



## DRYVAR FOODS FRANCHISE

### DRIVER 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 : Austin Saenda  
Identity Number : MA 591679  
Physical Address : 8 Dr Pixley Kaseme Street  
Cellphone Number : 0628462867  
E-mail address : AustinSaenda27@gmail.com

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

( 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 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 Foods application.

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

Dryvar Foods is as such offering Franchise business models to potential franchisees. The franchise is being offered as a turn key business model with close to zero oversight necessary. Included in the Franchise fee and monthly management fee is everything one would need to operate a Franchise on the Dryvar Foods platform i.e. A vehicle, a driver, a franchise license and monthly revenue management services.

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3.1.1 The Franchise owner will take complete responsibility for:

- All late orders as a result of their driver
- All orders deemed damaged or unsatisfactory by clients (cold, messy etc.)
- The agreed upon salary for their designated driver will receive a salary of R2500.00 per month for the first two months only and they will receive 50% of the delivery fee.
- Work Times from 9am to 10pm Monday to Sunday
- All fuel, maintenance, repairs and any other costs relating to delivery of food 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.
- Drivers can only deliver for Dryvar Foods no other company.
- 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 own fuel
- Drivers to purchase own data and stay line for their shift.
- Every Morning the driver has to send me his pin location, a uniform picture and a vehicle picture to his Field Manager.
- Random video calls to be conducted by the Field Manager.
- Sick Leave needs to be communicated to the Field Manager.
- All drivers agree that they are not employed by Dryvar Foods or any of our companies and they will be working as a contractor.
- We 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 cannot use the bike for personal use.
- Drivers are not allowed to use any DRYVAR FOODS branded attire if they are not working.
- Cost on bike: R23000.00
- Registration: R1500.00
- Bike Signage: R500.00
- Helmet with Signage: R1000.00
- Branded Delivery Bag: R600.00
- Six Branded Golfers: R700.00
- One Branded Cap: R50.00
- Branded Lanyard: R50.00
- Branded Jacket: R600.00
- Total Cost: R28000.00
- Payment Over 24 Months: R1168 per month.
- Motor Bike Insurance: R300 per month
- Drivers will be liable to replace the branded uniform if lost.

3.1.2 The subscriber/franchisee owner:

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

3.1.4 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 franchisee 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.

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#### **4. TERMS OF USE**

- 4.1 The subscriber/franchisee owner expressly acknowledge and agree 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. 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/franchisee owner/driver cancel any 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.
  - 4.1.5. Use of the licensed application is at its own risk.
  - 4.1.6. 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.
  - 4.1.7. He/she will always be polite to all clients using the DRYVAR Foods platform.

#### **5. NO WARRANTY**

- 5.1. 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.
- 5.2. 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.

## **9. INSURANCE**

- 9.1. The parties acknowledge that due to the nature of its business relationship, certain insurances are required and more specifically that of vehicle insurance for business use.
- 9.2. The costs of such insurance shall be borne by the subscriber/franchise owner (as stated above in 10.1).
- 9.3. 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 Foods will not be responsible for this in any way.

## **10. 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 subscriber/franchise owner or 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 owner 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.

## **11. 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).

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## Banking details

Account holder name : Austin Saendg  
Bank Name : Mukulu Bank  
Account Number : 51113125091  
Branch code : 410506

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 : \_\_\_\_\_

## WITNESS

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

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

Name : Austin Saendg

Place : Durban

Date : 27/07/2020

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