



## DRYVAR FRANCHISE AND LICENCE AGREEMENT

Entered into between

**DRYVAR (PTY)LTD**

(Registration No. 2017/440546/07)

(Address: Unit 202, 2nd Floor, The Ridge 6, 20 Ncondo Place, Umhlanga, 4319)

(Who shall be referred to herein after as "the company")

And

Name and Surname : LUCE MAPHAH MW 2154120801  
Identity Number : MW 215412020810  
Physical Address : 6 John Milla - South beach 4001 Durban  
Cellphone Number : 0839697517  
E-mail address : willmapah@gmail.com

(The FRANCHISEE OWNER who shall be referred to hereinafter as "subscriber/franchisee owner")  
( hereinafter referred to as the parties)

The company DRYVAR, has created an online platform known as DRYVAR, which is in the form of an application, which sole purpose is to provide an affordable and easily accessible mode of commuting.

The company DRYVAR wishes to make available to its franchisee's the application with the intention to provide individuals with an opportunity to offer such services by subscribing to the application to utilize it to procure such work.

By signing or committing to be a franchisee it enables the franchisee to provide individuals in the general public sector/corporate sector to commute via the application. The company wishes to empower all franchisee owners to work via a platform which will allow them to earn revenue due to the design of the DRYVAR application.

The purpose of DRYVAR was to create one seamless platform on which chauffeur services, car hire and on demand rides maybe booked and confirmed. The franchisee owner will be responsible to accept client's requests within the stipulated amount of time as per this document.

The franchisee owner will also be responsible to ensure that the trip is completed according to the requirements of the DRYVAR contract. The subscriber/franchisee owner is desirous of entering in to an agreement with the company, to utilize its platform, which shall set out the terms and conditions of the relationship between the company and him/herself. The franchisee owner is obligated to adhere to all terms, conditions and requirements in this contract.

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THEREFORE the parties agree to the following terms and conditions.

## 1. INTRODUCTION

- 1.1. This agreement shall formulize the business relationship between the company and the subscriber/franchisee owner to regulate all aspects of the parties' relationship.
- 1.2. More specifically the subscriber/franchisee owner, agrees to access and utilize the DRYVAR application ("the application") and acknowledges that such application is licensed and not sold to the Subscriber, it is for use only under the terms and conditions of this agreement. DRYVAR is fully licensed and is not permitted to be sold by the franchisee in any form or fashion other than this terms and conditions of this agreement (which is to access only what is permitted to the driver or the general public or corporate sector as per this agreement.
- 1.3. The franchise license is per region and cannot be transferred or sold.

## 2. DURATION

- 2.1. This agreement shall come in to effect upon the company and franchisee owner signing this agreement and shall remain in full force and effect for a period of 12 (twelve) months upon the DRYVAR application going live on the relevant app stores (whichever date is the latest).
- 2.2. Where the franchisee owner does not inform the company in writing of its election to renew this agreement, this agreement shall automatically terminate after the 12-month period if there has been no renewal.

## 3. SUBSCRIPTION FEE AND USE OF APPLICATION

- 3.1. The subscriber/franchisee owner will be required to pay:-
  - 3.1.1. A once-off sign-up fee of \_\_\_\_\_ upon signature of this agreement; and thereafter
  - 3.1.2. You will be held liable to a regular monthly payment of R1000-00 per month per vehicle (12 month duration) provided that the vehicle is branded with Dryvar signage, alternatively, with no signage, you will be liable to a regular monthly payment of R1500-00 per month per vehicle. You will be allowed up to a maximum of 5 vehicles under one franchise agreement contract/license agreement.

**Option 1: With Signage**  
R1000-00 per month per vehicle



**Option 2: No signage**  
R1500-00 per month per vehicle



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3.1.2.1 This contract and subscriber/franchise license is valid and for use in only one province in South Africa. i.e. Kwa-Zulu Natal

3.1.2.2 Additional licenses will be required for additional/multiple provinces.

3.1.3. The subscriber/franchisee owner acknowledges and agrees that he/she shall be required to pay the monthly franchise fee for each vehicle on the system under their applicable franchise.

