KENGO PRIVATE PARTNER AGREEMENTS

E-hailing operator and driver agreement | Merchant agreement | Delivery partner agreement

CONFIDENTIAL — PRIVATE CONTRACT TEMPLATES — NOT FOR PUBLIC WEBSITE NAVIGATION

Version 1.0 | Effective date: 10 October 2026

KenGo is operated by KNONGDEZIGNS (Pty) Ltd | Reg. No. 2017/183268/07
https://kengo.co.za/ | legal@kengo.co.za | support@kengo.co.za

IMPORTANT DRAFTING AND EXECUTION NOTE

This document contains three separate agreement templates for private onboarding and contracting. The relevant template must be completed, negotiated and signed (including valid electronic acceptance where legally effective) by the correct contracting parties before the relevant partner is activated.

These templates are based on the KenGo legal policy draft supplied for this exercise. They deliberately contain schedules and completion fields for commercial terms that were not specified in the source material. No commission rate, payout cycle, insurance policy, benefit, service-level guarantee, licence, registration or regulatory approval is invented or represented as already in place.

KenGo is the trading name of KNONGDEZIGNS (Pty) Ltd, registration number 2017/183268/07. Registered office: No 76 Corner Franschoek and Roodebe, Oakdene, Johannesburg, Gauteng, 2001, South Africa. Effective date for each executed agreement: the date stated in its signature block.

PART A — E-HAILING OPERATOR AND DRIVER PLATFORM AGREEMENT

PARTIES AND STATUS

This E-Hailing Operator and Driver Platform Agreement ("Agreement") is concluded between (1) KNONGDEZIGNS (Pty) Ltd, registration number 2017/183268/07, trading as KenGo ("Platform Provider"); and (2) [FULL LEGAL NAME OF OPERATOR], [identity/registration number], of [physical address] ("Operator"). If the Operator is a juristic person, its authorised representative is [full name, capacity and contact details]. The Driver, if not the Operator, is identified in Schedule A and must separately acknowledge the obligations applicable to the Driver.

1. CONDITIONS PRECEDENT AND REGULATORY STATUS

1.1 This Agreement is conditional upon the Operator obtaining and maintaining the operating licence required to provide the relevant e-hailing service under the National Land Transport Act 5 of 2009, as amended, and the Second National Land Transport Regulations, 2025 ("Transport Regulations"). No regulated ride may be performed through the Platform unless the relevant legal requirements are satisfied.

1.2 The Platform Provider and application must obtain and maintain any registration required of an e-hailing platform provider and application. The parties acknowledge that this Agreement does not itself constitute a licence, registration certificate, permit or regulatory approval.

1.3 The Operator warrants that all information and documents supplied for onboarding are true, complete, current and not misleading, and undertakes to notify KenGo immediately of expiry, suspension, cancellation, restriction or material change to any licence, permit, vehicle approval or required insurance.

2. PLATFORM ACCESS AND REGISTRATION

2.1 Subject to verification and approval, KenGo may provide access to its e-hailing application and related dispatch, booking, fare, payment, administration and support functions.

2.2 The Operator must provide accurate legal identity, operating licence, business, banking, vehicle and Driver information reasonably required for onboarding and ongoing compliance.

2.3 The Operator must ensure that each mobile device and electronic equipment used for the e-hailing service complies with applicable requirements under the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002 ("RICA"), the Electronic Communications Act 36 of 2005 ("ECA"), applicable type-approval requirements and the Transport Regulations.

2.4 Where the Operator will not personally drive the vehicle, the Operator must introduce the Driver to KenGo and ensure that the Driver satisfies all applicable regulatory, identity, competency, safety and onboarding requirements before access is granted.

2.5 The Operator acknowledges that the Transport Regulations require the relevant passenger and driver information, device declarations and licence status for platform access. KenGo may deny, suspend or terminate access where a mandatory condition is not met.

3. OPERATOR AND DRIVER WARRANTIES

3.1 The Operator warrants that it holds the required operating licence for each vehicle and service operated through KenGo and that the licence covers the relevant service, vehicle and operating area.

