

Terms and Conditions

Effective from March 24, 2021

If this document is not in a language that you understand, you shall contact next now at terms@cabzisa.co.za Failure to do so within 6 (six) hours from the time of receipt of this document and your acceptance of this document by clicking on the 'I ACCEPT' button shall be considered as your understanding of this document.

Subscription Agreement

This document is an electronic record in terms of South African Laws and rules thereunder as applicable and the provisions pertaining to electronic records in various statutes as amended by the South African Protection of Personal Information Act (POPI) 2020. This electronic record is generated by a computer system and does not require any Physical or digital signatures. By clicking on the "I ACCEPT" button on this electronic contract, you are consenting to be bound by this subscription agreement along with the various exhibits attached to the subscription agreement. Please ensure that you read and understand all the provisions of this subscription agreement and exhibits before you start using the portal, as you shall be bound by all the terms herein upon clicking on the "ACCEPT & CONTINUE" button on this electronic contract. If you do not accept any of the terms contained herein, then please do not use the portal or avail any of the services being provided therein. Your agreement to the subscription agreement shall operate as a binding agreement between you and Cabzi SA in respect of the services of the portal.

It is hereby expressly clarified that the provisions of this subscription agreement will not apply to your services provided for 'Cabzi SA corporate' i.e., arrangements entered by Cabzi SA with various corporate entities.

This Agreement is made between Cabzi SA Pty Ltd, a company registered under the Companies Act, 2008 and having its corporate office at Centurion, South Africa (hereinafter referred to as "Cabzi SA" which expression shall mean and include its representatives, successors in-office, affiliates and assigns) on the ONE PART; AND A transport service provider who is a taxi operator, which provides vehicles on hire and is desirous of listing itself and its fleet of vehicles on the Portal, details of which are provided in Exhibit A ("Vehicle(s)"), so as to provide transportation services through the Vehicle(s) to the users of Portal. The transport service provider has represented that the transport service provider fulfils the eligibility criteria annexed hereto as Exhibit D and follows all applicable laws for the provision of transport services through the Portal.

OR

A transport service provider who is a driver, desirous of listing himself and his vehicle on the Portal, details of which are provided in Exhibit A ("Vehicle(s)"), so as to provide transportation services through his Vehicle(s) to the users of Portal. The transport service provider has represented that the transport service provider fulfils the eligibility criteria annexed hereto as Exhibit D and is in compliance with all applicable laws for the provision of transport services through the Portal. (hereinafter referred to as the "Transport Service Provider") of the OTHER PART.

Cabzi SA as the Transport Service Provider shall hereinafter individually be referred to as "Party" Exhibits 'A', 'B', 'C' and 'D' are collectively referred to as 'Exhibits'. WHEREAS Cabzi SA owns and operates an online marketplace called "Cabzi SA" an online booking platform, and any upgrades from time to time and any other software that enables the use of the application or such other URL as may be specifically provided by Cabzi SA ("Portal") that lists and aggregates the cab service providers and motorcabs registered with it.

AND WHEREAS on the basis of the representations and warranties provided by the Transport Service Provider, Cabzi SA has agreed to list the Transport Service Provider and the Vehicle(s) on the Portal ("Service Provider App") to enable the Transport Service Provider to provide transport services ("Transport Services") through 'Service Provider's App' in accordance with the terms and conditions as hereinafter provided.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS

I. Scope and Obligations

1. The execution of this Agreement and providing the details in Exhibit A (hereinafter referred to as "Registration Data") shall effect in the registration of the Cab Service Provider and the Vehicle(s) with Cabzi SA and shall make the Cab Service Provider eligible for an online account on the Service Provider's App ("Account") for providing Transport Services through the Service Provider's App.

2. The Transport Service Provider and Vehicle(s) registration with Cabzi SA shall at all times be subject to compliance with the requirements set out in Exhibit D and Exhibit B respectively. The Transport Service Provider and Vehicle(s) registration with Cabzi SA shall further be subject to such other details and documents in respect of the Transport Service Provider and the Vehicle(s) as is more fully described in Exhibit A. The Transport Service Provider hereby understands and consents to the collection, storage and sharing of identification and any information extracted therefrom with Third Party Vendors and/or Government Authorities, for the process of onboarding and background verification.

3. The Transport Service Provider acknowledges and agrees that all rights, obligations and liabilities of the Transport Service Provider and Cabzi SA shall be governed in accordance with this Agreement and the Transport Service Provider terms and conditions available at the offices of Cabzi SA (“Transport Service Provider T&C”) and, a copy of which is annexed as Exhibit B to this Agreement. The Transport Service Provider hereby represents that the Transport Service Provider has read and understood this Agreement and the Transport Service Provider T&C fully and the terms contained therein are agreeable to the Transport Service Provider.

II. Device

For registration on the Service Provider App, the device of such model and functionality as may be specified and notified by Cabzi SA to the Transport Service Provider, more specifically set out under the Commercial Term Segment in Exhibit C, may be either provided by Cabzi SA or the Transport Service Provider may bring his own device. The Transport Service Provider hereby agrees that Cabzi SA Device or Non-Cabzi SA Device (both the terms defined hereunder), as the case may be, shall be switched on during the performance of the Service without being any exceptions whatsoever. The provisions relating to Cabzi SA Device / Non-Cabzi SA Device shall be as set out below-
Cabzi SA Device and charge such fee as may be determined by Cabzi SA under clause II (4) of this Agreement.

1. Cabzi SA Device: For registration on the Service Provider App, Cabzi SA will provide a device, of such model and functionality as may be required by Cabzi SA Further, Cabzi SA may provide other additional devices to the Transport Service Provider including but not limited to devices for ‘Cabzi SA Play’, the usage and purposes of which will be determined and notified by Cabzi SA to the Transport Service Provider from time to time. All the devices provided by Cabzi SA to the Transport Service Provider shall be collectively referred to as “Cabzi SA Device(s)”. ‘Cabzi SA Play’ means a proprietary in-car and cloud technology platform owned and operated by Cabzi SA, which is intended to provide a fully connected interactive experience to the Customer.

2. Cabzi SA will assist the Transport Service Provider in installing the Service Provider App and other programs including but not limited to software, applications, and content, as may be solely determined by Cabzi SA, in the Cabzi SA Device(s) provided by Cabzi SA Cabzi SA will instruct and train the Transport Service Provider for use of the Cabzi SA Device(s), if required.

3. The Transport Service Provider shall not use the Cabzi SA Device(s) for any illegal or unlawful purposes including but not limited to playing / watching pornographic content on the Cabzi SA Device and shall use the Cabzi SA Device(s) solely for purposes determined by Cabzi SA and strictly in accordance with this Agreement. The Transport Service Provider shall solely be responsible and

liable for any violations of law committed by the Transport Service Provider, misuse of the Cabzi SA Device(s) and misuse of the sim card provided, if any, with the Cabzi SA Device(s).

4. The Transport Service Provider shall ensure that the Cabzi SA Device(s) is maintained in his possession in a proper manner. Cabzi SA may, at its sole discretion, charge such amounts as may be determined by Cabzi SA, as a non-interest bearing security, for the Cabzi SA Device(s) provided to the Transport Service Provider. Further, Cabzi SA may, at its discretion, return the security amount to the Transport Service Provider at the expiration or termination of this Agreement.

5. In the event the Cabzi SA Device(s) is not functioning properly or if there is any technical or safety issue in relation to the Cabzi SA Device(s), the Transport Service Provider shall immediately deposit the Cabzi SA Device(s) only at Cabzi SA's designated office for checking the Cabzi SA Device(s) for any malfunctions. If the Cabzi SA Device(s) is damaged and is not repairable due to any act or omission of the Transport Service Provider, the Transport Service Provider shall pay to Cabzi SA amounts, as may be determined by Cabzi SA. In order to resolve whether the Cabzi SA Device(s) is damaged due to any act or omission of the Transport Service Provider, Cabzi SA will enquire and investigate the matter in the manner determined by Cabzi SA and in this connection, Cabzi SA's decision shall be final and binding. Upon payment of the foregoing amount, Cabzi SA shall provide the Transport Service Provider with a new Cabzi SA Device(s). If the Transport Service Provider is unable to pay such amount as specified above, the Transport Service Provider shall return the damaged Cabzi SA Device(s) and Cabzi SA shall be entitled to terminate the Agreement with immediate effect.

6. In the event the Cabzi SA Device(s) is misplaced by the Transport Service Provider or if it is stolen from Transport Service Provider's Vehicle, the Transport Service Provider shall promptly notify Cabzi SA in writing and immediately proceed to file an FIR in the police station within the jurisdiction. Once FIR is filed, Transport Service Provider shall submit the FIR copy along with amounts, as may be determined by Cabzi SA. The Transport Service Provider shall fully cooperate with Cabzi SA and the authorities during investigation process in relation to the misplaced or stolen Cabzi SA Device(s). In the event Transport Service Provider fails to file an FIR for loss of Cabzi SA Device(s) or if in Cabzi SA's opinion, fails to cooperate with Cabzi SA and authorities, Cabzi SA shall be entitled to terminate the Agreement with immediate effect, without prejudice to Cabzi SA's rights under this Agreement and under applicable law.

7. Upon termination of this Agreement or deactivation of your Account, the Transport Service Provider shall immediately return the Cabzi SA Device(s) and in any event not later than 24 (Twenty Four) hours from the date of such termination or deactivation.