3.1.4. Such monthly franchise fee shall be paid to the company via debit order or funds being deducted from the amounts due to the subscriber from DRYVAR rides, and as such, the subscriber irrevocably grants the company the right to and consents to the company debiting his/her account for such payment. Failure to collect payment from a subscriber/franchisee owner will result in DRYVAR submitting that information to various credit rating agencies.

3.2. In consideration of the subscriber/franchisee owner's payment to the Company for the use of the application, the Company hereby grants the Subscriber an irrevocable, non-exclusive and non-transferable license to use the application and its software for the duration of the agreement, on the terms and conditions of this agreement.

3.3. The right and license to use the application in connection with the business to be conducted by the subscriber is pursuant to the provisions of this agreement.

3.4. Where the subscriber/franchisee owner fails to make payment of its monthly franchise fee the company reserves the right to set-off such payment against any monies due to him/her by the company, failing which, to cancel this agreement.

3.5. The insurance fees are to be paid to DRYVAR and are not due for the subscriber's accrual of funds from rides successfully completed, for hand over to our rides insurer.

#### **4. RIGHTS AND OBLIGATIONS**

4.1. The subscriber/franchisee owner:-

4.1.1. May not rent, lease, lend, sell, redistribute or sublicense the Licensed Application;

4.1.2. May not drive, subscribe or partner with any other competitor or related companies that offer similar services either in part or in whole, whilst under a DRYVAR franchise agreement. The franchisee owner agrees that the vehicle will be used for the sole purpose of rendering of the DRYVAR services, **unless** already subscribed to an agreement provided by a competitor prior to this DRYVAR agreement being signed.

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- 4.1.3. May not copy (except as expressly permitted by this license and the Usage Rules), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent any of foregoing, the foregoing is expressly permitted by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Licensed Application).
- 4.2. Any attempt or actual breach of the rights of the company as mentioned above shall result in legal action being taken against the subscriber/franchisee owner.
- 4.3. The terms of the license will govern any upgrades provided by the company that replace and/or supplement the original Product or Licensed Application, unless such upgrade is accompanied by a separate license in which case the terms of that license will apply.
- 4.4. Will take complete responsibility in providing quality services and acknowledges neither the franchise owner, staff or their representatives are allowed to publicly post negative comments or express negative personal opinion on social media, blogs, websites, reviews systems or platforms without consulting with our legal team first. Failure to provide superior services and/or where the subscriber/franchisee owner brings the company in to disrepute, the company may terminate this agreement with immediate effect. The subscriber/franchisee owner will be held financially liable for any damages to the image or brand of DRYVAR if he fails to comply with any of the terms and conditions as well as rules set out by DRYVAR.
- 4.5. The company will Offer an initial group training programme within the respected province to the subscriber/franchisee owner/driver, upon signature of this agreement.
- 4.5.1. Provide reasonable and appropriate initial and continuing advice and assistance to the subscriber in the operations and promotion of the application.
- 4.5.2. Make available to the subscriber/franchisee owner, all new or improved products, services, methods and procedures developed for the DRYVAR app.

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**5. TERMS OF USE**

- 5.1 The subscriber/franchisee owner expressly acknowledge and agree that:
- 5.1.1. The application as well as any and all modifications made there to shall and remain the sole and exclusive property of the company.
  - 5.1.2. Will use a vehicle that is roadworthy and approved by DRYVAR management.
  - 5.1.3. They/he/she is fluent in English.
  - 5.1.4. Will supply WIFI data through a hot spot service via a smart phone or secondary hot spot device for use only for active DRYVAR passengers
  - 5.1.5. Should the subscriber/franchisee owner/driver cancel any passenger request, after acceptance on the application without valid reason, the company reserves the right to suspend the subscriber/franchisee owner from usage of the application.
  - 5.1.6. Use of the licensed application is at its own risk.
  - 5.1.7. They will acquire the necessary and compulsory public liability and business vehicle insurances only through the third-party service providers assigned by DRYVAR.
  - 5.1.8. Unless expressly stated to the contrary in this agreement, the company hereby disclaims all representations, warranties and conditions with respect to the licensed application and any services, whether express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment.
  - 5.1.9. He/she will always be polite to all passengers using the DRYVAR platform.
  - 5.1.10. Each vehicle on the DRYVAR platform will eventually be fitted in with an on-board dash camera facing the driver and the passenger. Failure to switch on dash-cam while on duty, transporting passengers will result in the driver facing a R5000 fine from DRYVAR.