3.2 The Operator and Driver must maintain all valid driving licences, professional driving permits, vehicle licences, roadworthiness documentation, operating licences, approvals, safety equipment and other documents required by Applicable Law.

3.3 The Operator must ensure that the vehicle is safe, roadworthy, properly maintained, appropriately marked or branded where required, and used only for lawful purposes. The Driver must comply with road traffic laws, passenger capacity limits, seatbelt requirements and lawful safety instructions.

3.4 The Operator and Driver must not permit an unapproved, unverified or unlicensed person to perform rides through the Platform or use another person's account or credentials.

4. PLATFORM SERVICES AND OPERATIONAL RULES

4.1 KenGo may transmit ride requests and provide location, fare, booking, payment, customer-service and administrative functions. KenGo does not guarantee a minimum number of bookings, revenue, utilisation or working hours.

4.2 The Operator and Driver must accept or decline requests honestly, keep availability and location information accurate, follow the accepted trip details, and not manipulate fares, GPS data, trip completion, cancellation records or ratings.

4.3 The Operator and Driver must not solicit off-platform payments, direct passengers to unauthorised payment accounts, collect duplicate payment, or bypass the approved payment process.

4.4 The Operator and Driver must treat passengers respectfully and must not engage in discrimination, harassment, violence, intimidation, sexual misconduct, theft, fraud or unsafe conduct.

5. COMMERCIAL TERMS — MUST BE COMPLETED BEFORE SIGNATURE

5.1 The commercial terms are set out in Schedule A and form part of this Agreement. No commission, fee, incentive, introductory commission-free trip, cash-trip recovery, payout cycle or deduction applies unless specified in the completed Schedule A and accepted by both parties.

5.2 Platform commission: R0. Any tiered or volume-based commission must specify thresholds, measurement periods, effective dates and calculation examples.

5.3 Introductory or commission-free trips: 12 , PERIOD OF 10 DAYS

5.4 Cash rides: Driver's commission start at 20% and as driver levels up the commission drops to max of 15%.

5.5 Tips: Go's directly to Driver wallet balance,

5.6 Settlement: Payments are proceed Every Mondays , Cut Off – Every Sunday 10pm ,Payments are proceed manually (Pending v2 Review), Once Driver's balance is greater than R0 payment is initiated.

5.7 Deductions and chargebacks: only deductions authorised by this Agreement, supported by transaction records and permitted by law may be made. Disputed amounts must be itemised. KenGo must not make a retrospective commercial change without a lawful basis and reasonable prior notice.

6. INSURANCE, INCIDENTS AND BENEFITS

6.1 The Operator must maintain all insurance required by law and any additional cover expressly identified in Schedule A. The parties must specify the insurer, policy number or reference, insured parties, cover type, limits, excesses, exclusions and period of cover. No insurance is represented as existing unless documentary proof has been verified.

6.2 Any towing, roadside assistance, dashcam, provident-fund, medical or other benefit is not included unless expressly set out in a signed Benefit Schedule identifying the provider, eligibility, funding/contributions, limits, exclusions, claims process and commencement date.

6.3 Accidents, passenger injuries, alleged criminal conduct, vehicle damage, insurance events, safety incidents and regulatory enquiries must be reported to the appropriate emergency services and KenGo as soon as reasonably practicable. The Operator must preserve relevant records and cooperate with lawful investigations.

7. PERSONAL INFORMATION AND CONFIDENTIALITY

7.1 The parties must process passenger, Driver and Operator personal information only for lawful purposes connected with the service, compliance, safety, payment, support and dispute resolution, and in accordance with POPIA and the KenGo Privacy & POPIA Policy.

7.2 The Operator and Driver must keep confidential all non-public Platform information, passenger information, dispatch logic, administrative functions, risk indicators, credentials, commercial schedules and technical materials. They may disclose such information only where authorised or legally required.

7.3 Personal information must not be copied, retained, sold, marketed to or disclosed for unrelated purposes. Any suspected security compromise or unauthorised disclosure must be reported to KenGo immediately.