8. The Transport Service Provider shall not create any lien, pledge, encumbrance or other third party security interests in any manner on Cabzi SA Device(s).

9. The Transport Service Provider shall be responsible for the safety and security of the Cabzi SA Device(s).

10. The Transport Service Provider shall use the Cabzi SA Device(s) with due care and caution and not do anything or permit anything to be done that may cause damage to the Cabzi SA Device(s) or that is contrary to the instructions and training provided to the Transport Service Provider in relation to the use of Cabzi SA Device(s).

11. Cabzi SA shall be entitled to call upon the Transport Service Provider for review and inspection of the Cabzi SA Device(s). On being called upon, Transport Service Provider shall report to the designated offices of Cabzi SA within two (2) days from the date of request from Cabzi SA. The Transport Service Provider shall fully cooperate with Cabzi SA in conducting such inspection of the Cabzi SA Device(s). In the event, the Transport Service Provider fails to produce the Vehicle for inspection within the prescribed timeline set out in this Clause II(13) or doesn't cooperate with Cabzi SA for inspection, Cabzi SA shall be entitled to take legal action under this Agreement and applicable laws.

II. Representations and Warranties

1. The Transport Service Provider represents and warrants that the Transport Service Provider is the registered owner or the lessee, as the case may be, of the Vehicle(s) and permit holder for the provision of Transport Services of the Vehicle(s).

2. The Transport Service Provider represents and warrants that the Transport Service Provider has all requisite power and authority to deliver and perform the obligations imposed herein.

3. The Transport Service Provider represents and warrants that entering into and performance of the transactions contemplated by this Agreement and Transport Service Provider T&C does not and will not conflict with any law or regulation applicable to the Transport Service Provider or any guidelines, rules, regulations including any judicial, official, governmental and/ or statutory and/or regulatory orders and/or judgments whether interim, final or otherwise or with any other contract to which the Transport Service Provider is a party.

4. The Transport Service Provider warrants that the Cabzi SA Device(s) given to him by Cabzi SA will be maintained in his possession in a proper manner. The Transport Service Provider shall ensure

Transport Service Provider's continued performance under this Agreement is not compromised with.

5. The Transport Service Provider hereby expressly agrees that the Transport Service Provider shall not use the Device for any illegal purposes.

6. The Transport Service Provider warrants that the Devices (Cabzi SA Devices) will be used only for the purpose set out under this Agreement.

7. The Transport Service Provider represents and warrants that the Transport Service Provider has not been convicted by any court in South Africa for any cognizable offence or an offence punishable with imprisonment for more than 3 years, under the laws of South Africa.

IV. Disclaimer

1. You agree that Cabzi SA's role is limited to (a) managing and operating the Portal and the Service Provider App and being a market place solely for the display of the Transport Services in the manner decided by Cabzi SA unilaterally, (b) being an online booking platform facilitating the provision of Transport Services by the Transport Service Provider to the users of the Portal, and (c) payment collection through an e-wallet (Cabzi SA Money) to facilitate the transactions between Transport Service Provider and the users of Portal. Accordingly, Cabzi SA is merely an intermediary providing online marketplace services and the Service Provider App is only a platform where Transport Service Provider shall offer Transport Services to the users on execution of the Agreement and registration and acceptance by users of the customer terms and conditions on the Portal.

2. Cabzi SA disclaims and shall disclaim all representations and warranties to the Transport Service Provider, of any kind, whether express or implied as to condition, suitability, quality, merchantability and fitness for any purposes in respect of the Cabzi SA Device(s), Service Provider's App and Portal or the services provided through the Service Provider App on the Portal and accordingly, disclaims all liabilities, whether civil, criminal, tortious, or otherwise, that may accrue as a consequence of the use and access of Cabzi SA Device(s), Service Provider's App and Portal.

3. To the extent permissible under applicable laws, Cabzi SA disclaims and shall disclaim all liabilities, whether civil, criminal, tortious, or otherwise, that may accrue as a consequence of the breach by the Transport Service Provider (a) of the applicable laws in respect of the Transport Services; (b) of the terms of the applicable licenses and permits that are issued by the transport authorities; (c) of the terms of the Transport Service Provider T&Cs; or (d) of the duty of care the Transport Service Provider owes to the users of the Portals.

4. Cabzi SA does not warrant to the Transport Service Provider that the Transport Service Provider will be able to use the Cabzi SA Device(s), Service Provider App on the Portal at all times or locations or that the Cabzi SA Device(s) and Service Provider App on the Portal and the Transport Services provided through the Service Provider App on the Portal will be uninterrupted or virus-free or error-free or free from any technical glitches or malicious software and that the defects will be corrected by Cabzi SA

V. Payment Terms

In consideration of Cabzi SA providing the Transport Service Provider's and the Vehicle's information on the Portal, and for enabling the Transport Service Provider to provide Transport Services through Service Provider App on the Portal, various payments, more particularly set out in the Commercial Terms Segment annexed hereto as Exhibit C, between the Transport Service Provider and Cabzi SA ("Fees") shall be settled in the manner set out and paid in the manner set out in the Commercial Terms Segment annexed hereto as

VI. Confidentiality

The Transport Service Provider acknowledges that pursuant to this Agreement, the Transport Service Provider will have access to confidential information of Cabzi SA and its affiliates, which has been provided by Cabzi SA. The Transport Service Provider undertakes to keep confidential all data and other confidential information of Cabzi SA and shall not sell or otherwise make that information available to any third party. Confidential information shall mean and include all information, whether verbal or written, disclosed to the Transport Service Provider by Cabzi SA or Portal users, as the case may be, but not be limited to Portal users details (i.e., Personal Information and sensitive personal information as defined under the South African Protection of Personal Information Act (POPI) of 2020, phone numbers, market information, all work products and documents related thereto, the contents of the Service Provider App / Portal or any other information, whether provided orally or in writing, received or to be received by the Transport Service Provider. Further, the Confidential Information at no times can be disclosed to any party in the same or similar business as that of Cabzi SA ("Competitor"). In the event, Cabzi SA becomes aware that the Confidential Information has been disclosed to a Competitor or has been used for the benefit/interest of the Competitor, Cabzi SA can claim such direct and indirect damages as it may suffer due to such losses.

VII. License and Proprietary Rights

1. License Grant: Subject to the terms and conditions of this Agreement, Cabzi SA hereby grants the Transport Service Provider a limited, non-exclusive, non-transferable, non-sub licensable, non-

assignable license, during the term of this Agreement, to the Service Provider App on the Portal of Cabzi SA solely for the purpose of providing Transport Services to the Portal users and also for settlement of Fees between Cabzi SA and Transport Service Provider. All rights not expressly granted to the Transport Service Provider are reserved by Cabzi SA

2. Ownership. The Portal, Service Provider App and Confidential Information, including but not limited to all intellectual property rights such as company name, logos, product and service names, trademarks, services marks or other indicia of ownership (“Cabzi SA Intellectual Property”), shall remain (as between the Transport Service Provider and Cabzi SA) the property of Cabzi SA Neither this Agreement, the Transport Service Provider T&C nor Transport Service Provider’s use of the Portal and Service Provider App conveys or grants to the Transport Service Provider any rights: (a) in or related to the Portal and Service Provider App, except for the limited license granted above; or (b) to use or reference in any manner Cabzi SA’s Intellectual Property.

3. The Transport Service Provider agrees that it shall not reproduce, transcribe or make any copies of the Cabzi SA Intellectual Property, in any form or manner and not copy or reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any such Cabzi SA Intellectual Property.

VIII. Indemnification

1. The Transport Service Provider agrees and undertake to indemnify and to hold harmless Cabzi SA and other parties determined by Cabzi SA, Cabzi SA affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorneys’ fees) incurred by reason of (i) any breach or alleged breach by the Transport Service Provider of the Transport Service Provider’s obligations, responsibilities, representations, or warranties under the Subscription Agreement and/or Transport Service Provider T&C; (ii) breach of any service level commitments provided in Exhibit B; (iii) any infringement or unauthorized use of intellectual property rights of Cabzi SA including but not limited to infringement of intellectual property rights of Cabzi SA in the Service Provider App or Portal (iii) any breach of the confidentiality obligations of the Transport Service Provider under this Agreement or Transport Service Provider T&C (iv) any violation of the applicable law, applicable license and permit terms of the transport authorities; (v) any violation of Cabzi SA policies by the Transport Service Provider; (vi) any harm to the reputation and goodwill of Cabzi SA directly attributable to the Transport Service Provider; (v) damage, unauthorized use or loss of the Service Provider App in the Device; (vii) death, fraud, theft, misconduct, negligence or deficiency of Transport Services by the Transport Service Provider; any negligent act or omission committed in the course of Transport Services

hereunder, or any misrepresentation made during the course of Transport Services hereunder; (xi) personal injury to or property damage of user of Portal including but not limited motor accident claims, if any, asserted against Cabzi SA and its associates by reason of the use and operation of Transport Service Provider's Vehicle(S); (viii) civil or criminal offense under law or in the opinion of Cabzi SA; (xii) failure of the Transport Service Provider to make tax payments in accordance with applicable laws.

