



DRYVAR FOODS

DRIVER AGREEMENT

Entered into between

DRYVAR (PTY)LTD

(Registration No. 2017/440546/07)

(Address: 3th floor, Office 2, 53 Richefond Cir, Umhlanga Rocks, 4319)

(Who shall be referred to herein after as "the Company" or "Dryvar")

And

Name and Surname Of Driver : Minkenhle Mnguni
Identity/PP Number : 9512265638085
Physical Address : 198607 Amatikwe Area of Inanda 4310
Cellphone Number : 0848806028
E-mail address : mnguniPhisozi@gmail.com

(The DRIVER who shall be referred to hereinafter as "Subscriber/Driver")
(hereinafter referred to as the parties)

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

The company DRYVAR Foods wishes to make available to its Drivers 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 Driver, the Driver will deliver to individuals in the general public sector/corporate sector the food or other items which they have ordered via the software application. The company wishes to empower all Drivers or owner drivers to work via a platform which will allow them to earn revenue due to the design of the DRYVAR Foods application.

The purpose of DRYVAR Foods was to create one seamless platform on which food delivery demands may be booked and confirmed. The Driver owner will be responsible to accept client's requests on the application within the stipulated amount of time as per this document.

Initial M.P.M

THEREFORE, the parties agree to the following terms and conditions.

1. INTRODUCTION

- 1.1. This agreement shall formalise the business relationship between the Company and the Subscriber/Driver owner in order to regulate all aspects of the parties' relationship.

The Subscriber/Driver owner driver, agrees to access and utilise the DRYVAR Foods application ("the application") in order to perform his/her duties in terms of this agreement and acknowledges that such application is licensed and not sold to the Subscriber/Driver Owner and is for use only under the terms and conditions of this agreement.

- 1.2. DRYVAR Foods is fully licensed and is not permitted to be sold by the Driver 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.

2. DURATION

- 2.1. This agreement shall come in to effect upon the Company and Driver signing this agreement and shall remain in full force and effect for a period of 60 days with the option to automatically renew monthly upon the DRYVAR Foods application going live in the relevant city (whichever date is the latest). The driver will be compensated by the franchise owner an amount of R2000 per month and R500 per month for fuel, for the first 60 days.
- 2.2. Where the Driver does not inform the company in writing of its election to renew this agreement, this agreement shall automatically renew with no fixed salary after the 2-month period if there has been no renewal subject to approval internally.
- 2.3. After the 2-month contract has been completed and the Driver wishes to renew his contract with Dryvar Foods, there will be no monthly salary and a 60/40 profit split will be in place between the bike owners and the independent drivers.

Initial M.P.M

RIGHTS AND OBLIGATIONS

The Franchise owner will take complete responsibility for:

- The agreed upon salary for their designated driver who will receive a salary of R2000.00 and R500 per month fuel, for a period of 60 days only.
- Franchise owner can negotiate with the driver on a 60/40 split on delivery fees after the two months (Depending on the franchise owner).

3.1.2 The drivers will take complete responsibility for:

- Work Times from 9am to 10pm Monday to Sunday
- All fuel, maintenance and any other personal costs relating to delivery of food or other items for Dryvar Foods.
- Drivers will be held liable for any damages to the bikes, bags and uniform.
- Poor service, mannerisms, hygiene and other actions that may deteriorate the brands reputation, drivers will pay a penalty fee of R300.00 per incident.
- All late orders as a result of the driver.
- All orders deemed damaged or unsatisfactory by clients (cold, messy etc.) which can reasonably have attributed to a Driver's negligence in the transportation of items
- Drivers can only deliver for Dryvar Foods and no other company offering similar or related services.
- The delivery bag is only to be used when collecting or delivering food to a customer.
(Drivers are not to carry the bag around if they have no order to collect).
- Drivers to fill their own fuel at their own cost after the aforementioned initial period of 60 days.
- Drivers to purchase their own data and stay online for their shift.
- Every Morning the driver has to send his pin location, a uniform picture and a vehicle picture to his Field Manager.
- Random video calls to be conducted by the Field Manager.
- Work schedules are set up weekly and must be complied with, failure to do so will result with a dismissal and banning from the platform.
- Sick Leave needs to be communicated to the Field Manager.
- All drivers agree that they are not employed by Dryvar Foods or any affiliated companies and they will be working as an independent contractor and the Driver may not bind or represent the Company as if it were an employee, furthermore, it may not assume any responsibilities on behalf of the Company
- Dryvar Foods or its related companies, owners, staff, shareholders or franchisees will not be liable for any loss or injury that they may occur while performing their delivery duties in line of using the platform.
- Drivers may not use the bike for personal use.
- Drivers may not use the bike for carrying of passengers.
- Any bike/bikes, uniform, equipment, tools related to or the property of DRYVAR FOODS or the franchise owner may not be lent or hired out by the Driver. Infringement of this rule will result in legal/criminal action being pursued and instituted.
- Drivers are not allowed to use any DRYVAR FOODS branded attire if they are not working or on duty.
- Drivers will be held liable to replace the branded uniform, equipment or bike if lost, damaged or stolen.
- All uniforms and equipment are to be returned to the franchise owner or DRYVAR FOODS immediately on request or termination of this agreement.