8. INDEPENDENT OPERATOR STATUS AND LABOUR LAW

8.1 The parties intend an independent operator relationship only to the extent that this accurately reflects the actual working arrangement. Nothing in this Agreement determines or overrides the legal classification of a relationship where the facts establish a different status under labour, tax or other legislation.

8.2 No clause waives any right or protection that cannot lawfully be waived. Each party remains responsible for its own tax and statutory obligations to the extent imposed by law.

9. SUSPENSION AND TERMINATION

9.1 KenGo may immediately restrict or suspend access where reasonably necessary to address a safety risk, suspected fraud, invalid or expired licence, regulatory direction, serious misconduct, unauthorised use or material breach. Where practicable, reasons will be provided and the Operator will be allowed to respond.

9.2 Either party may terminate this Agreement on 30 days period, subject to accrued payment obligations and any mandatory law. KenGo may terminate immediately for a material breach that is incapable of remedy or is not remedied within 14 days after written notice, except where urgent action is reasonably required.

9.3 On termination, access credentials must be disabled, confidential information returned or securely destroyed where lawful, and final undisputed settlements reconciled in accordance with Schedule A.

10. DISPUTES, GOVERNING LAW AND NOTICES

The parties must first attempt in good faith to resolve a dispute through designated representatives within 30 days. This does not prevent urgent relief or referral to a competent regulator, tribunal or court. This Agreement is governed by the laws of the Republic of South Africa and the jurisdiction of competent South African courts, subject to mandatory law.

Notices to KenGo: legal@kengo.co.za and the registered office above. Notices to Operator: [INSERT EMAIL AND PHYSICAL ADDRESS].

SCHEDULE A — OPERATOR / DRIVER DETAILS AND COMMERCIAL SCHEDULE

Operator legal name: [●]. Registration/ID number: [●]. Operating licence number, issuing authority and expiry: [●]. Authorised representative: [●]. Driver legal name and ID/passport: [●]. Driver licence / PrDP details and expiry: [●]. Vehicle make/model/registration/VIN: [●]. Vehicle operating licence / permit: [●]. Device owner and device details: [●]. RICA/ECA compliance declaration: [ATTACH].

Service area and service tier: [●]. Fare calculation: [●]. Platform commission: [●]. Commission tiers: [●]. Introductory trips: [●]. Cash-ride commission recovery: [●]. Tips: [●]. Payout frequency and cut-off: [●]. Banking details (verified securely): [●]. Permitted deductions: [●]. Chargeback allocation: [●]. Insurance details: [●]. Benefits, if any: [●].

OPERATOR DECLARATION: I/We confirm that the information and documents supplied are accurate, that the required operating licence is held or will be obtained before regulated service commences, and that the Operator and Driver will comply with Applicable Law and this Agreement.

SIGNATURES

For KNONGDEZIGNS (Pty) Ltd trading as KenGo: Name: [●] Capacity: [●] Signature: [●] Date: [●].

Operator: Legal name: [●] Authorised signatory: [●] Capacity: [●] Signature: [●] Date: [●].

Driver acknowledgement (where different from Operator): Name: [●] Signature: [●] Date: [●].

PART B — MERCHANT PARTICIPATION AND FULFILMENT AGREEMENT

PARTIES

This Merchant Participation and Fulfilment Agreement (“Merchant Agreement”) is concluded between KNONGDEZIGNS (Pty) Ltd, trading as KenGo (“KenGo”), and [FULL LEGAL NAME OF MERCHANT], registration number / ID [●], trading as [●], of [physical address] (“Merchant”).

1. APPOINTMENT AND SCOPE

1.1 KenGo appoints the Merchant on a non-exclusive basis to list and offer the Merchant’s approved goods through the Platform, and the Merchant accepts the appointment subject to this Merchant Agreement.

1.2 The Merchant remains the supplier of the goods sold to the customer unless the transaction page expressly states otherwise. KenGo provides platform, order transmission, payment facilitation and support functions and does not assume the Merchant’s food preparation or product-supply obligations merely by listing the Merchant.