2. The Transport Service Provider shall be liable to indemnify and hold Cabzi SA harmless against all damages, losses, costs and expenses incurred by Cabzi SA as a consequence of any complaint from any user of the Portals received by Cabzi SA with respect to deficient Transport Services.

3. Notwithstanding anything contained in this Agreement, however, subject to applicable laws, the total aggregate liability of Cabzi SA under this Agreement or Transport Service Provider T&C whether in contract (including in respect of the indemnity), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with the performance or contemplated performance of this Agreement shall be limited to.

IX. Specific Indemnity

The Driver shall be solely liable for any and all accidents/incidents involving the Vehicle, while providing the taxi Services. Cabzi SA shall not be held liable for any such accidents/ incidents involving the Driver's Vehicle. All miscellaneous expenses pertaining to the Vehicle, such as maintenance expenditures, penalty for violation of traffic rules, etc., shall be borne solely by the Driver, and Cabzi SA shall not be held liable or responsible for the same.

X. Entire Agreement

This Agreement along with, various Exhibits and Transport Service Provider T&C, which Exhibits and Transport Service Provider T&C will be e-contracts, shall form the entire agreement between the Parties and shall supersede and override all previous communications, either oral or written, between the Parties with respect to the subject matter of this Agreement, and no agreement or understanding varying or extending the same shall be binding upon any Party hereto unless arising out of the specific provisions of this Agreement or Transport Service Provider T&C. In the event of any contradiction between the terms contained under this Agreement and the Transport Service Provider T&C, the terms of the Transport Service Provider T&C shall prevail.

XI. Term and Termination

1. This Agreement shall be valid for a period of 1 (one) years and shall be renewed automatically, unless otherwise agreed between the Parties.

2. The Parties to this Agreement shall be entitled to terminate this Agreement with a prior written notice of 7 (seven) business days to the other Party without assigning any reason for the termination.

3. Cabzi SA shall be entitled to terminate this Agreement immediately for breach of any terms in this Agreement by the Transport Service Provider.

4. Upon termination of this Agreement, the registration of the Transport Service Provider with Cabzi SA shall stand cancelled and the Account shall be terminated and the Transport Service Provider shall not be eligible to ply his Vehicle(s) on the Service Provider App on Cabzi SA's Portal.

XII. Notice

1. Any notices, requests and other communications required or permitted hereunder shall be in writing and may be sent by any of the following means to the receiving Party at the relevant addresses set forth in this Agreement:

i. By electronic mail.

For the purposes of this sub-clause the Parties' electronic mail addresses shall be the following, unless otherwise intimated by the Parties to each other,

Cabzi SA: terms@cabzisa.co.za

Transport Service Provider: As provided during registration on the portal/app.

2. In the event the delivery of the notice is attempted to be made by means set out in clauses XI(1)(iii) and (iv) by the Party, the notice shall be deemed delivered on the third day from the date of the notice.

XIII. Relationship between Parties

i. During the Term of this Agreement, the Transport Service Provider shall operate as and have the status of an independent contractor and shall not act as, be or construed to be an agent or employee of Cabzi SA. The relationship between the Parties is on a principal-to-principal basis, and none of the provisions of this Agreement shall be interpreted as creating the relationship of employer and employee between the Transport Service Provider and Cabzi SA at any time, under any circumstances or for any purpose. Therefore, the Transport Service Provider will not be entitled to any employee benefits, statutory or otherwise, offered by Cabzi SA to its employees including but not limited to wages, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, or employee benefits of any kind. The Transport Service Provider shall be responsible for the payment of all applicable taxes to which he may be subject as an independent contractor.

ii. The Transport Service Provider agrees not to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of Cabzi SA. The Transport Service Provider does not have the authority to create, modify or terminate a contractual relationship(s) between Cabzi SA and any third party or act for or bind Cabzi SA in any respect. Any act of the Transport Service Provider on behalf of Cabzi SA which may be regarded as over and above the duties and responsibilities as provided in this Agreement, shall be deemed to be unauthorized, unlawful and the Transport Service Provider shall be personally liable for the same.

XIV. Governing Law and Dispute Resolution

1. If any dispute arises between the Transport Service Provider and Cabzi SA, in connection with, or arising out of, this Agreement, the dispute shall be referred to arbitration under the South African Laws to be adjudicated by a sole arbitrator to be appointed by Cabzi SA. Arbitration shall be held in Johannesburg. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties.

2. This Agreement shall be governed by and construed in accordance with the laws of South Africa. Subject to clause XII (1), the courts in Johannesburg shall have the exclusive jurisdiction in connection with this Agreement.

3. In addition to above remedies, Cabzi SA shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain Transport Service Provider from committing any violation of the covenants and obligations set out in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies Cabzi SA may have at law or in equity.

XV. Amendment

Cabzi SA may amend the provisions of this Agreement and Exhibits annexed to this Agreement at its own discretion and notify in accordance with the means provided in clause XI such amendments to the Transport Service Provider.

DETAILS OF VEHICLE AND THE TRANSPORT SERVICE PROVIDER

Part I- Details of Vehicle:

A. Vehicle Disc and Operator Disc:

- Vehicle's license plate/Registration number;
- Chassis and Engine number;
- Such other information as may be required by Cabzi SA

B. Documents to be provided:

- A certified copy of the Vehicle Disc
- A certified copy of the Operator Disc
- Certificate of Registration;
- passbook or cancelled cheque.
- Copy of Certificate of Registration;
- Copy of Certificate of Vehicle Inspection as obtained from Dekra nationwide;
- Copy of Professional Driver's Permit,
- Copy of commercial and comprehensive insurance policy covering the third party risks; and
- Such other documents as may be required by Cabzi SA

Part II- Details of the Transport Service Provider:

A. Information to be provided:

Name:

Permanent Address:

Current Address:

Phone no.:

Email id:

Bank Account details of the Transport Service Provider (Bank name, account number);

Bank Account details of the Beneficiary (if any);

Contact details of 2 (two) family members of the Transport Service Provider; and

Such other documents/ information as may be required by Cabzi SA

B. Documents to be provided:

A passport size photograph of the Transport Service Provider;

Copy of valid Driving License of drivers who will be employed by Transport Service Provider to provide services on Cabzi SA platform;

Copy of Professional Driving Permit of drivers who will be employed by Transport Service Provider to provide services on Cabzi SA platform;

Copy of the Police Report of the drivers who will be employed by Transport Service Provider to provide services on Cabzi SA platform. Provided that, for purposes of the police verification, if Cabzi SA or Cabzi SA's authorized agency is assisting the Transport Service Provider with police verification process, the Transport Service Provider authorizes Cabzi SA or Cabzi SA's authorized agency, as the case may be, for appearing, signing and executing documents in respect of police verification of the Transport Service Provider from time to time;

Copy of proof of residential address such as utility bill etc. of the Transport Service Provider's and drivers employed by Transport Service Provider to provide services on Cabzi SA Platform;

Passport or Identification Document of Transport Service Provider;

Vehicle ownership document and

Such other documents/ information as may be required by Cabzi SA

Notes:

Complete details on the Cabzi SA Registration Page at www.Cabzi SAAfrica/drivers

In case of operator attachments, for Part I) and Part II (B), please provide information / documents of all the Vehicles / drivers proposed to be used for Transport Services.

The Exhibit A is not applicable to the existing Transport Service Providers, whose information / documents are already available with Cabzi SA Provided that if any information / document listed in the Exhibit A was not provided by the existing Transport Service Provider at the time of attachment to Cabzi SA Portal, the Transport Service Provider shall contact the nearest Cabzi SA attachment offices and submit such information / documents to Cabzi SA

EXHIBIT-B

TRANSPORT SERVICE PROVIDER TERMS AND CONDITIONS

DRIVER TERMS AND CONDITIONS

These Terms and Conditions (as defined) shall be applicable as set out below-

1. If the Transport Service Provider (as defined in the Subscription Agreement) is an Operator providing Services to the Customers through the Drivers employed by the Operator, these Terms and Conditions shall be interpreted in the manner so as to apply to the Operator as well as to the Drivers employed by the Operator; and
2. If the Transport Service Provider is an individual providing Services to the Customers directly, these Terms and Conditions shall be interpreted in the manner so as to apply to an individual Transport Service Provider Operator.

DEFINITIONS:

All of the defined and capitalized terms in these Driver T&C will have the meaning assigned to them herein below. Any term not defined here shall have the meaning assigned to it in the Subscription Agreement.

“Acceptance” means your affirmative action of clicking on the box against the words “ACCEPT & CONTINUE” provided at the end of these Driver T&C, by which action, you unequivocally accept the Driver T&C and any modifications thereof.

“Account” refers to the account created by Cabzi SA at its sole discretion, for the Driver subsequent to the Driver submitting and Cabzi SA verifying the Registration Data.

“Applicable Laws” shall mean and include all applicable statutes, enactments, acts of the legislature or the Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental authority, tribunal, board, or a court, in South Africa.

“Booking” shall mean the allotted Service Request.

“Business Day” means a day on which banks are open for business in the City of Operation.

“Cancellation Fee” shall mean the fare payable by the Customer towards cancellation of a Booking made by a Customer.

“City of Operation” shall mean the city in which the Subscription Agreement is executed by and between the Driver and Cabzi SA

“Commercial Term Segment” shall mean Exhibit C of the Subscription Agreement, which contains the commercial terms for Service provided by the Drivers.