Initial M.P.M

3.1.3 The Driver:

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

3.1.5 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 Foods franchise agreement. The Driver owner agrees that the vehicle will be used for the sole purpose of rendering of the DRYVAR Foods services, unless already subscribed to an agreement provided by a competitor prior to this DRYVAR Foods.

3.2. Any attempt or actual breach of the rights of the company as mentioned above shall result in legal action being taken against the Subscriber/Driver.

3.3. Who take complete responsibility in providing quality services and acknowledges neither the drivers, 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.

3.4. In the event that the Subscriber/Driver fails to provide superior services and/or where the Subscriber/Driver owner brings the Company in to disrepute, the Company may terminate this agreement with immediate effect. The Subscriber/Driver owner will be held financially liable for any damages to the image or brand of DRYVAR Foods if he fails to comply with any of the terms and conditions as well as rules set out by DRYVAR Foods. Rules are available upon request.

3.5. Drivers are required to complete the DRYVAR FOODS asset agreement and submit daily reports of any incidents, losses or damages to the vehicle or equipment.

Initial M.F.M

- 3.6. Subscribers/Driver will be required to have a battery power bank
- 3.7. Subscribers/Driver will be required to have a fully charged battery externally or internally for use with the mobile phone at the start of their shift.
- 3.8. In addition, Subscribers/Driver need to have the following:
- 3.8.1 Screen guard and phone guard
 - 3.8.2 Phone holder for attaching to the bike
 - 3.8.3 Roll-on and antiperspirant to be used throughout their shift
 - 3.8.4 Lock for the delivery bin
 - 3.8.5 Drivers must have two sets of fresh, clean golf shirts or uniforms available on shift daily.
 - 3.8.6 Drivers are to change golf shirts/uniforms to a fresh set at 4:45pm each day.
- 3.9. Subscribers/Drivers are obliged to abide by all transportation **laws** and maintain a safe driving record.

The Company: -

- 3.9.1 May offer an initial group training program within the respected province to the Subscriber/Driver, upon signature of this agreement.
- 3.5.2. May provide reasonable and appropriate initial and continuing advice and assistance to the Subscriber in the operations and promotion of the application.
- 3.5.3. May make available to the Subscriber/Driver, all new or improved products, services, methods and procedures developed for the DRYVAR Foods app.

Initial M.P.M

4. TERMS OF USE

4.1 The Subscriber/Driver expressly acknowledges and agrees that:

- 4.1.1. The application as well as any and all modifications made there to shall and remain the sole and exclusive property of the Company.
- 4.1.2. He/She will use a vehicle that is roadworthy and approved by DRYVAR Foods management.
- 4.1.3. They/he/she is fluent in English.
- 4.1.4. Should the Subscriber/Driver owner/driver cancel any request, after acceptance on the application without valid reason, the Company reserves the right to suspend the subscriber/Driver from usage of the application/platform if the cancellation is deemed unreasonable in the circumstances
- 4.1.5. Use of the licensed application is at driver's own risk.
- 4.1.6. He/she will always be polite to all clients using the DRYVAR Foods platform.
- 4.1.7. In the event of an accident or vehicle crash, not to abandon the scene, to take down full details of all parties involved and photographs of license plates, license discs and any other information regarding the incident and report any accidents to the local police and Dryvar Foods Management immediately.

5. RESTRICTION

- 6.1. The Subscriber/Driver agrees that he/she shall not enter into 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.

Initial M.P.M

6. LIABILITY

10.1. The parties agree that the Company shall not, for any reason whatsoever, be liable for any damages, directly or indirectly incurred by the driver as a result of this agreement or as a result of the Subscriber/franchise owner services.

10.2. More specifically (but not limited to the below), the parties agree that the Company shall not be held liable for: -

10.2.1. Any loss or damage of the subscriber/franchise vehicle.

10.2.2. 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.

10.2.3. Services to the vehicle will be done through an accredited agent for the brand of scooter (i.e. Suzuki / BigBoy), it remains the responsibility of the Driver to maintain the bike and keep the services up to date.

