

[Type text]

Terms and Conditions (Delivery Driver)

RIEL Independent Contractor Driver Agreement

Welcome to riel.co.ke. Riel Creations Ltd and/or its affiliates (“Riel” we, us or our) provide a mobile application and/or website as a platform for consumers of legal drinking age to buy drinks online and have them delivered to their doorstep. Use Riel Partner Mobile application to pick and deliver already processed and packaged products to customers from different pick-points in your locality. By using Riel Services as an independent contractor driver, (you) agree to the following terms and conditions.

DRIVER STATUS

As a driver who is interested in performing delivery services for our customers, you will be an independent contractor, not an employee of RIEL. Accordingly, you will have no authority to act for or on behalf of RIEL to bind us without our express written consent. As an independent contractor, you are not entitled to workers compensation or other employee benefits that we provide to our employees. You are also not eligible to receive unemployment compensation benefits through RIEL when you stop performing driver services for our customers. You understand you are responsible for your own federal, state and local income, social security, unemployment, sales, disability and any other applicable local, state or federal taxes arising out of your performance of services.

You are able to perform driving and delivery services for entities other than RIEL. However, you warrant and represent that there is no conflict of interest between your performance of driving services for RIEL customers and the performance of your services under other contracts for services or as an employee of other entities and will ensure that no such conflict arises when you are performing services for us.

PAYMENTS

Payments are made to your M-pesa account unless agreed otherwise and you are responsible for any fees that M-pesa may charge for withdrawing funds from their accounts. You will be advised of the payable rate at the time you accept a delivery opportunity. Because you will be an independent contractor, you are responsible for ALL taxes on your earnings including Self Employment taxes, income taxes etc. Riel is not withholding any taxes from the payments to independent contractors (including any payments to you). You will be able to view your earnings in real time and will be able to initiate withdrawals to your m-pesa or await payments as may be agreed upon with Riel

TERMS

You shall be responsible for providing your own Motorbike/ Vehicle in connection with performing the services. You are also responsible for all costs of vehicle insurance as required by your local jurisdiction and as appropriate for the delivery activities you choose to perform, and vehicle maintenance.

[Type text]

You hereby agree and covenant to maintain all insurance payments up to date as required in your jurisdiction, including on any vehicles used by you in connection with providing driving or delivery services. Riel shall have no liability to you or any third party for your failure to maintain any such insurance, or for any losses caused by your failure to carry such insurance.

RIEL does not provide any materials or tools related to the performance of driver or other independent contractor services, and does not reimburse drivers or other independent contractors for any expenses incurred in connection with the performance of services. By entering into this agreement, you represent that you have the requisite expertise, ability and legal right to render the services for our customers, and will perform the services in an efficient manner. You will abide by all laws, rules and regulations that apply to the performance of the services, including applicable laws governing operation of a motor vehicle.

By entering into this Riel Independent Contractor Driver Agreement, you are authorizing Riel to run a full background check on you and/or your affiliates prior to you starting as an independent contractor driver. RIEL does not determine your hours of work. You are able to accept or reject opportunities to perform services. You are required to deliver goods within the agreed average delivery time and therefore need to pick delivery jobs, pick orders and deliver them quickest possible while still adhering to local laws and your safety requirements. Riel customers require that you perform your duties while dressed in presentable manner as you maintain high levels of hygiene and that you do not bring individuals under the age of 21 in the performance of your driving and/or delivery services. You hereby acknowledge and agree that Riel customers rate independent contractor drivers (including you) on various categories of performance, as well as on your professional appearance (e.g., the wearing of professional attire such as slacks with clean shirts). Accordingly, you hereby agree and acknowledge that your delays in delivering orders and your professional appearance will directly correspond to your overall rating and, as such, that: (1) Riel can terminate your driving and/or delivery services at any time (and from time to time) based upon feedback and ratings from Riel customers and as may be noted by our systems on your delays, which may be based on (but shall not be limited to) delivery time and your professional appearance; and (2) higher customer rating may allow you to obtain additional driver and/or delivery services from Riel customers. Without limiting the generality of the immediately preceding sentence, Riel requires, as a term hereof, that for your safety, you wear covered shoes with no open toe sandals or flip flops and follow any health guidelines that may be provided within your jurisdiction at any given time.