“Content” shall have the meaning given to it in 7.1.

“Convenience Fee” shall mean the fee payable by the Customer for availing the technology services offered by Cabzi SA Convenience Fee will be charged for each Service Request placed by the Customer on the Portal.

“Customer” shall mean such person, who places a Service Request on the Portal and has accepted the Customer Terms of Use and Privacy Policy of the Portals (as applicable).

“Customer’s Terms of Use” shall mean the Customer Terms and Conditions as provided on the Cabzi SA Portal for availing the Service.

“Device” shall mean Cabzi SA Device as the case may be, used for performance of the Services.

Driver” or “You” or “Your” or “Yourself” shall mean an individual, who has an Account with Cabzi SA and in the event of Operator Drivers, shall include the Operator Drivers for purposes of compliance with these Terms and Conditions.

Driver App” means the electronic interface on the Cabzi SA Portal from where the Driver’s Account is accessible to the Driver. Login credentials (User ID and Password) for the Driver App shall be provided by Cabzi SA

Driver Proceeds” shall mean the net amount receivable by the Driver after deduction of Cabzi SA’s commission and such other amounts as may be provided in the Commercial Terms Segment or notified otherwise.

Fare” shall mean the Fare payable to the Transport Service Provider as is also reflected on the Device after completion of the Service. The Driver permits Cabzi SA to review and revise the Fare as per the market conditions.

Force Majeure” shall have the meaning given to in Clause 16.4.

Information” shall mean the details furnished by the Driver at the time of signing the Subscription Agreement and/or otherwise during and after the Drivers registration on the Driver App on the Portal and successful creation of an Account.

Cabzi SA” or “We” or “Us” or “Our” shall mean Cabzi SA Pty Ltd, a company incorporated under the Companies Act 2008, and having its registered office Oxford Office Park, 3 bauhinia street, Highveld, Techno Park Centurion, South Africa, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors, affiliates and permitted assigns.

Operator” shall mean a transport service provider who has listed himself / itself and his / its fleet of vehicles on the Portal to provide Services to the Customers through the Drivers employed by the Operator.

Operator Drivers” shall mean the Drivers employed by the Operator for providing Services to the Customers.

Parties” shall mean, collectively, the Driver and Cabzi SA and “Party” shall refer to any one of them.

Portal” shall mean such features of the Cabzi SA mobile application or other programs, software, mobile applications including but not limited to Driver App, owned by, licensed to and controlled by Cabzi SA, and other URLs as may be specified by Cabzi SA from time to time.

“Posted Content” shall have the meaning given to in Clause 7.4.

Service” means the service of picking a Customer from the pick-up point as prompted on the Device and dropping the Customer at the drop point entered by the Customer at the time of placing his / her Service Request and accepted by the Driver.

Total Ride Fee” shall include the Fare, the Convenience Fee, Additional Fee (if any) and the Cancellation Fee (if any), reflected on the Device and such other fee, as may be applicable.

Service Request” means a request placed by the Customer on the Portal to avail the Service offered by the Driver.

Subscription Agreement” shall mean the agreement entered into between Cabzi SA and the Driver / Operator pursuant to which the Driver / Operator has agreed to provide transport Services in accordance with these Driver T&C, as amended from time to time.

Subscription Amount” shall mean the amount paid by the Driver at the time of subscription to Portal of Cabzi SA, if any.

Cabzi SA Policies” means the “Privacy Policy”, Zero Tolerance Policy & such other policies (including any amendments thereof), which Cabzi SA may issue and make applicable to Driver from time to time and make available to the Driver on the Driver’s request.

Term” means the period commencing from the date of acceptance of the Driver T&C by the Driver up to the date of termination of the Subscription Agreement and/or these Driver T&C.

Terms and Conditions” or “Driver T&C” refers to these Driver T&C which are available at the Portal, as may be amended from time to time.

Vehicle” shall mean

Wallet” shall mean the prepaid payment instruments available for payments in the Cabzi SA Portal.

Zero Tolerance Policy” shall mean the policy of Cabzi SA as detailed under the Annexure to these Driver T&C, as may be amended from time to time.

1. APPLICABILITY OF DRIVER T&C

These Driver T&C together with the Subscription Agreement, Commercial Term Segment, Zero Tolerance Policy, Cabzi SA Policies, shall be deemed to be incorporated by reference into these Driver T&C and shall form the complete understanding between the Parties. By accepting the Driver T&C, You acknowledge and agree to the Subscription Agreement and various Exhibits to the Subscription Agreement, Cabzi SA Policies and any other policy that Cabzi SA makes applicable to You from time to time, to the fullest extent possible. Additionally, you hereby understand and consent to the collection, storage and sharing of Aadhaar card and any information extracted therefrom with Third Party Vendors and/or Government Authorities, for the process of onboarding and background verification.

2. SCOPE OF SERVICES

2.1 You agree that Cabzi SA’s role is limited to being a marketplace solely for managing and operating the Portal for the display of the Service in the manner decided by Cabzi SA unilaterally, payment collection through cash, or Wallet to facilitate the transactions between You and the Customers. Accordingly, Cabzi SA is merely an intermediary providing online marketplace services and the Portal is only a platform where You shall offer Service to the Customers. The contract for availing the Service shall be a contract solely between You and the Customer. At no time shall Cabzi SA have any obligations or liabilities in respect of such contract.

2.2 The Driver confirms and undertakes that Cabzi SA does not own or in any way control the Vehicle used by a Driver rendering the said Service to the Customer. Cabzi SA shall not be held liable or responsible in any manner whatsoever for any insufficiency or deficiency of the Service rendered by the Driver to the Customer. Cabzi SA does not make any representations or warranties regarding the quality of the Service provided by You.

3. SERVICE REQUESTS

3.1 On receipt of a Service Request, Booking will be allotted to the Driver on the Device or in such other manner as may be agreed between the Driver and Cabzi SA from time to time.

3.2 The Driver shall duly complete all Bookings allotted in connection with the Services and promptly notify Cabzi SA immediately by means of short message service / telephonic calls of any changes / deviations to the Booking, which may affect the provision of the Service.

3.3 In the event the Driver requires any assistance in connection with the Portal, Service Requests, Service etc. therein, he / she should contact the Cabzi SA call centre. If the assistance pertains specifically to the Device, Driver App, Portal or anything therein, then such issue may be directed to the call centres of Cabzi SA

3.4 Upon a Service Request being allotted to the Driver on the Driver App, Cabzi SA may provide to the Customer, the picture of the Driver, details of the Vehicle including vehicle number and model, mobile phone number of the driver and such other information as required under Applicable Laws or as Cabzi SA may deem fit, as the case may be, required by the Customer to identify the Driver and Vehicle.

3.5 Once a Booking is allotted, Cabzi SA will provide the Driver with the necessary Customer information in order to enable the Driver to satisfactorily provide the Service. Such information shall be treated as confidential information in terms of Clause 13 below.

3.6 In the event, the Driver is a female; the Driver shall not accept Service Requests from 20:00 hours in the evening to 08:00 hours in the morning.

4. COMMUNICATION

4.1 When You use the Driver App on Cabzi SA's Portal or send emails or other data, information or communication to Cabzi SA, You agree and understand that You are communicating with Cabzi SA through electronic records and You consent to receive communications via electronic records from Cabzi SA periodically and as and when required. Cabzi SA may communicate with You by email or by such other mode of communications, electronic or otherwise.

4.2 You hereby expressly consent to receive communication from Cabzi SA through Your registered phone number and/or e-mail id. You consent to be contacted by Cabzi SA via phone calls/SMS notifications. You agree that any communication so received by You from Cabzi SA will not amount to spam, unsolicited communication or a violation of Your registration on the 'national do not call registry'.

4.3 By registering with Cabzi SA, You hereby agree to (i) provide Information that Cabzi SA has a legal duty to request from a Driver on account of the Know Your Customer norms under Applicable Laws including without limitation your Bank Account Number (PAN); and (ii) undertake due diligence and update Yourself on Applicable Laws that may have implications on Your liability as a Driver.

4.4 You acknowledge and agree that Your Information may be transferred or stored in a server outside South Africa or the country where you are located in order to perform Cabzi SA's obligations under these Driver T&C.

5. OBLIGATIONS OF THE DRIVER

5.1 The Driver shall ensure and confirm that he understands the language of the Driver App / Portal and shall ensure that he/she chooses the language that he bests understands from amongst the languages that the Driver App / Portal supports.

5.2 The Service provided through the Portal by the Driver shall be of the highest quality as per industry standards and in accordance with the oral and written requirements of Cabzi SA The Driver shall be liable for any loss caused to Cabzi SA and/or the Customer due to negligence of the Driver in the performance of the Service.

5.3 The Driver be deemed to be informed and shall also strive to stay informed about conditions such as strikes, curfews, traffic disruptions, weather conditions and the like that could affect the

Service. The Driver shall, immediately intimate Cabzi SA, and disclose any such aforesaid calamity that he may become aware of.

5.4 The Driver shall provide the Service to the Customers in a professional, courteous, effective and timely manner.

5.5 The Driver shall ensure valid registration of Vehicle at all times and shall hold and keep updated / renewed and valid Licenses, Insurance, Vehicle Operator Disc and Driving permits necessary for the use of Vehicle on the Portals.