**6. NO WARRANTY**

- 6.1. The company licenses and supplies the application and/or Software "as is" and does not warrant that the operation there of will be uninterrupted or error free, or that the application and/or software will be suitable for any particular purpose notwithstanding that any such purpose may be known or ought reasonably to have been known by the company.
- 6.2. The company does not warrant against interference with your enjoyment of the licensed application, that the functions contained in, or services performed or provided by, the licensed application will meet your requirements, that the operation of the licensed application or services will be uninterrupted or error-free, or that defects in the licensed application or services will be corrected.

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- 6.3. To the maximum extent permitted by law, no oral or written information or advice given by the company or its authorized representative shall create a warranty.

**7. RESTRICTION**

- 7.1. The subscriber/franchisee owner agrees that he/she shall not enter in to any agreement with a third party who offers similar or same services as that of the company nor shall it be for another company who offers such services. Unless contracts or agreements have been signed prior to joining the DRYVAR platform.
- 7.2. A breach of this clause shall result in immediate termination of this agreement and a penalty fee of R 50 000-00 which shall be due, owing and payable to the company for such breach within three (3) working days.
- 7.3. All vehicle servicing will have to be conducted at approved DRYVAR service centre.

**8. PAYMENT AND PAYMENT TERMS**

- 8.1. The subscriber/franchisee owner acknowledges and accepts that the end-client shall be liable for all payments due to the DRYVAR subscriber/franchisee owner and further that the application may have two payment options, which shall be via debit/credit card.
- 8.2. Where the end client elects to make payment via debit/credit card, payment shall be made to the company and the company undertakes to pay to the subscriber/franchisee owner the payments received by it within 2 weeks of receipt, after relevant deductions for transactional fees are complete.
- 8.3. The subscriber/franchisee owner shall provide the company with its nominated banking details upon signature of this agreement.

**9. CRIMINAL CHECK**

- 9.1. The Parties agree that DRYVAR shall have the right to do a criminal check on franchisee owners/subscribers before or after signing this agreement and further, that the costs of such criminal check shall be borne by the subscriber.
- 9.2. The costs for such criminal check shall be R 250-00 per additional driver/subscriber.

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## **10. INSURANCE**

- 10.1. The parties acknowledge that due to the nature of its business relationship, certain insurances are required and more specifically that of car and public liability insurance for business use.
- 10.2. The costs of such insurance shall be borne by the subscriber/franchise owner (as stated above in 10.1).
- 10.3. Where the insurance is provided, the subscriber/franchise owner shall pay to the designated insurance company/brokerage the costs of such insurances, on a per monthly basis as stipulated on that specific contract. DRYVAR will not be responsible for this in any way.

## **11. LIABILITY**

- 11.1. The parties agree that the company shall not, for any reason whatsoever, be liable for any damages, directly or indirectly incurred by the subscriber/franchise owner or driver as a result of this agreement or as a result of the subscriber/franchise owner services.
- 11.2. More specifically (but not limited to the below), the parties agree that the company shall not be held liable for:-
  - 11.2.1. Any loss or damage of the subscriber/franchise owner vehicle.
  - 11.2.2. Any loss or damage of a third party's vehicle as a result of a collision or accident between the subscriber/franchise owner/driver and such third party.

