



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 : DAVES ChaePING
Identity Number : ~~VICTORIA~~ 2204729010
Physical Address : 57
Cellphone Number : 0635874733
E-mail address : ~~VICTORIA~~ street ChaePING

(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 formalize 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



Initial _____

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 thereof 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.

Initial _____

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 : _____
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

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

Name : _____

Name : _____

Place : _____

Place : _____

Date : _____

Date : _____

WITNESS

Witness 1: _____

Witness 1: _____

Witness 2: _____

Witness 2: _____

Initial _____

RNC(4)(2003/10)

Republic of South Africa

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



Republiek van Suid-Afrika

VERKEERSREGISTERNUMMERSERTIFIKAAT
(Nasionale Padverkeerswet, 1996)

RNC

Registering authority
Traffic register

Durban (windsor Park)
2008131J0938U

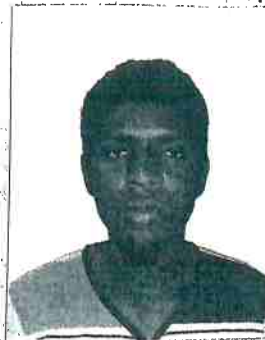
Registrasie-owerheid

Verkeersregister-
nommer

Name

D CHAPINGA

Naam



Postal address

73 KENNEDY ROAD
SYDENHAM

Posadres

DURBAN
4091

Street address

73 KENNEDY ROAD
SYDENHAM
DURBAN

Straatadres

4091

Address where notices
must be served

Postal address

Adres waar kennis-
gewings beteken moet word

Control number

2008045H6V30

Beheernommer

Issue number

01

Uitreikingsnommer

Date of issue

2020-01-17

Datum van uitreiking

RECEIPT

KWITASIE

Receipt number

Kwitansienommer

Transaction

Transaksie

In respect of

20080066I

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.



home affairs
Department
Home Affairs
REPUBLIC OF SOUTH AFRICA

Control No.

A0215412001

DHA-1835

GENERAL WORK VISA SECTION 19(2)

TRY1920102

Ref No: PTA.065202020/TRV

Name: CHAPINGA DAVI

Passport No: MA487060

No. of Entries: MULTIPLE

VISA Expiry Date: 2023-03-20

Issued at: HEAD OFFICE ON 2020-03-20

Conditions:

- (1) THAT THE HOLDER DOES NOT BECOME A PROHIBITED OR UNDESIRABLE PERSON
- (2) TO TAKE UP EMPLOYMENT IN THE CATEGORY MENTIONED ABOVE

for Director-General: Home Affairs



LHC5QSB

DRIVING LICENCE
CARTA DE CONDUCAO / PERMIS DE CONDUIRE

SADC

MW



MALAWI



1. Surname: **CHAPINGA**
2. Names: **DAVI**
3. Dates of Birth: **15/09/1995** **MALE**
4d TRN: **195091503090**
4a.b/11 Validity: **16/08/2018 - 15/08/2023**
4c Issued by: **MALAWI** 12 Driver rest: **0**
5. Licence No: **022047290/1/0** 4c Issue No: **01**
9. Code: **A1**
10. First issue: **08/18**
12. Vehicle rest: **0**

DAVI

PrDP CATEGORY: PG
Expiry Date: 15/08/2023



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: DAVIES Chapiro


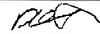



Passport No: _____

Physical Address: Witpo Street 56

Contact Number: 0635874733


Email Address: _____

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
2	Golf Shirts	
1	Cap	
1	Jacket	
1	Lanyard	
1	Face Mask	
	5 Gig Data Sim – Cell Number:	
	Samsung A2 Cell Phone – IMEI: 356934101435204	

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: 

Date: 201001 2020