5.6 The Driver shall not undertake or assist in any unlawful or illegal activity while performing Services.

5.7 The Driver, or any Transport Service Provider shall not allow unauthorized persons to drive the Vehicle. Cabzi SA reserves the right to take any action at its sole discretion for any violation by the Driver or the Transport Service Provider, which may extend to but not limited to termination and/or other legal action.

5.8 The Driver or any Transport Service Provider shall ensure the safety and security of the Customers, his own self and that of the vehicle at all times. The Driver shall immediately bring to the notice of Cabzi SA any deviation from the provision of the Service/s as required under the terms of these Driver T&C, including but not limited to any accidents, damage to life or property.

5.9 The Driver agrees that any breach of the Subscription Agreement or these Driver T&C by him/her is likely to cause Cabzi SA substantial and irreparable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available Cabzi SA shall have the right to specific performance and injunctive relief.

5.10 The Driver shall ensure comprehensive insurance including without limitation third party insurance of Vehicles and such other insurance as may be required by Applicable Law is obtained and always maintained, and the Customer and/or Cabzi SA shall not be liable for taking insurance or paying premium thereof in respect of the Vehicle or any liability arising out of plying of such Vehicle.

5.11 The Driver shall ensure that he is not using the Device for any purpose other than for providing Service in the manner provided under these Driver T&C. The Driver shall ensure that the Device is not busy for long, unavailable or switched off while the Vehicle is being plied on the Portal.

5.12 The Driver shall not use / access video / interactive content on the Portal when the Driver is driving the Vehicle. However, during halts / stops requested by the Customer, Driver may access video / interactive content on the Portal, provided that the Driver shall ensure that such access / use during halts / stops doesn't lead to deficiency of Service or negligence towards the Customer.

5.13 On allotment of a Booking in response to a Service Request, the Driver shall ensure that the Vehicle arrives prior to the pick-up time.

5.14 The Driver shall ensure that the Customer pays the Total Ride Fee as well as additional surcharge (if applicable) and any fee or levy presently payable or hereinafter imposed by Applicable Law. In the event, the Customer pays by cash for the Services, the Transport Service Provider shall collect the Total Ride Fee and remit the Convenience Fee and Cancellation Fee (if any), to Cabzi SA in the manner solely determined by Cabzi SA

5.15 The Driver will have a functioning mobile number and also have the ability to read text messages sent by Cabzi SA, regarding the Customer details and to convey Customer feedback.

5.16 In the event any Customer leaves his/her property in the Vehicle, the same shall not be pilfered or tampered with by the Driver and shall be reported immediately by the Driver directly to Cabzi SA. In the event the Driver pilfers or tampers with the property of the Customer, the Driver shall be

solely liable for any damages claimed by the Customer and Cabzi SA may at its sole discretion terminate the Driver's registration and disable the Driver's access to the Portal. Cabzi SA shall in no event be liable for loss of or damage caused to the property of the Customer.

5.17 Driver hereby acknowledges and agrees that Cabzi SA shall alone be responsible for settling any payment related issues between Customer and Driver. In case of any conflict, the Driver shall seek instructions from Cabzi SA. The Driver agrees that the decision taken by Cabzi SA shall be final and binding on the Driver in the aforesaid case.

5.18 The Driver shall make himself/ herself available for such trainings as Cabzi SA may be required to organize pursuant to Applicable Law or as Cabzi SA may deem necessary from time to time.

5.19 The Vehicle shall be the sole responsibility of the Drivers and the Driver shall be liable or responsible for any loss or damage to the Vehicle caused by a Customer or any other third party for any reason whatsoever.

5.20 The Driver shall not drive rashly, shall follow traffic regulations and all Applicable Laws during the performance of the Services, wear seat belt, not consume liquor / cigarette , or any other kind of intoxicant while performing the Service/(s) and shall have and hold a valid driving license and registration/insurance papers for the Vehicle at all times. The Driver shall not take any personal calls except in the event of an emergency, without prejudicing the safety of the Vehicle and the Customer. Driver shall take all calls from the Customer and Cabzi SA only after stopping the Vehicle at an appropriate location to take the call, without being a hindrance to the traffic around him or without violating any traffic rules.

5.21 Any cancellation of the allotted Booking is prohibited except in exceptional circumstances based on a justifiable explanation provided by the Driver. The Driver shall immediately inform Cabzi SA in case of any cancellation or refusal of allotted Booking. Further, the Driver hereby agrees such cancellation or refusal to provide Service may, lead to a deduction in form of withholding of part or whole of the Driver Proceeds.

5.22 The Driver agrees that the costs associated with the maintenance of the Vehicle shall be borne by the Driver.

5.23 The Driver shall be solely responsible for:

- i. any failure to complete a Service Request accepted by the Driver.
- ii. any failure to pick up Customer(s) at the allotted time and/or place.
- iii. any act or omission on the part of its Drivers including any rash and negligent driving, verbal, physical or harassment of any nature;
- iv. any violation or non-adherence to the Applicable Law by it.
- v. any nuisance or damage caused to the property of Cabzi SA by the Driver or any misbehaviour with Cabzi SA representatives; misbehaviour shall include within its purview using abusive language, causing physical harm and making indecent gestures.
- vi. any physical and/or mortal danger caused to the Customers whilst using or in connection with the Service.
- vii. any delay of more than 10 (ten) minutes caused to the Customer(s); and
- viii. charging excess Total Fee from the Customer or charging the Customer more than what is displayed on the meter; and

5.24 The Driver, shall not either directly or indirectly:

- i. engages in any conduct that damages the reputation or causes inconvenience in any manner, to Cabzi SA; or
- ii. be the reason for Cabzi SA to be a part of any negative publicity.

5.25 The Driver hereby agrees that any complaint/s by Customers regarding the Vehicle or Driver will be considered to be a breach of the obligations by the Driver hereunder for which Cabzi SA shall not be responsible in any manner. If there is any serious complaint regarding any particular Vehicle and/or Driver, Cabzi SA may, in its sole discretion, immediately terminate the Account of such Driver, by providing a written notice to Driver to this effect.

5.26 Driver will maintain all relevant books, records and accounts relating to the Services provided by Driver and payments collected. Upon reasonable notice, Cabzi SA may audit, or may appoint a qualified independent auditor to audit, the books and records of the Driver to verify the accuracy of the amount of payments collected by the Driver. If such audit reveals any discrepancies with respect to the payment collected and submitted to Cabzi SA, then in addition to Cabzi SA retaining the right to exercise other remedies, may require the Driver to promptly pay Cabzi SA an amount equal to the discrepancy and may ask for an additional amount as fine from the Driver. The audits will be conducted at Cabzi SA's expense; provided, however, that if the audit reveals an underpayment by the Driver with respect to collection and submission of payments to Cabzi SA in excess of 5% (five percent), then Driver, in addition to payment obligations described above, will promptly reimburse Cabzi SA for all reasonable, third party audit fees.

5.27 Cabzi SA may require the Driver to affix Cabzi SA brand including but not limited to its logo / sticker on the Vehicle. In such event, Driver shall extend all necessary support and assistance to Cabzi SA for affixing Cabzi SA brand on the Vehicle. It is hereby clarified that Driver will not be entitled for any additional payments for the Cabzi SA logo / sticker affixed on the Vehicle, if any. Cabzi SA logo / sticker / brand will be affixed subject to the provisions of Clause 14.4(v) of these Driver T&C.

6. DEVICE

The provisions relating to Cabzi SA Device(s) shall be as set out in the Subscription Agreement.

7. CONTENTS POSTED ON PORTAL / DRIVER APP

7.1 All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Portal / Driver App is owned, controlled or licensed by or to Cabzi SA and is protected under the Applicable Law.

7.2 Except as expressly provided in these Driver T&C, the Driver shall not:

(i) Copy, reproduce, modify, damage, disassemble, decompile, reverse engineer or create derivative works including, without limitation, translations, transformations, adaptations or other recast or altered versions) from the Portal / Driver App, or any portion thereof;

(ii) Breach, disable, tamper with, or develop or use (or attempt) any workaround for any security measure provided in the Portal / Driver App.

(iii) Send spam or otherwise duplicative or unsolicited messages in violation of applicable laws, send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights;

(iv) Store or disseminate material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs;

(v) Use the Portal / Driver App in a way that infringes or misappropriates a third party's intellectual property rights or personal rights;

(vi) Use any device, software, or routine to interfere or attempt to interfere with the proper working of the Portal / Driver App or any activities conducted on the Cabzi SA's servers.

(vii) Copy, sell, sub-license or assign the Portal / Driver App, and its rights under these Driver T&C, without the prior written consent of Cabzi SA;

(viii) Distribute, disclose or allow use of the Portal / Driver App by any third party in any format, through any timesharing service, service bureau, network or by any other means; or

(ix) Merge or combine the Portal / Driver App with any other technology not provided by Cabzi SA

7.3 You may use information on the Portal / Driver App purposely made available by Cabzi SA for downloading from the Portal / Driver App, provided that You:

(i) do not remove any proprietary notice language in all copies of such documents; or

(ii) use such information only for Your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media; or

(iii) make no modifications to any such information; or

(iv) do not make any additional representations or warranties relating to such documents.