1.3 The Merchant has no authority to bind KenGo, make representations on KenGo’s behalf or incur obligations in KenGo’s name.

2. MERCHANT WARRANTIES AND COMPLIANCE

2.1 The Merchant warrants that it is duly established and authorised to conduct its business and holds all registrations, permits, licences, certificates and approvals required for the goods and premises concerned.

2.2 The Merchant must comply with the CPA, ECTA, POPIA, food safety and hygiene laws, applicable labelling and allergen requirements, tax laws, municipal by-laws and any other Applicable Law.

2.3 The Merchant must promptly notify KenGo of any licence suspension, closure, food safety concern, recall, regulatory notice, insolvency event or other circumstance that may materially affect its ability to fulfil orders lawfully.

3. CATALOGUE, PRICE AND STOCK MANAGEMENT

3.1 The Merchant is responsible for accurate product names, descriptions, photographs, sizes, ingredients, allergens, prices, taxes, stock availability, preparation times and material restrictions.

3.2 The Merchant must update the catalogue promptly when prices, availability, ingredients, portion sizes or product characteristics change. The Merchant must not knowingly publish misleading, deceptive or unauthorised material.

3.3 The customer-facing price must be the price accepted under the commercial schedule. Where the parties agree to a same-menu-price commitment, the Merchant must not charge KenGo customers a higher menu price than the agreed comparator price, except for fees or charges separately and transparently disclosed and agreed.

4. ORDER ACCEPTANCE AND FULFILMENT

4.1 The Merchant must monitor incoming orders and accept or reject each order promptly. Acceptance confirms that the Merchant has checked stock and is able to fulfil the order in accordance with the displayed details.

4.2 The Merchant must not accept an order it cannot fulfil, mark an order ready before preparation is complete, or cancel accepted orders without a legitimate reason.

4.3 Substitutions require the customer's express consent. If no suitable substitution is accepted, the Merchant must cancel the unavailable item and cooperate with the applicable refund process.

4.4 The Merchant must prepare, package and label orders safely, accurately and within the communicated estimate. It must preserve appropriate records of order acceptance, preparation, handover and any complaint.

5. FOOD SAFETY, ALLERGENS AND PRODUCT QUALITY

5.1 The Merchant must maintain hygienic premises and comply with all applicable food premises, food handling, storage, temperature, transport, labelling and safety requirements.

5.2 The Merchant must take reasonable steps to prevent contamination and cross-contamination and must accurately communicate ingredients and allergen information. Where an allergen-free claim cannot be substantiated, the Merchant must not make that claim.

5.3 The Merchant must immediately notify KenGo of any suspected contamination, food poisoning allegation, recall, unsafe product or regulatory action and cooperate with investigation and corrective action.

5.4 The Merchant remains responsible for the quality, safety, quantity and conformity of the goods supplied and for remedies required by the CPA or other Applicable Law.

6. COLLECTION AND DELIVERY HANDOVER

6.1 The Merchant must package the order appropriately and hand it to the designated Delivery Partner only after confirming the order reference and collection status.

6.2 The Merchant must not release an order to an unauthorised person or alter the order contents after acceptance without the customer's consent.

6.3 The Merchant must cooperate with delivery investigations and retain appropriate handover records. Any incident, delay, tampering concern or failed handover must be reported promptly.

7. COMMERCIAL TERMS, FEES AND SETTLEMENT

7.1 Platform fees, commission, payment processing fees, settlement timing, tax treatment, promotional contributions, refunds, chargebacks and permitted deductions must be specified in Schedule B. No unspecified fee or deduction may be imposed.

7.2 Settlement statements must itemise gross sales, platform commission, payment fees, refunds, chargebacks, adjustments, taxes where applicable and net settlement.

7.3 The Merchant must provide accurate bank account details and promptly notify KenGo of changes using the secure verification process. KenGo may conduct reasonable verification to prevent payment diversion or fraud.

7.4 Any disputed deduction must be raised within 7 days after the relevant statement, with reasons and supporting details. Undisputed amounts remain payable under the agreed settlement schedule.