7. TERMINATION

11.1. 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).

Initial M.P.M

11.2. 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/Drivers access.

The Company DRYVAR Foods may terminate this agreement, either wholly or in part, by written notice to the Subscriber/Driver If any one or more of the following events occur:

11.2.1. The subscriber/Driver 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;

11.2.2. If found guilty of a criminal offence as per the discretion of DRYVAR Foods.

11.2.3. The subscriber/Drivers 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.

11.3. Where the customer lodges 3 complaints against the same Driver within a 2-month period. DRYVAR Foods reserves the right to officially block the driver from the platform pending an official investigation into the complaints lodged against them.

8. WHOLE AGREEMENT

12.1. 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.

Initial M.P.M

The Good practice recommendations:

For motorcycle riders:

- ·Equipment
- ·Use crash helmets, preferably integral, certified for this purpose. Do not use helmets designed for other activities.
- ·For getting on and off the bike, use vehicle parts designated for this purpose.
- ·Lumbar braces can be very useful (for comfort and in accidents) on medium and long distance journeys.
- ·In the traffic
- ·Ride with caution. Be more careful in adverse conditions.
- ·Make yourself visible to other drivers, wear reflecting clothes.
- ·In urban areas, keep to the left and drive in the centre of the lane.
- ·Use the indicator (or hand signal) in advance to inform other drivers of your manoeuvres.
- ·Respect the traffic lights.

- **In bad weather:**
- ·Drive slower and check tyre pressure and thread depth.
- ·Keep a longer distance from vehicles ahead.
- ·Turn on the lights to be as visible as possible.
- Wear a rain coat.

- **Maintenance:**
- ·Make a daily check of:
- ·Oil and fuel level
- ·Water
- ·Brake fluid and function
- ·Steering

- ·Make weekly check of:
- ·Tyre pressure and tread depth
- ·Battery and lights
- ·Spark plugs
- ·Spare parts
- ·Keep records on the vehicle so that the company can carry out regular maintenance. Inform the employer of any faults or damage to the vehicle.
- ·To prevent vibration risks, ensure the seat and the shock absorbers are in good repair.
- ·Personal health
- ·Stay in good physical condition: exercise daily.
- ·Do not consume stimulants such as alcohol, drugs, coffee or other caffeine-containing products.

Initial M.P.M

Banking details for subscriber/Driver :

Account holder name: Minehile Myguni

Bank Name : Capitec

Account Number : 1717597201

Branch code : 450010

**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

FOR AND ON BEHALF OF THE SUB

WHO WARRANTS HIS/HER AUTHORITY HERETO

Name : _____

Name : Sfiso Mziyani

Place : _____

Place : umhlanga

Date : _____

Date : 13/11/2020

WITNESS

Witness 1: _____

Witness 1: 

DRIVING LICENCE SOUTH AFRICA
CARTÃO DE CONDUÇÃO
HP HINDU
ID No: 02/9512265638085 MALE
Birth: 26/12/1995 ZA Restriction:
Licence Number: 202200062556 No: 1
Valid: 26/09/2019 - 27/08/2024
Issued: ZA
Code: C1
Vehicle restriction: 0
First issue: 11/04/2017
Ref. driving permit: G.P
Entry date: 26/09/2021





DRYVAR FOODS ASSETS AGREEMENT

Entered into between

DRYVAR (PTY) LTD

(Registration No. 2017/440546/07)

(Address: Office 2, 3rd Floor, 53 Richefond Circle, Ridgeside Office Park, Umhlanga, 4319)

AND

Full Name: Minenhle Mguni
Passport No: 9512268638085
Physical Address: 198607 Amatikwe Area 05 Inanda 4310
Contact Number: 0763401386
Email Address: mguniphisozyinkosi@gmail.com

All items provided by DRYVAR FOODS to the drivers are the property of DRYVAR FOODS and are only to be used by the drivers during work times.

QTY	Item Name	Signature
1	Golf Shirts	<u>M. Mguni</u>
1	Cap	<u>M. Mguni</u>
	Jacket	
1	Lanyard	<u>M. Mguni</u>
	Face Mask	
	5 Gig Data Sim – Cell Number:	
	Samsung A2 Cell Phone – IMEI:	

All property belongs to DRYVAR FOODS and the employee needs to be returned it when they leave. The employee will be held liable for any loss or damage to any items. DRYVAR FOODS will take legal action if the employee fails to return or pay for any items that are lost or damaged.

Place Signed: Umhlanga
Signature: M. Mguni
Date: 13/11/2020