7.4 You shall be solely responsible for any notes, messages, e-mails, billboard postings, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted to the Portal / Driver App ("Posted Content"), provided that such Posted Content is not restricted or prohibited under Applicable Laws or such Posted Content is not infringing any third party's proprietary rights. Subject to the foregoing, such Posted Content will become Cabzi SA's property and You grant Cabzi SA the worldwide, perpetual and transferable rights in such Posted Content. Cabzi SA shall be entitled to, use the Posted Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include Posted Content. You agree that any Posted Content may be used by Cabzi SA in the manner that Cabzi SA deems fit, consistent with Applicable Laws and You are not entitled to any payment or other compensation for such use of Posted Content by Cabzi SA. Cabzi SA will use such information in accordance with the Driver T&C including any Cabzi SA Policies. You hereby represent and warrant that You have necessary rights to all the Posted Content and information You provide and are authorized to provide such Posted Content and information for the Portal. Notwithstanding anything contained in this Section, You shall be solely responsible for any liability arising out of the Posted Content on the Portal.

8. Cabzi SA RESERVED RIGHTS

8.1 Cabzi SA may, upon notice to the Driver, delist or remove the Information pertaining to the Driver from the Portal / Driver App.

9. PRIVACY TERMS

9.1 Cabzi SA stores and processes Your Information, including any sensitive financial information, in accordance with the South African Protection of Personal Information Act (POPI) 2020 and the Rules made there under as well as the Privacy Policy of Cabzi SA as will be notified to you via text message

and/or email from time to time. If You object to Your Information being used in the manner prescribed by law or under Cabzi SA's Privacy Policy, please refrain from continuing to use and registering on the Portal / Driver App.

9.2 Notwithstanding the foregoing, Cabzi SA shall be entitled to disclose to all companies within its, or any government body as may be required by law or by any official directive or request from such government body or any third party through a court process or other official agency, your particulars, in any way as Cabzi SA, in its absolute discretion, deems fit or if it considers it in its interests to do so.

10. REPRESENTATIONS AND WARRANTIES

10.1 You represent and warrant that:

- i. You are eligible for registration on the Portal / Driver App and creation of an Account in terms of these Driver T&C.
- ii. You have all requisite power and authority to, deliver and perform the obligations imposed herein;
- iii. The execution and performance of the obligations do not and will not violate any provision of any existing agreement, law, rule, regulation, any order or judicial pronouncement to which You are a party;
- iv. You are the rightful owner of the Vehicle or have the requisite authority or assignment to drive the Vehicle and there are no restrictions with respect to the use of the Vehicle that will hinder You from the performance of the Services.
- v. You have all rights, licenses and permits as may require by Applicable Laws to perform the Service in accordance with the terms of the Driver Agreement and these Driver T&C. The Driver hereby represents that he shall maintain and continue to maintain all local licenses, permits, approvals and consents in respect the Vehicle. You shall be responsible and liable for any violation of any law, rule or regulation in the performance of its obligations under these Driver T&C.
- vi. You have not been convicted by any court in South Africa or any other country of any crimes including but not limited to involving moral turpitude. Further, you are not a party to any pending litigation which shall materially affect Your obligations under these Driver T&C.

10.2 You undertake that, at all times during the Term, You will:

- i. abides by these Driver T&C, Zero Tolerance Policy and the Cabzi SA Policies, as may be made applicable to You from time to time.
- ii. perform the Service/(s) in accordance with all Applicable Laws.
- iii. not violate the intellectual property rights of Cabzi SA or of any third party and for any breach or violation of such intellectual property rights,
- iv. be solely responsible to comply with Cabzi SA Policies and adopt appropriate processes to prevent offering any illegal gratification in the form of bribes or gifts either in cash or in kind in the course of all dealings with Cabzi SA or the Customer or any other third parties.

11. DISCLAIMER

11.1 You understand and acknowledge that Cabzi SA disclaims and shall disclaim all representations and warranties to the Customer, of any kind, whether express or implied as to condition, suitability, quality, merchantability and fitness for any purposes in respect of any and all Vehicles of the Driver

that are used by the Customers as a part of the Services and Services offered by the Driver through the Portal.

11.2 Cabzi SA does not warrant that You will be able to use the Portal / Driver App and/ or will be able to provide the Service/(s) at all times or locations on the Portal or that the Portal / Driver App and the Services provided through the Portal / Driver App will be uninterrupted or error-free or that the defects will be capable of being corrected by Cabzi SA in a timely fashion. Cabzi SA's Portal, and all other technology developed and installed on the Device by Cabzi SA are provided on an "AS IS" and "AS AVAILABLE" basis and Cabzi SA specifically disclaims all warranties and indemnities, express, implied or statutory, including without limitation any warranty of merchantability, fitness for a particular purpose, accuracy, completeness, or any other warranty arising from the course of performance or course of dealing. Cabzi SA also does not provide any warranties as regards the compatibility of Cabzi SA's Portal, Driver App or any other installed technology with the Device of the Driver and the results as well as performance of the Portal / Driver App may vary depending on the model of the Device.

12. CONFIDENTIALITY

12.1 You acknowledge that pursuant to this Driver T&C, You will have access to confidential information of Cabzi SA and its affiliates which has been provided by Cabzi SA You undertake to keep confidential all data and other confidential information of Cabzi SA and shall not sell or otherwise make that information available to any third parties.

12.2 Except as otherwise agreed, the data of Customers will be the exclusive property of Cabzi SA, and You will not use the same for Your own purpose or distribute such data in any form or means except for the purpose of these Driver T&C and shall keep it confidential at all times. Confidential information would include but not be limited to Customer details, market information, all work products and documents related thereto, the contents of the Portal, Driver App or any other information which is treated as confidential by Cabzi SA, and any other information, whether orally or in writing, received or to be received by You which is agreed to be treated as confidential, whether expressly or by implication.

13. INDEMNIFICATION AND LIMITATION OF LIABILITY

13.1 You agree and undertake to indemnify and to hold harmless Cabzi SA its affiliates, successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives from and against any losses, damages, liability, claims, costs, penalty and expenses (including, without limitation, reasonable attorneys' fees) incurred by reason of (i) any breach or alleged breach by You of the Your obligations, performance or observance of Your role, functions, responsibilities, representations, or warranties under the Driver T&C; (ii) any violation of Cabzi SA Policies or any other policies provided by Cabzi SA; (iii) any harm to the reputation and goodwill of Cabzi SA; (iv) any claim of violation of intellectual property of a third party by Driver's usage of Cabzi SA's intellectual property in a manner not permitted under these Driver T&C; (v) Driver's misconduct or unauthorized access to data on the Portal or permitting in any way by the Driver the transfer of such data to the competitors of Cabzi SA or its affiliates or to any third party; and (vii) fraud, negligence and misconduct of the Driver.

13.2 You shall be liable to indemnify and hold Cabzi SA harmless against all damages, losses, costs and expenses incurred by Cabzi SA as a consequence of any complaint from any Customer received by Cabzi SA with respect to defective Service/(s).

13.3 In addition to the indemnification rights of Cabzi SA under these Driver T&C, Cabzi SA shall also be entitled to such other remedies available under Applicable Laws.

13.4 In no event will Cabzi SA be liable for any losses arising from or in connection with these Driver T&C, pursuant to any claim by the Driver against Cabzi SA under contract or otherwise, if such losses

could have been avoided by the Driver using reasonable efforts to mitigate them. Further, Cabzi SA shall also not be liable to the Driver in contract or otherwise for indirect, special, incidental, exemplary, punitive, or consequential damages of any kind whatsoever even if advised of the possibility of such damages. Notwithstanding anything contrary contained elsewhere in the Agreement, the total cumulative liability of Cabzi SA to the Driver or to any person claiming under or through it, shall not exceed ZAR 100 (One hundred Rands only).

13.5 Cabzi SA shall not be responsible or liable for any loss or damage, howsoever caused or suffered by the Driver arising out of the use of the service offered by Cabzi SA to the Driver directly or indirectly, for any reason whatsoever, including but not limited to damage or loss caused to You as a result of a Customer's non-compliance, which includes, but is not limited to, any incorrectly placed voice instructions, malfunction, partial or total failure of any network terminal, data processing system, computer tele-transmission or telecommunications system or other circumstances whether or not beyond the control of Cabzi SA or any person or any organization involved in the above mentioned systems. The Driver shall also be liable to Cabzi SA for any loss caused to Cabzi SA due to the negligence of Driver or any unlawful act or omission in the performance of the Service. Without prejudice to the above, Cabzi SA shall not be liable for any direct or indirect loss or damage, which may be suffered by the Driver as a result of any failure by a Customer to show up within any stipulated time even if Cabzi SA has agreed to such timing or even if the Customer has advised Cabzi SA of the possibility that he / she may not show up within the stipulated time.

14. TERMINATION OF DRIVER REGISTRATION

14.1 The Parties to these Driver T&C shall be entitled to terminate these Driver T&C with a prior written notice of 7 (seven) Business Days to the other Party without assigning any reason for the termination.

14.2 The Parties to these Driver T&C shall be entitled to terminate these Driver T&C for any breach of any obligations, representations or warranties, or any other material terms as contained in this Driver T&C by a Party which is not the Party proposing to terminate the Driver T&C at the end of 5 (five) days from the intimation of such breach to the breaching Party, if such breach is not rectified within 5 (five) days.

14.3 Upon termination of these Driver T&C in the manner set out in Clause 14.1 and 14.2 above, the registration of the Driver on the Portal shall stand cancelled and the Account shall be terminated and the Driver shall not be eligible to ply his Vehicle on the Portal.