8. CUSTOMER COMPLAINTS AND REFUNDS

8.1 The Merchant must respond to customer complaints and KenGo requests for information within 2 working days. It must provide relevant preparation, packaging, ingredient, stock and handover records.

8.2 The Merchant must cooperate in providing correction, replacement, missing items or refunds where required by Applicable Law or agreed customer remedy.

8.3 No term of this Merchant Agreement may be relied upon to exclude or reduce a consumer's statutory rights. The Merchant remains responsible for liabilities imposed on it as supplier.

9. PERSONAL INFORMATION AND CONFIDENTIALITY

9.1 The Merchant may use customer personal information only to accept, prepare, hand over and resolve the relevant order, and for no unrelated marketing, profiling or solicitation unless a separate lawful basis exists.

9.2 The Merchant must maintain appropriate security measures, limit access to personnel who need the information, ensure confidentiality, and notify KenGo without undue delay of any suspected compromise or unauthorised disclosure.

9.3 Non-public platform functions, order-management access, internal dispatch logic, risk models, credentials, commercial terms and technical information are confidential. The Merchant must not disclose or misuse such information.

10. TERM, SUSPENSION AND TERMINATION

10.1 This Merchant Agreement commences on [DATE] and continues until terminated in accordance with this clause.

10.2 KenGo may suspend listings or order access where reasonably necessary due to suspected unsafe goods, unlawful conduct, fraud, repeated fulfilment failures, licence concerns, privacy breach or material breach. Where practicable, KenGo will provide reasons and an opportunity to respond.

10.3 Either party may terminate on 30 days written notice. Immediate termination may occur for an incurable material breach, serious safety risk, fraud, loss of a required licence or failure to remedy a material breach within 7 days after written notice.

10.4 On termination, the parties must complete or lawfully cancel accepted orders, reconcile final settlements, return or securely destroy confidential information where lawful, and disable access credentials.

11. INDEMNITY AND LIABILITY

Each party remains responsible for its own acts, omissions, employees and legal obligations. The Merchant indemnifies KenGo against third-party claims, losses and reasonable costs to the extent directly caused by the Merchant's breach of this Agreement, negligence, unlawful conduct or unsafe/defective goods, except to the

extent caused by KenGo's own breach, negligence or unlawful conduct. Nothing excludes liability that cannot lawfully be excluded.

12. DISPUTES AND GOVERNING LAW

The parties will attempt good-faith resolution through designated representatives within [INSERT PERIOD]. This does not prevent urgent relief or referral to a competent regulator, tribunal or court. South African law governs this Merchant Agreement.

SCHEDULE B — MERCHANT COMMERCIAL AND OPERATIONAL DETAILS

Legal name / registration: [●]. Trading name: [●]. Premises: [●]. Authorised representative: [●]. Food premises certificate / permit details: [●]. Relevant liquor licence (if applicable): [●]. Product categories: [●]. Operating hours: [●]. Catalogue owner: [●]. Same-menu-price commitment: [YES/NO; DETAILS]. Platform commission / fee: [●]. Payment processing fee: [●]. Settlement cycle: [●]. Refund and chargeback allocation: [●]. Tax treatment / VAT number: [●]. Customer complaint contact: [●]. Order response time: [●].

SIGNATURES

For KenGo: Name / capacity / signature / date: [●]. For Merchant: Legal name / authorised representative / capacity / signature / date: [●].

PART C — DELIVERY PARTNER SERVICES AGREEMENT

PARTIES

This Delivery Partner Services Agreement ("Delivery Agreement") is concluded between KNONGDEZIGNS (Pty) Ltd, trading as KenGo ("KenGo"), and [FULL LEGAL NAME OF DELIVERY PARTNER], ID/registration number [●], of [address] ("Delivery Partner").

1. APPOINTMENT AND SERVICES

1.1 KenGo may offer delivery assignments to the Delivery Partner through the Platform. The Delivery Partner may accept or decline an assignment, subject to any service commitments expressly agreed in Schedule C.