## **12. TERMINATION**

- 12.1. The license granted in terms of this agreement is effective until terminated by either party and the subscriber's rights under this Agreement will terminate automatically without notice from the Company if the Subscriber fails to comply with any term(s) of this Agreement (as stated in 2.1).

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- 12.2. Upon termination of the license, the Subscriber shall cease all use of the Licensed Application, alternatively, the company reserves its right to terminate the subscriber/franchise owner's access.
- 12.3. The company DRYVAR may terminate this agreement, either wholly or in part, by written notice to the subscriber/franchisee owners.  
If any one or more of the following events occur:
- 12.3.1. The subscriber/franchise owner is in material breach of any of its obligations in terms of this agreement, and in the case of a remediable breach, fails to remedy that breach within 7 (seven) work days of receipt of a notice requiring that the breach be remedied;
- 12.3.2. The subscriber/franchisee owner commits an act of insolvency, is placed under judicial management, or be placed in liquidation (whether provisionally or finally); compromises with any of its creditors or endeavors or attempts to do so.
- 12.3.3. If found guilty of a criminal offence as per the discretion of DRYVAR.
- 12.3.4. The subscriber ceases or threatens to cease to carry on business and suspends payment of all or substantially all of its debts or is unable to pay its debts as and when they fall due; and in the event of the company electing to cease the application for any other reason whatsoever.
- 12.4. Where the subscriber/franchisee owner elects to terminate this agreement prematurely, the subscriber shall be liable to a cancellation fee which shall equate to 80% of the amount due for the remainder of this agreement. Such premature termination shall include instances where the subscriber elects to abandon this agreement and no longer provide the DRYVAR service. We reserve the right to blacklist the franchise owner in such event.
- 12.5. Where the customer lodges 3 complaints against the same driver within a 2-month period. DRYVAR reserves the right to officially block the driver from the platform pending an official investigation into the complaints lodged against them.
- 13. WHOLE AGREEMENT**
- 13.1. This Agreement constitutes the whole agreement between the Parties as to the subject-matter hereof and no agreements, representations, or warranties between the Parties other than those set out herein are binding on the Parties.
- 13.2. The terms of use may be updated electronically from time to time on our website and use of the mobile application/software system for DRYVAR deems acceptance of the latest terms and conditions applicable to a subscriber/franchisee owner.

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**14. VARIATION**

- 14.1. No addition to or variation, cancellation or novation of this agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by both of the Parties or their duly authorized representatives.

**15. RELAXATION**

- 15.1. No latitude, extension of time or other indulgence which may be given or allowed by either Party to any other Party in respect of the performance of any obligation hereunder or the enforcement of any right arising from this Agreement and no single or partial exercise of any right by any Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from this Agreement or prevent such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

As per clause 3.1.4; I \_\_\_\_\_ agree to a debit order or funds being deducted from the amounts due to me from DRYVAR rides, and as such, I irrevocably grant the company the right to and consent to the company debiting my account for such payment.

**Banking details**

Account holder name : SS NICHOLU - WCES mla1092  
Bank Name : TRU BANK  
Account Number : 5100678821  
Branch code : 678910

**THUS DONE AND SIGNED BY THE PARTIES ON THE DATES AND AT THE PLACES SET OUT HEREUNDER AND IN THE PRESENCE OF THE UNDERSIGNED WITNESSES**

\_\_\_\_\_  
FOR AND ON BEHALF OF THE COMPANY  
WHO WARRANTS HIS/HER AUTHORITY HERETO

Name : \_\_\_\_\_

Place : \_\_\_\_\_

Date : \_\_\_\_\_

\_\_\_\_\_  
FOR AND ON BEHALF OF THE SUBSCRIBER  
WHO WARRANTS HIS/HER AUTHORITY HERETO

Name : WCES mla1092

Place : South beach

Date : 05/08/2020

**WITNESS**

Witness 1: \_\_\_\_\_

Witness 2: \_\_\_\_\_

Witness 1: \_\_\_\_\_

Witness 2: \_\_\_\_\_

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RNC(4)(2003/10)