14.4 Upon the expiry or early termination of these Driver T&C:

- i. The Driver shall pay to Cabzi SA all amounts due and owing to Cabzi SA
- ii. Cabzi SA may, at its own discretion, return the Subscription Amount with such deductions as may be required to be made for the amounts and penalties/ Suspect Charges due to be paid by the Driver to Cabzi SA under these Driver T&C.
- iii. On the termination of Your registration, Cabzi SA will settle the Driver Proceeds which have become due to You on account of the Service to the Customers through the Portal and for other activities agreed under the Subscription Agreement, prior to the date of termination.
- iv. Each Party shall promptly return to the other Party all property and materials including all devices and including confidential information and materials, furnished to it by the other Party pursuant to these Driver T&C and/or the Subscription Agreement between the Parties. Where the confidential information cannot be returned in material form, the Party shall destroy the other Party's confidential information.

v. The Parties shall cease acting in a manner that would imply a continuing relationship between the Parties and shall cease all marketing and other activities contemplated under these Driver T&C and/or the Subscription Agreement. In connection with the marketing activities, on termination or expiration of the Subscription Agreement along with the Driver T&C, the Driver shall ensure that Cabzi SA branding affixed / displayed on the Vehicle and / or any other branding affixed / displayed on the Vehicle (as directed by Cabzi SA and mutually agreed between the Parties), if any, shall be immediately removed. If the Driver is unable to remove the branding himself, Driver shall promptly approach Cabzi SA's nearest office for removal of the branding. Cabzi SA disclaims all liabilities, whether civil, criminal, tortious, or otherwise, that may accrue as a consequence of continued use of any branding by the Driver after expiry or termination of the Subscription Agreement and Driver T&C.

14.5 Clauses 7 (Contents Posted on Mobile Application), 9 (Privacy Terms), 11 (Disclaimer), 12 (Confidentiality), 13 (Indemnification and Limitation of Liability), 14 (Termination of Driver Registration) and 15 (Dispute Resolution, Governing Law and Jurisdiction) shall survive the expiry/termination of these Driver T&C in accordance with their terms.

14.6 Expiry or earlier termination of this Agreement will not prejudice any rights of the Parties that may have accrued prior to expiry or termination.

14.7 Without prejudice to the foregoing, the termination of Your registration pursuant to any of the provisions contained herein above shall not limit or otherwise affect any other remedy (including a claim for damages), which Cabzi SA may have, arising out of the event which gave rise to the right of termination.

15. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

15.1 If any dispute arises between You and Cabzi SA, in connection with, or arising out of, these Driver T&C, the dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 (Indian) to be adjudicated by a sole arbitrator to be appointed by Cabzi SA. Arbitration shall be held in Johannesburg. The proceedings of arbitration shall be in the English language. The arbitrator's award shall be final and binding on the Parties.

15.2 These Driver T&C shall be governed by and construed in accordance with the laws of South Africa.

15.3 Subject to clause 15.1, the courts in Johannesburg shall have the exclusive jurisdiction in connection with this Agreement.

15.4 In addition to above remedies, Cabzi SA shall be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain You from committing any violation of Your covenants and obligations. These injunctive remedies are cumulative and are in addition to any other rights and remedies Cabzi SA may have at law or in equity.

16. MISCELLANEOUS

16.1 Entire Agreement: The Parties hereby agree that the Subscription Agreement, Exhibits and these Driver T&C along with Commercial Term Segment, Cabzi SA Policies, Zero Tolerance Policy and any other policy that Cabzi SA notifies to the Driver from time to time shall constitute the entire agreement between them and shall supersede and override all previous communications, either oral or written, between the parties with respect to the subject matter of this Agreement. In the event of any contradiction or inconsistency between the Driver T&C and any other agreement executed between the parties, the terms of the Driver T&C shall prevail unless the exception has been expressly agreed to in writing by making reference to the relevant Clause sought to be modified under these Driver T&C.

16.2 Independent Contractor Status: The relationship created by Driver T&C is that of independent contractors, and not partners, franchisees or joint ventures. No employees, consultants, sub-contractors or agents of one party is or will be deemed to be employees, consultants, contractors or agents of the other party, nor do they have any authority to bind the other party by contract or otherwise to any obligation, except as expressly set forth herein. The Driver shall not be deemed for any purpose to be an employee of Cabzi SA or any of its Affiliates. Cabzi SA shall not be responsible to the Driver or any governing body for any payroll-related taxes related to the performance of Services hereunder, including but not limited to, withholding or other taxes related to central or state income tax, social security benefits or unemployment compensation.

16.3 Assignment: Neither these Driver T&C nor any of the rights, interests or obligations hereunder shall be assigned by the Driver to any third party, without the prior written consent of Cabzi SA. Cabzi SA may, at its sole discretion, assign the rights, interests or obligations hereunder to any person whatsoever.

16.4 Force Majeure: Any delay in or failure to perform any obligations by either party under the Driver T&C shall not constitute default hereunder if and to the extent caused by force majeure, which is defined to be occurrences beyond the reasonable control of such Party committing default, including and limited to acts of the government authorities, acts of God, fire, flood, explosion, riots, war, rebellion, insurrection ("Force Majeure"). Provided, however, You shall give prompt written notice within a period of 7 (seven) days from the date of the force majeure occurrence to Cabzi SA. You shall use all reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes of force majeure are removed. In the event the Force Majeure event continues for a period of 7 (seven) days from the date on which Cabzi SA receives the notice from You as above, Cabzi SA shall have the right to terminate these Driver T&C.

16.5 Notices: Any notices, requests and other communications required or permitted hereunder shall be in writing and may be sent by any of the following means to the receiving Party at the relevant addresses set forth in these Driver T&C:

i. By electronic mail. For the purposes of this sub-clause the Parties' electronic mail addresses shall be the following, unless otherwise intimated by the Parties to each other,

Cabzi SA: terms@cabzisa.co.za;

Transport Service Provider: As provided during registration on the app/website.

16.6 Waiver: Either party may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy. No failure or delay on part of any Party hereto exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other rights, powers or privileges by such party.

16.7 Severability: Any provision that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

16.8 Amendment: These Driver T&C may be modified or amended by Cabzi SA at its sole and absolute discretion.

ZERO TOLERANCE POLICY

Driver will strictly follow ZERO TOLERANCE policy which shall be subject to change and any changes shall be intimated to the Driver from time to time via SMS or e-mail. ZERO TOLERANCE policy is mentioned below:

Breach/Fine Consequences: AS INFORMED BY Cabzi SA FROM TIME TO TIME

Breach Cases:

1. Asking for tips:

Driver shall not Proactively ask for 'tips' from the Customer. Driver shall not hassle the Customer for change.

2. Wasting Customer's Time:

Driver shall not stop the Vehicle for filling fuel in between the journey. Driver shall not make any Personal stops during the journey.

3. Personal hygiene:

Driver shall wear neat Cabzi SA cabs uniform & badge (if always provided by Cabzi SA Pty Ltd) during duty hour. Driver shall maintain personal hygiene. Driver shall maintain a professional dressing and clothing during working hours and accepting ride requests.

4. Customer Service:

Driver shall greet Customers both at pick up and drop. Driver shall manage the luggage (both at pick-up and drop point). Driver shall ensure that vehicle's AC is turned on before Customer sits in the Vehicle.

5. Vehicle Cleanliness:

Driver shall keep the Vehicle and dashboard clean. Driver shall make the Vehicle available for field audit within 2 days' time period from such breach. Till then no bookings shall be provided and the Vehicle will be blocked from the device.

6. Disturbing Customer:

Driver shall not play loud music (above mid-level of the stereo) or music through any kind of earphone device. Driver shall not unnecessarily blow horn. Driver shall not proactively engage into a personal conversation with the Customer and shall not resort to any kind of unpleasant behaviour with Customers.

7. No Smoking/Tobacco/Food Item:

Driver shall not smoke inside the Vehicle. Driver shall not chew any chewing gum or eat any other food item while a ride is in progress.

8. The Driver shall ensure that he has adequate change with him so that at all times he is in the position to return the balance amount to the Customer.

9. The Driver should not make any fake calls or give any missed calls to the Customer's contact number. The Driver should only give a call to the Customer informing the Customer about the arrival of the Vehicle at the destination. Driver shall not make unwarranted use of the Customer contact details after the customer has been dropped at the destination.

10. The Drivers shall be well versed with the routes. The Driver shall not take any long route when there is another short route known to him for reaching the destination. The Drivers are not expected to halt at several places during the journey due to lack of knowledge of the routes.

11. Delay In Pick - Up:

Driver should reach the pickup point (before pick-up time). Driver must intimate the Customer that he has reached at the pick – up location.

12. Driver should keep his mobile 'ON' while he is logged into the Cabzi SA Portal and he should receive every call of the Customer. Driver should not make any deliberate attempt to park the Vehicle in 'non-network' area while the Customer is away for his/her personal work.

13. Vehicle Branding:

Cabzi SA Sticker, if any, on the Vehicle should not be removed till the Vehicle is active on the Platform.

14. Rude Behaviour with Female Customer:

Driver shall not under any circumstance argue with the Customer/use abusive words / raise his voice tone while talking to the Customer. Driver should follow the instructions given by Customer as well as by Cabzi SA Customer Experience Centre.

