTOR STATUS
NEAR-CONCLUSIVE Control Manner/Exclusive Acquisition.	Control of manner of working	Employer instructs (has right to) which tools/equipment, or staff, or raw materials, or routines, patents, technology	Person chooses which tools/equipment, or staff, or raw materials, or routines, patents, technology
	Payment regime	Payment by a rate x time-period, <b>but regardless of output or results</b>	Payment by a rate x time-period <b>but with reference to results</b> , or payment by output or "results in a time period"
	Person who must render the service	Person obliged to render service personally, hires & fires only with approval	Person, as employer, can delegate to, hire & fire own employees, or can subcontract
	Nature of obligation to work	Person obliged to be present, even if there is no work to be done	Person only present and performing work if actually required, and chooses to
	Employer (client) base	Person bound to an exclusive relationship with one employer (particularly for independent business test)	Person free to build a multiple concurrent client base (especially if tries to build client base – advertises etc)
	Risk/Profit & loss	Employer bears risk (pays despite poor performance/slow markets) (particularly for independent business test)	Person bears risk (bad workmanship, price hikes, time over-runs)
PERSUASIVE Extent of Control	Instructions/Supervision	Employer instructs on location, what work, sequence of work etc or has the right to do so	Person determines own work, sequence of work etc. Bound by contract terms, not orders as to what work, where etc
	Reports	Control through oral/written reports	Person not obliged to make reports
	Training	Employer controls by training the person in the employer's methods	Worker uses/trains in own methods
	Productive time (work hours, work week)	Controlled or set by employer/person works full time or substantially so	At person's discretion
RELEVANT Labels, clauses, compliance, economic circumstances, "resonant" of	Tools, materials, stationery etc	Provided by employer, no contractual requirement that person provides	Contractually/necessarily provided by person
	Office/ workshop, admin/ secretarial etc	Provided by employer, no contractual requirement that person provides	Contractually/necessarily provided by person
	Integration/Usual premises	Employer's usual business premises	Person's own/leased premises
	Integration/Usual business operations	Person's service critical/integral part of employer's operations	Person's services are incidental to the employer's operations or success
	Integration/Hierarchy & organogram	Person has a job designation, a position in the employer's hierarchy	Person designated by profession or trade, no position in the hierarchy
	Duration of relationship	Open ended/fixed term & renewable, ends on death of worker	Limited with regard to result, binds business despite worker's death
	Threat of termination/ Breach of contract	Employer may dismiss on notice (LRA equity aside), worker may resign at will (BCEA aside)	Employer in breach if it terminates prematurely. Person in breach if fails to deliver product/service
	Significant investment	Employer finances premises, tools, raw materials, training etc	Person finances premises, tools, raw materials, training etc
	Employee benefits	Especially if designed to reward loyalty	Person not eligible for benefits
	Bona fide expenses or statutory compliance	No business expenses, travel expenses and/or reimbursed by employer. Registered with trade/professional association	Over-heads built into contract prices. Registered under tax/labour statutes & with trade/professional association
	Viability on termination	Obligated to approach an employment agency or labour broker to obtain new work (particularly for independent business test).	Has other clients, continues trading. Was a labour broker or independent contractor before this contract
	Industry norms, customs	Militate against independent viability. Make it likely person is an employee	Will promote independent viability. Make it likely person is an independent contractor or labour broker

*Ivan Copeland*

**ANNEXURE C – DEVELOPER Function**

The list below, but not limited to, constitutes the immediate gaps and needs at HANGAR49:

- Utilize tools and processes as guided by the HANGAR49 system
- Build out approaches needed to help deliver a better product
- Effective and accurate communication of HANGAR49 and clients' brand we are representing
- Management of processes and systems for excellence of the HANGAR49 service delivery in a timely manner
- Documentation of processes and systems across business
- Build out HANGAR49 tools, systems and integration to service business needs and processes
- Turn around on all messages handled within reasonable time
- Give team *ad hoc*, where needed; as well as weekly feedback of account
- Participate in weekly team meetings as needed
- Clear and continuous communication on progress and delivery of work activities
- Online and available during the bulk of the day
- Turn around on chats to be delivered in reasonable response times
- Urgent tasks must be tackled immediately with necessary team inclusion and feedback
- Given the nature of the work, it might be needed to get in contact with you outside of work hours
- Unplanned interruption to regular involvement with the team must be raised immediately
- Planned interruption to regular involvement with the team must be raised in advanced

The above list is not exhaustive and is expected to change over time, by agreement.

On return of this agreement please supply:

- Copy of your ID
- Address for you
- Contact number
- Details for next of kin, in case of emergency

*Ivan Copeland*