Republic of South Africa



RNC

Republiek van Suid-Afrika

TRAFFIC REGISTER NUMBER CERTIFICATE  
(National Road Traffic Act, 1996)VERKEERSREGISTERNUMMERSERTIFIKAAT  
(Nasionale Padverkeerswet, 1996)

Registering authority

Umhlanga Rocks

Registrasie-owerheid

Traffic register  
number

205800NLP0004

Verkeersregister-  
nommer

Name

L NLAPAH

Naam



Postal address

LOT 226

Posadres

PARKGATE  
OTTAWA

4319

Street address

LOT 226  
PARKGATE  
OTTAWA

Staatadres

4319

Address where notices  
must be served

Postal Address

Adres waar kennis-  
gewings beteken moet word

Control number

20580025FN2W

Beheernommer

Issue number

01

Uitreikingsnommer

Date of issue

2018-02-03

Datum van uitreiking

RECEIPT

KWITANSIE

Receipt number

Kwitantienommer

Transaction

Transaksie

In respect of

205800008RXZ

Ten opsigte van

Total amount received

R0.00

Totale bedrag ontvang

Date

Datum

Received by

Ontvang deur

Method of payment

Metode van betaling

Number

Nommer

## IMPORTANT INFORMATION

## BELANGRIKE INLIGTING

1. This certificate is deemed to be the identity document of the mentioned entity for purposes of the National Road Traffic Act, 1996 (Act No 93 of 1996).
2. This certificate must be kept safe and be produced where acceptable identification is required in terms of the National Road Traffic Act, 1996.

1. Hierdie sertifikaat word gesag die identiteitsdokument van die genoemde entiteit te wees vir doeleindes van die Nasionale Padverkeerswet, 1996 (Wet Nr 93 van 1996).
2. Hierdie sertifikaat moet bewaar word en voorgelê word waar aanvaarbare identifikasie ingevolge die Nasionale Padverkeerswet, 1996 verlang word.

2058

2018-02-03 10:06:44

2579

2693713

ISSUED WITHOUT ANY ALTERATIONS OR ERASURES

UITGEEK SONDER ENIGE VERANDERINGE OF OORSKRYWINGS

A1		≤ 125cc	A		GVM ≤ 3500kg
B1			B		GVM ≤ 3500kg
C1		GVM ≤ 7500kg	C		Pass 1-8
D1		Pass ≤ 16	D		
BE			C1E		
CE			D1E		
DE					Trailer GVM > 750kg

**Driver Restrictions**

☒ Corrective Lenses    ☒ Prosthesis

**Vehicle Restrictions**

☒ AT Automatic Transmission

☒ Electrically Powered

☒ Physically Disabled

☒ Tractor only

☒ Industrial/Agricultural

04/05/1993

006400657

Property of the Malawi Government

**DRIVING LICENCE**

**CARTA DE CONDUCÇÃO / PERMIS DE CONDUIRE**

1 Surname: **LUCAS**

2 Name: **MLAPAH**

3 Date of Birth: **08/08/1998**

4d TRN: **MALE**

4a/b/11 Validity: **27/11/2018 - 27/11/2022**

4c Issued by: **MALAWI**

5 Licence No: **80181114046004**

9 Code: **B**

10 First Issue: **11/18**

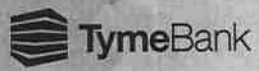
12 Vehicle restr: **0**

**SADC**

**MW**

7

Issue



4847 9540 1817 9496

Valid  
THRU 06/24

SS NGCAMU  
51006788921

ACCOUNT NUMBER

678910

BRANCH CODE

**VISA**  
Debit

**ANNEXURE C  
FORM 1  
PERMIT TO PERFORM ESSENTIAL SERVICES  
REGULATION 11B (3)**



[Untitled].pdf


<b>Surname</b>	Rimmer			
<b>Full Names</b>	Gavin			
<b>Identity Number</b>	5911285040088			
<b>Contact Details</b>	<b>Cell Nr</b>	<b>Tel Nr (W)</b>	<b>Tel Nr (H)</b>	<b>Email Address</b>
	083 382 6024	011 552 1911	011 552 1266	<a href="mailto:gavin.rimmer@rtt.co.za">gavin.rimmer@rtt.co.za</a>
<b>Physical Address Of Institution</b>	Corner of Springbok & Jones Road , Bartlett, Boksburg 1469			