1.2 The Delivery Partner must collect the identified order or parcel from the designated collection point and deliver it to the recipient or location specified in the assignment, using reasonable care and within the communicated estimated time.

1.3 KenGo does not guarantee a minimum number of assignments, earnings, working hours or geographic volume unless expressly agreed in writing.

2. ELIGIBILITY AND LEGAL COMPLIANCE

2.1 The Delivery Partner must provide accurate identity, contact, banking, vehicle and other information reasonably required for onboarding and payment.

2.2 The Delivery Partner must hold and maintain all driving licences, vehicle licences, permits, insurance and approvals required for the chosen delivery method and applicable law.

2.3 The Delivery Partner must use a safe, roadworthy and suitable vehicle or mode of transport and comply with road traffic, occupational safety, food handling and other applicable legal requirements.

2.4 The Delivery Partner must not permit another person to use their account, credentials or assigned delivery without KenGo's prior written approval.

3. COLLECTION, CUSTODY AND HANDLING

3.1 The Delivery Partner must verify the order or parcel reference at collection and record collection through the Platform or other approved process.

3.2 From collection until delivery or lawful return, the Delivery Partner must take reasonable care of the goods, protect them from theft, damage, contamination, tampering and avoidable delay, and maintain appropriate transport conditions.

3.3 The Delivery Partner must not open, consume, substitute, inspect beyond what is reasonably necessary for safe handling, or otherwise interfere with the contents of a sealed order or parcel.

3.4 Any discrepancy, damaged package, suspected tampering, spillage, accident, theft, failed delivery or other incident must be reported to KenGo promptly. The Delivery Partner must preserve relevant evidence and cooperate with a reasonable investigation.

4. PROHIBITED AND RESTRICTED ITEMS

4.1 The Delivery Partner must not knowingly collect or transport unlawful, dangerous, explosive, toxic, prohibited or otherwise unsupported goods.

4.2 Age-restricted goods may be delivered only where the Merchant and KenGo have enabled the service lawfully and all required age, identity and delivery checks can be completed. The Delivery Partner must refuse handover where the recipient fails a mandatory check or delivery would be unlawful.

4.3 The Delivery Partner must not accept undeclared high-value, fragile, temperature-sensitive or hazardous goods outside the service category and limits expressly approved by KenGo.

5. DELIVERY, PROOF AND FAILED DELIVERY

5.1 The Delivery Partner must deliver to the address and recipient identified in the assignment and follow reasonable delivery instructions.

5.2 Proof of delivery may include recipient confirmation, one-time code, timestamp, photograph or other method enabled by the Platform. The Delivery Partner must not fabricate proof or mark an order delivered before actual handover.

5.3 If the recipient is unavailable, the address is inaccessible or delivery cannot safely or lawfully be completed, the Delivery Partner must contact KenGo and follow the return, safe-holding or redelivery instruction. The Delivery Partner must not abandon goods without authorisation.

6. CUSTOMER CONDUCT AND SAFETY

6.1 The Delivery Partner must act professionally and respectfully and must not engage in harassment, discrimination, threats, violence, theft, fraud or unsafe conduct.

6.2 The Delivery Partner must comply with road traffic laws, use required safety equipment, avoid distracted driving and not operate a vehicle while impaired.

6.3 In an emergency, the Delivery Partner must contact the appropriate emergency services first and notify KenGo as soon as reasonably practicable.

PART C — DELIVERY PARTNER SERVICES AGREEMENT (CONTINUED)

7. EARNINGS, SETTLEMENT AND DEDUCTIONS

7.1 The delivery fee, incentive, distance or time calculation, waiting fee, cancellation fee, tips, payout cycle, minimum payout, chargeback allocation and permitted deductions must be set out in Schedule C.

7.2 KenGo will provide a transaction statement or equivalent record showing completed assignments, gross earnings, tips, adjustments, authorised deductions and net amount payable.

7.3 No deduction may be made unless it is authorised by this Agreement, supported by reasonable records and permitted by law. A disputed deduction must be itemised and reviewed.

