



**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 : EDWARD DICKSON
Identity Number : MA830869
Physical Address : Chesterville Road 12
Cellphone Number : 0603801736
E-mail address : _____

(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.

Initial 

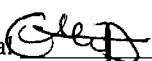
3.1.1 The Franchise owner will take complete responsibility for:

- 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.

Initial 

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.

Initial 

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).

Initial 

Banking details

Account holder name : _____
Bank Name : _____
Account Number : _____
Branch code : _____

**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 : EDWA

Place : _____

Date : _____

WITNESS

Witness 1: _____

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

Name : EDWARD DICKSON

Place : DURBAN

Date : 29/07/2020

Witness 1: 


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

VERKEERSREGISTERNUMMERSERTIFIKAAT
 (Nasionale Padverkeerswet, 1996)

 Registering authority
 Traffic register

 Durban (windsor Park)
 2008131HR0997

 Registrasie-owerheid
 Verkeersregister-
 nommer
 Naam

Name

E DICKSON



Postal address

 221 CHICAGO BUILDING
 190 QUEEN STREET

Posadres

 DURBAN
 4001

Street address

 221 CHICAGO BUILDING
 190 QUEEN STREET
 DURBAN

Straatadres

4001

 Address where notices
 must be served

Postal address

 Adres waar kennis-
 gewings beteken moet word

Control number

2008045H6V0G

Beheernommer

Issue number

01

Uitreikingsnommer

Date of issue

2020-07-07

Datum van uitreiking

RECEIPT**KWITASIE**

Receipt number

Kwitansienommer

Transaction

Transaksie

In respect of

20080026GH7

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 to be produced where acceptable identification is required in terms of the National Road Traffic Act, 1996.

1. Hierdie sertifikaat word geag 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 voorgele word waar aanvaarbare identifikasie ingevolge die Nasionale Padverkeerswet, 1996 verlang word.

2008

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DRIVING LICENCE
CARTA DE CONDUCAO / PERMIS DE CONDUIRE

SADC

MW



1.Surname: **DICKSON**
2.Names: **EDWARD**
3.Dates of Birth: **12/10/1994** **MALE**
4d.TRN: **199410124076610**
4a,b/11 Validity: **12/02/2020 - 12/02/2025**
4c.Issued by: **MALAWI** 12.Driver restr: **0**
5.Licence No: **0002047455/1/4** 4c.Issue No: **01**
9.Code: **A1**
10.First Issue: **02/20**
12.Vehicle restr: **0**

Dickson

PDP CATEGORY: PG
Expiry Date: 12/02/2025



A1	125cc	A
B1	GVM < 300kg	B
C1	GVM 7500kg	C
D1	Pass 16	D
EB	CE1	
CE	DE1	
DE	Trailer GVM > 750kg	

DRIVER RESTRICTIONS VEHICLE RESTRICTIONS
0 None 0 None
01 Corrective lenses 78 Automatic Transmission
58 Prostheses 98 Physically Disabled
PROP CATEGORIES V01 Electrically Powered
P Passengers V02 Auto > 1600kg (GVW) Permitted
G Goods
0 Dangerous goods PG

PROPERTY OF THE MALAWI GOVERNMENT

1060 045363



PROPERTY OF THE MALAWI GOVERNMENT

This Passport is valid for all countries unless otherwise endorsed (subject to the visa, permit or other entry requirements of each country).

Ce Passeport est valable pour tous pays sauf mention contraire (sous réserve des conditions de délivrance de visa, de permis ou autres conditions d'entrée de chaque pays).

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ou autres conditions d'entrée de chaque pays).*



PASSPORT/PASSEPORT

TYPE / TYPE

COUNTRY / PAYS

PASSPORT No / No DU PASSEPORT

F

MVI

MA830869

SURNAME / NOM
DICKSON

SEX / SEXE
M

GIVEN NAMES / PRÉNOMS

EDWARD

PERSONAL No / No PERSONNEL

1985470/2

DATE OF BIRTH / DATE DE NAISSANCE

DATE OF BIRTH
12 OCT 1994

PLACE OF BIRTH / LIEU DE NAISSANCE

LILONGWE MALAWI

DATE OF ISSUE / DATE DE DÉLIVRANCE

23 MAR 2017

AUTHORITY / AUTORITÉ

BI ANTYPF

DATE OF EXPIRY / DATE D'EXPIRATION

DATE OF EXPIRY
22 MAR 2027

SIGNATURE / SIGNATURE

EDWARD DICKSON

[illegible]

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