Hereby Certify That:

<b>Surname</b>	LUCAS
<b>Full Names</b>	AUGUSTINE MLAPAH
<b>Identity Number</b>	DBNMAL000216011

Is permitted on behalf of RTT Group Pty (Ltd) to perform essential services in accordance with regulation 11B (3).

SIGNED AT Boksburg ON THIS THE 26th DAY OF March 2020.



Gavin Rimmer  
RTT – Group CEO



**Please Note:**

This permit should at all times be accompanied by a form of identification.

# CURRICULUM VITAE OF MLAPAH LUCAS

## PERSONAL INFORMATION

SURNAME	: MLAPAH
NAME	: LUCAS
IDENTITY NUMBER	: DBNMAL 000216011
DATE OF BIRTH	: 1988/19/08
RESIDENTIAL ADDRESS	: ST MORITZ34 JOHN MILLER DURBAN 4001
CELL NUMBER	: <del>068 7411 6072</del> 0839697517
GENDER	: MALE
LANGUAGE	: CHICHEWA & ISIZULU
OTHER LANGUAGE	: ENGLISH & FRENCH
NATIONALITY	: SOUTH AFRICAN
MARITAL STATUS	: SINGLE
HEALTH STATUS	: GOOD
CRIMINAL RECORD	: NONE
HOBBIES	: BIKE RIDING & WATCHING TV

## EDUCATIONAL BACKGROUND

LAST SCHOOL ATTENDED	: HHI HIGH SCHOOL
HIGHEST GRADE PASSED	: GRADE 12 (MATRIC)
YEAR	: 2005
SUBJECTS	: ENGLISH CHICHEWA MATHEMATICS BIOLOGY PHYSICAL SCIENCE AGRICULTURAL HISTORY GEOGRAPHY SOCIAL STUDENTS



## Councillor

Mezzanine Floor Shell House  
Cnr. Anton Lembede & Samora Machel Street, Durban, 4001  
P O Box 1014, Durban, 4000  
Tel: 031 322 7030, Fax: 031 311 3827  
www.durban.gov.za

Our Ref:

Your Ref: **Cllr SM Mnguni**  
Enquires: **083 759 8055**

03/08/20

### TO WHOM IT MAY CONCERN

This letter serves to confirm that lucas mlapaH

ID No. /D.O.B. 20180809010417 is known as a resident  
member of South beach 6 John milne street - 4 st maritz  
4001 Durban

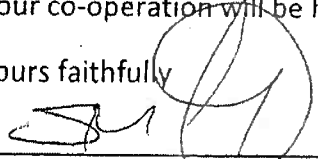
I appeal to you that she/he be given the following assistance:-

- Birth Certificate
- Identity Document
- Child Support Grant
- Foster Care Grant
- Disability Grant
- Old Age Pension
- Maintenance
- Road Accident Fund
- Bank account update/opening
- Confirmation of Address
- Other.....

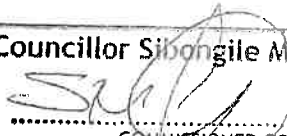
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Your co-operation will be highly appreciated.

Yours faithfully

  
**Councillor SM Mnguni**  
**(Ward -26)(PR)**  
**EThekwin Municipality**

**Councillor Sibongile Maureen Mnguni**

  
.....  
COMMISSIONER OF OATHS  
ETHEKWINI MUNICIPALITY  
EX OFFICIO DISTRICT OF DURBAN IN  
TERMS OF SECTION 6 OF ACT 16 OF 1963  
(AS AMENDED) CITY HALL SECRETARIAT  
Dr Pixley Ka Seme Street, Durban, 4001