8. INSURANCE AND BENEFITS

8.1 The Delivery Partner must maintain any insurance required by law and any additional cover expressly stated in Schedule C. The schedule must identify the insurer, policy reference, insured parties, limits, exclusions and period of cover.

8.2 Any towing, roadside assistance, accident cover, dashcam, provident fund or other benefit is excluded unless a separate signed schedule identifies the provider, eligibility, contributions, limits, exclusions and claims procedure. No benefit is guaranteed merely because it is discussed during onboarding.

9. PRIVACY AND CONFIDENTIALITY

9.1 The Delivery Partner may use customer names, contact details, delivery addresses, location information and order details only to complete the assigned delivery and resolve related issues.

9.2 The Delivery Partner must not copy, retain, disclose, sell, photograph or use customer information for unrelated purposes or marketing. Personal information must be deleted or securely disposed of when no longer required, subject to lawful retention.

9.3 The Delivery Partner must keep confidential all non-public Platform information, dispatch logic, customer data, access credentials, pricing schedules and operational processes. Suspected loss or unauthorised disclosure must be reported immediately.

10. STATUS OF THE PARTIES

The parties intend the Delivery Partner to provide services as an independent contractor only where that accurately reflects the actual relationship. This Agreement does not override any employment, labour, tax or social-security classification imposed by law on the facts. No statutory right is waived.

11. TERM, SUSPENSION AND TERMINATION

11.1 This Agreement commences on [DATE] and continues until terminated under this clause.

11.2 KenGo may suspend access where reasonably necessary for safety, suspected fraud, invalid documentation, serious customer complaint, unlawful goods, privacy breach or material breach. Where practicable, reasons and a reasonable opportunity to respond will be provided.

11.3 Either party may terminate on 30 days written notice. Immediate termination may occur for serious or incurable breach, fraud, safety risk or loss of a required licence or approval.

11.4 On termination, the Delivery Partner must complete or return any goods in custody as instructed, cease using Platform access, return property and securely destroy confidential information where lawful. Final undisputed earnings will be reconciled under Schedule C.

12. LIABILITY AND INDEMNITY

The Delivery Partner is responsible for loss or damage to the extent caused by the Delivery Partner's negligence, wilful misconduct, unlawful conduct or breach of this Agreement. KenGo remains responsible for its own acts, omissions and non-excludable statutory duties. Any agreed liability cap must be expressly completed in Schedule C, be reasonable and remain subject to mandatory law.

13. DISPUTES AND GOVERNING LAW

The parties will attempt to resolve disputes through designated representatives within 30 days This does not prevent urgent relief or referral to a competent regulator, tribunal or court. This Agreement is governed by the laws of the Republic of South Africa.

SCHEDULE C — DELIVERY PARTNER DETAILS AND COMMERCIAL SCHEDULE

Legal name: [●]. ID/registration number: [●]. Address: [●]. Vehicle / delivery mode: [●]. Licence / permit details: [●]. Insurance details: [●]. Approved delivery zones: [●]. Accepted goods categories: [●]. Delivery fee calculation: [●]. Waiting / cancellation fee: [●]. Tips: [●]. Incentives: [●]. Settlement cycle: [●]. Permitted deductions: [●]. Chargeback allocation: [●]. Declared value / liability cap (if applicable): [●]. Benefits, if any: [●].

SIGNATURES

For KenGo: Name / capacity / signature / date: [●]. For Delivery Partner: Name / signature / date: [●].

SCHEDULE — LEGISLATIVE AND EXECUTION CHECKLIST

Before execution or activation, confirm the current version and application of the National Land Transport Act 5 of 2009 and Second National Land Transport Regulations, 2025, including regulations governing platform registration, operator licensing, platform access, written operator agreements, safety requirements, equipment and passenger receipts.

Complete all commercial schedules. Verify legal names and authority to sign. Obtain and validate licences, permits, insurance and identity records. Document POPIA roles and processing instructions. Confirm payment and settlement mechanics. Attach any actual insurance or benefit schedule. Ensure that each party receives a fully executed copy.

Do not publish this document on the public website. It contains confidential commercial and operational terms and is intended for controlled partner onboarding.