15. Mobile Phone Usage:

Driver shall not use mobile phones (unless for emergency purposes) while driving. This includes but not limited to SMS, video calls, voice, MMS and downloading. However, this shall not apply in case of calls from Cabzi SA representatives and the Customer.

16. Reporting to Cabzi SA:

Driver shall not lie about Vehicle's position to the Cabzi SA representative. Driver shall not report meter readings incorrectly. Driver shall provide opening and closing readings of the odometer on time as and when such reading is required to be provided by the Cabzi SA representatives.

17. Rash Driving:

Driver shall not exceed the speed limit of:

(i) 60 Kms per hour within the city;

(ii) 100 Kms per hour on state highways; and

(iii) 120 Kms per hour on National highways.

If any other speed limits prescribed for any road which is lower than the speed limits specified in (i), (ii) and (iii) above, the Driver shall follow the said prescribed lower speed limits. Driver should not apply sudden breaks and should not take sharp turns that may cause inconvenience to the Customer.

18. Driving License (DL) & Operator Disc:

While on duty hours with Cabzi SA it is mandatory to keep DL and Professional Driving Permits and Vehicle Disc.

19. While performing the Taxi Services, Driver should not sleep in the Vehicle.

20. Driver shall not reject the booking on his own at the time of allotment under any circumstances (unless permitted by Cabzi SA).

21. Driver shall not reject a booking or a Customer once he has accepted the duty and logged in and shall not switch off his mobile under any circumstances.

22. Missing luggage:

Driver should hand over the luggage or bags to the office, if the Customer has mistakenly left any luggage in his cab or the Driver should call to the Customer and inform him that he has forgotten his belonging in the cabs.

23. Device Misuse:

Driver shall ensure that the Device (as defined in the Driver T&C) shall not be misused in any ways

24. Traffic Rules:

Driver shall obey all traffic rules including traffic signals. Driver shall keep all statutory documents (insurance documents, vehicle registration documents and disc etc.) at all times. Driver shall wear seat belt all the time while driving.

25. Driver lying or completing service in bad-faith:

Driver should follow the best and shortest possible route to reach the destination. Driver should not misrepresent or misguide the routes or duty slips to increase the fare.

26. Driver shall not consume/intake or be under the influence of alcohol or narcotic substances while logged into the Cabzi SA Portal.

27. Abusive or discriminatory Driver:

Driver should not do anything like abusing the Customer, talking to Customer or any such behaviour which shall make the Customer feel uncomfortable during journey. Driver should not discriminate against Customer for any reason, including on the basis of gender, race, colour, creed, religion, disability or nationality.

28. Rude behaviour/ Customer inconvenience:

Driver should not ask the Customer to get down from his vehicle in the middle of the journey even if any misunderstanding or verbal fights happen between the Customer and the Driver. If his Vehicle gets breakdown he himself should call the Cabzi SA office and make arrangement for another vehicle at any cost for the Customer and drop the Customer to the drop location.

29. Extra Ordinary Circumstances:

Any instance of Driver's behaviour that directly or indirectly impacts the Company's "Brand Image".

30. Maximum Weight

Never load the vehicle above the manufacturer's maximum specified weight.

31. Medically Fit

Never drive the vehicle if medical conditions will impact the driving.

32. Unauthorized Goods or Persons

Not carry any unauthorized goods or persons till the completion of the Ride.

COMMERCIAL TERMS SEGMENT

Details of the following commercial terms will be informed by Cabzi SA from time to time:

Description of Commercial Terms

1. Transport Service Provider Device Model & Serial No.
2. Platform Subscription Fees for the use of Cabzi SA technology platform (Rands.)
3. Incentives
4. Commission Payable to Cabzi SA (Percentage) [Cabzi SA Cabs]
5. Commission Payable to Cabzi SA (Percentage) for Cabzi SA Share Rides (if applicable)
6. Security Deposit for Cabzi SA Device

Details:

To be informed by Cabzi SA from time to time.

Key Terms:

(i) All payments due to the Transport Service Provider shall be made through EFT or Bank Cards (credit/debit) etc., as mutually agreed from time to time.

(ii) Incentive (if any) may be given to the Transport Service Provider by Cabzi SA from time to time. The Incentives shall be determined after taking into consideration all dues, fines, charges, interest, claims, costs, expenses etc. For the sake of clarity, both the parties acknowledge and agree that the foregoing amounts are only for limited purposes of arriving at the value of Incentives.

(iii) You authorize Cabzi SA to make deductions from the Transport Service Provider Proceeds which includes the following:

(a) Tax Deduction at Source as per the Income Tax Act, 1962, where applicable;

(b) service tax and other applicable taxes; and

(c) and any other amounts due and payable by the Transport Service Provider to Cabzi SA as per applicable law.

(iv) The terms in this Commercial Terms Segment are subject to change and will be communicated to the Transport Service Provider via SMS/call to registered mobile number.

(v) The Transport Service Provider hereby agrees that discounts given to the users of the Portal, if any, will be decided by Cabzi SA on a case-to-case basis which shall be informed to the Transport Service Provider by Cabzi SA, and the Fee finally appearing on the Device configured by Cabzi SA for settlement between the Transport Service Provider and Cabzi SA shall be final and binding on the Transport Service Provider. The Transport Service Provider shall agree to the same without demur or protest.

(vi) Cabzi SA reserves the right to change the rates and payment terms between the Transport Service Provider and Cabzi SA mentioned in the Commercial Term Segment at any given point in time, which shall be notified to the Transport Service Provider.

(vii) Notwithstanding anything contained in this Agreement, where Cabzi SA has reason to believe that any charges/debits in respect of the Fee have been fraudulently incurred ("Suspect Charge"), Cabzi SA will always be entitled to deduct an amount equivalent to Suspect Charge from the

Subscription Amount or in the event of insufficient Subscription Amount, Cabzi SA will be entitled to require the Transport Service Provider to remit the Suspect Charge in cash with Cabzi SA

(viii) Credit Limit: The Transport Service Provider shall be allowed an amount of R 300 as the Credit Limit for each vehicle registered to operator on Cabzi SA platform. "Credit Limit" means allowable outstanding receivables of Cabzi SA from the Transport Service Provider. The Transport Service Provider shall ensure that the Credit Limit shall not exceed R300 at any point in time. However, Cabzi SA shall at its sole discretion change the allowable Credit Limit for the Transport Service Providers from time to time and shall notify the same to the Transport Service Provider.

(ix) Cabzi SA shall notify the Transport Service Provider as soon as the Credit Limit is reached. Once, the Credit Limit exceeds the above specified limit, the Account will become inactive without any further notification. The Vehicle(s) will not be allotted any further bookings till the Transport Service Provider pays the outstanding amount exceeding the specified credit limit. The Transport Service Provider can pay the outstanding amount via credit/debit card or EFT.

(x) Settlement: Pursuant to any settlement ("Settlement") that the Transport Service Provider is required to make with Cabzi SA, under the terms of this Agreement and/or these the Transport Service Provider T&C, whether for a breach of this Agreement and/or the Transport Service Provider T&C or otherwise, Cabzi SA shall send a report of the Settlement by short message service (SMS) / email / post, giving full details of the amounts and reasons thereof, forming part of the Settlement, to the Transport Service Provider. The Transport Service Provider shall make payment of the amounts mentioned in the Settlement to Cabzi SA within 7 (seven) days from the date of receipt of such Settlement details. If the Transport Service Provider fails or refuses to make payment in respect of such Settlement within such seven 7 (seven) days, Cabzi SA shall have the right thereafter without any reference to the Transport Service Provider, to deduct the amounts mentioned in the Settlement details from the Subscription Amount. If the Subscription Amount is insufficient to meet the Settlement amount, then the balance shall be recoverable forthwith from the Transport Service Provider by Cabzi SA

EXHIBIT-D

ELIGIBILITY CRITERIA

- i. The Transport Service Provider must be competent to contract within the meaning of the Companies Act of 2008.
- ii. The Transport Service Provider must have a South Africa compliant bank account.
- iii. The Transport Service Provider must not be convicted of any offence for the preceding 10 years.
- iv. The Transport Service Provider must be a man of good repute and character and must never have been convicted of an offence involving moral turpitude and that no warrant, summons, or any other process must have been initiated against or issued in Transport Service Provider's name by any court of law, Governmental authority or law enforcement agency. Further, no proceeding must be pending against the Transport Service Provider regarding and neither have Transport Service Provider been convicted of (a) driving under the influence of drugs or alcohol or (b) any criminal offence under the Criminal Procedure Act, 1977, including fraud, sexual offences, use of a motor vehicle to commit criminal offence, or of any crime involving property damage, theft, acts of violence, or acts of terror.
- v. The Transport Service Provider must have identity proof / badge and professional driving license as required under the National Road Traffic Act and The National Land Transport Act 5 of 2009 and the rules made thereunder

OR

The Transport Service Provider must provide identity proofs and commercial driving licenses in respect of the drivers proposed to be used for the Transport Services and as required under the National Land Transport Act 5 of 2009 and the rules made thereunder.

vi. The Transport Service Provider must have Operator DISC certificate and comprehensive insurance policy in respect of each Vehicle of the Transport Service Provider proposed to be used for the Commercial and Transport Services.