PRIVACY

Please review our Privacy Policy (www.riel.co.ke/privacy-policy/), which also governs your use of Riel Services, to understand our practices.

[Type text]

ELECTRONIC COMMUNICATIONS

As a pre-condition of the provision of any Riel Service to you, you hereby represent, warrant and agree that you have, and will maintain at all times, an operational smart phone that provides you with geolocation, camera, phone, text and email services, and you hereby agree and acknowledge that Riel may, and hereby expressly consent that RIEL may, electronically track you while you are performing driving and/or delivery services hereunder. When you use any RIEL Service, or send emails to us, you are communicating with us electronically. You agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or prerecorded messages may be generated by automatic telephone dialing systems. You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content or communications. Communications from RIEL, or its affiliated companies may include but are not limited to: operational communications concerning your account or use of the Riel Services, updates concerning new and existing features on the Riel Services, communications concerning promotions run by us or our third party partners, and news concerning Riel and industry developments. Standard text messaging charges applied by your cell phone carrier may apply. You are not required to consent to receive promotional text or calls as a condition of using the Riel Services.

IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. IF YOU WISH TO OPT OUT OF PROMOTIONAL CALLS OR TEXTS, PLEASE FOLLOW THE DIRECTIONS REGARDING HOW TO STOP SUCH TEXTS INCLUDED IN THE TEXT COMMUNICATIONS THEMSELVES.

INTELLECTUAL PROPERTY

All graphics, logos, page headers, button icons, scripts and service names included in or made available through any Riel Service are trademarks or trade dress of Riel in the Kenya and other countries. Riel trademarks and trade dress may not be used in connection with any product or service that is not Riel's, in any manner that is likely to cause confusion among consumers, or in any manner that disparages or discredits Riel. All other trademarks not owned by Riel that appear in any Riel Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Riel. If Riel discloses any of its trade secrets to you, you agree to treat Riel trade secrets with the same degree of care as Riel would protect such trade secrets, but in no event will you use less than a reasonable degree of care. Without Riel prior written consent, you agree not to disclose Riel trade secrets or other confidential information, make copies of such trade secrets or confidential information, or make any commercial use of such trade secrets or confidential information. One or more patents owned by Riel apply to the Riel Services and to the features and services accessible via the Riel Services. Portions of the Riel Services operate under license of one or more patents. The contents of the Riel Services, including without limitation the files, documents, text, photographs, images, audio, and video and other materials accessed through or made available for use or download through the Riel Services are protected by Kenyan and international Copyright laws. Any use without our express written consent is prohibited.

[Type text]

LICENSE AND ACCESS; RESTRICTIONS

You acknowledge and agree that the Riel Services are provided under license, and not sold, to you. Subject to your compliance with this Riel Independent Contractor Driver Agreement and your payment of any applicable fees, Riel or its content providers grant you a limited, nonexclusive, nontransferable, non sublicensable license to access and make personal and noncommercial use of the Riel Services. You may not: reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Riel Service or any part thereof; resell or engage in any commercial use of any Riel Service, or its contents; copy the Riel Services, except as expressly permitted by this license; collect and use of any product listings, descriptions or prices.

All rights not expressly granted to you in this Riel Independent Contractor Driver Agreement are reserved and retained by Riel or its affiliates, licensors, suppliers, publishers, rights holders, or other content providers. No Riel Service, nor any part of Riel Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without prior written consent of Riel. You may not misuse the Riel Services. You may not impersonate any person or entity when using the Riel Services. You may use the Riel Services only as permitted by law. The licenses granted by Riel shall automatically terminate if you do not comply with this Riel Independent Contractor Driver Agreement. You agree that Riel may, in its sole discretion and without prior notice, terminate any Riel Service and/or your status as an independent contractor driver hereunder, at any time and for any reason (or no reason) without any liability to you or any of your affiliates or insurers.

REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

You hereby agree, acknowledge and consent to any of our customers posting reviews, comments, photos and other content and other communications and submit suggestions, ideas, comments, questions, or other information about you or your affiliates, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of spam. Riel reserves the right (but not the obligation) to monitor, remove or edit such content, but does not regularly review or monitor posted content. Riel does not currently contemplate that you will have the ability or right to review or comment on our customers, but in the event this changes and you are permitted to, and you do, post content or submit material, and unless we indicate otherwise

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE RIEL SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE RIEL SERVICES ARE PROVIDED BY RIEL ON AN AS IS AND AS AVAILABLE BASIS. RIEL MAKES NO

[Type text]

REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE RIEL SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE RIEL SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE RIEL SERVICES IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, RIEL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. RIEL DOES NOT WARRANT THAT THE RIEL SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE RIEL SERVICES, RIEL SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM RIEL ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. AS BETWEEN YOU AND YOUR AFFILIATES, ON THE ONE HAND, AND RIEL AND ITS AFFILIATES, ON THE OTHER HAND, RIEL WILL NOT BE LIABLE FOR ANY COSTS, FEES, EXPENSES, LOSSES, DAMAGES OR OTHER LIABILITY OF ANY KIND ARISING FROM THE USE OF ANY RIEL SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY RIEL SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, BREACH OF SECURITY, OR LOST OR DAMAGED DATA. NOTWITHSTANDING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, IN NO EVENT WILL RIEL BE LIABLE TO YOU OR TO ANY OTHER THIRD PARTY FOR ANY PERSONAL INJURY (INCLUDING, WITHOUT LIMITATION, DEATH) OR PROPERTY DAMAGE SUFFERED OR INCURRED BY YOU OR BY ANY THIRD PARTY IN CONNECTION WITH ANY IN-HOME DELIVERY OR PICK-UP REQUESTS (I.E., ANY DELIVERY OR PICK-UP REQUEST IN WHICH YOU OR ANY THIRD PARTY ARE REQUESTED (WHETHER ORALLY OR PURSUANT TO THE PLATFORM) TO ENTER ANY PERSONAL RESIDENCE OR COMMERCIAL REAL PROPERTY OWNED OR OCCUPIED BY ANY DELIVERYCIRCLE CUSTOMER), WHETHER ANY CONDITIONS, FACTS OR CIRCUMSTANCES CAUSING SUCH INJURY OR DAMAGE ARE KNOWN OR UNKNOWN.

RIEL IS NOT A TRANSPORTATION SERVICE PROVIDER OR FREIGHT FORWARDER. THE RIEL SERVICES ARE A TOOL THAT CAN BE USED TO SCHEDULE LOCAL DELIVERIES USING INDEPENDENT CONTRACTOR THIRD PARTY DELIVERY DRIVERS. YOU UNDERSTAND AND AGREE THAT: (I) AS A DRIVER WHO PERFORMS SERVICES FOR RIEL CUSTOMERS, YOU ARE AN INDEPENDENT CONTRACTOR AND NOT A RIEL AGENT OR EMPLOYEE; (II) IN NO EVENT WILL RIEL BE LIABLE OR RESPONSIBLE FOR YOUR MISTAKES, NEGLIGENCE, ACTS, OMISSIONS, MISCONDUCT, OR ANY PERSONAL INJURY OR DEATH CAUSED BY YOU; AND (III) RIEL DOES NOT OBTAIN OR PROVIDE INSURANCE FOR YOU.

INDEMNITY

You agree to indemnify and hold Riel, its affiliates and its and their officers, directors, managers, equity holders, employees, agents, suppliers, licensors, successors and permitted assigns (collectively, Riel Personnel), harmless from any demands, loss, liability, claims or expenses (including attorneys fees), made against Riel and/or any Riel Personnel by any third party due to or arising out of or in connection

[Type text]

with (i) bodily injury, death of any person or damage to real or tangible, personal property resulting from the performance of driving and/or delivery Services by you or any subcontractor or affiliate thereof; (ii) breach of any representation, warranty or obligation of you set forth in this Agreement; (iii) claims made by employees or agents of you, any subcontractor thereof or any affiliate of any of the foregoing related to the provision of any driving /or delivery services to be performed by any of the foregoing, including any claim by such personnel that they are Riel employees for any purpose; (d) negligence, recklessness, willful misconduct or violation of law by you or any subcontractor or any affiliate of any of the foregoing; and/or (e) any act or omission by you or any subcontractor or any affiliate of any of the foregoing.