

DRYVAR FOODS FRANCHISE 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")

And

Name and Surname	: NKURUNZIZA OLIVIER
Identity Number	: BBNBD1000 230715
Physical Address	: 97 Westham drive Phoenix
Cellphone Number	: 0677532039
E-mail address	: OliviEn NKURUWZiZ4 5 @ 3 mael. Con

(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 🙋

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 driver to regulate all aspects of the parties' relationship.
- 1.2. More specifically the subscriber/franchisee owner driver, agrees to access and utilize the DRYVAR Foods 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 Foods 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
- 1.3. The franchisee owner driver license is per franchisee and cannot be transferred or sold.

NOITARUO .S

agreement.

.1.2

- 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 24 (twenty four) months upon the DRYVAR Foods 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 24-month period if

RIGHTS AND OBLIGATIONS

there has been no renewal.

- 3.1 The purchase of a Dryvar Foods Franchise will entitle/provide the holder the following:
- One brand new Dryvar Foods approved delivery vehicle, fitted accordingly
- Provision of a vetted and suitable driver
- A license to operate one delivery vehicle in the area of choice
- Dryvar Foods insulated delivery bags
- Monthly driver, order and revenue management with reports.

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3.1.1 The Franchise owner will take complete responsibility for his Driver:

- Franchise owner has the right to deduct from the Drivers salary for Penalty's, late deliveries and damaged orders.
- All late orders as a result of their driver, the driver will be held responsible.
- All orders deemed damaged or unsatisfactory by clients (cold, messy etc.)
- The agreed upon salary for their designated driver will receive a salary of R2000.00 or 50% of all deliveries (Depending on the franchise owner).
- Franchise owner can negotiate with the driver on a 60/40 split on delivery fees after the two months (Depending on the franchise owner).
- Work Times from 9am to 10pm Monday to Sunday
- All fuel (R500 for the first two monts), 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 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.
- Sick Leave needs to 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 has an independent contractor.
- We will not be liable for any lose 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.
- 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.

in legal action being taken against the subscriber/franchisee owner. 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 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. 3.4. Will take complete responsibility in providing quality services and acknowledges neither the regressoratives 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 on the safety that in a disrepute the subscriber/franchisee owner will be held financially liable for any damages to the image on the safe of DRYVAR Foods. 3.5. The company:- aubscriber/franchisee owner will be held financially any of the respected province to the subscriber/franchisee owner will be negleably as a condition as a well as subscriber/franchisee owner/driver, upon signature of this agreement.	the subscriber in the operations and promotion of the application.	
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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/franchisee cwner.	
	Any attempt or actual breach of the rights of the company as mentioned above shall result	.2.8

services, methods and procedures developed for the DRYVAR Foods app. May make available to the subscriber/franchisee owner, all new or improved products, .5.2.8

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 not withstanding 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.
- 5.3. Please note our downtime is 90 minutes if the system has any issues.

the drivers delivery fees. The franchisee will be liable to make payment to the driver for his monthly salary and .4.T details upon signature of this agreement. The subscriber/franchisee owner shall provide the company with its nominated banking .£.7 transactional fees are complete. the payments received by it within 7-10 days of receipt, after relevant deductions for to the company and the company undertakes to pay to the supscriber/franchisee owner Where the end client elects to make payment via debit/credit card, payment shall be made .2.7 card. further that the application may have two payment options, which shall be via debit/credit shall be liable for all payments due to the DRY/AR Foods subscriber/iranchisee owner and The subscriber/franchisee owner acknowledges and accepts that the end-client .I.T .T PAYMENT AND PAYMENT TERMS breach within three (3) working days. penalty fee of R 25 000-00 which shall be due, owing and payable to the company for such A breach of this clause shall result in immediate termination of this agreement and a .2.9 signed prior to joining the DRYVAR Foods platform. for another company who offers such services. Unless contracts or agreements have been with a third party who offers similar or same services as that of the company nor shall it be The subscriber/franchisee owner agrees that he/she shall not enter in to any agreement .1.9 .9 RESTRICTION the company or its authorized representative shall create a warranty. To the maximum extent permitted by law, no oral or written information or advice given by ۵.4

The costs for such criminal check shall be R 250 00 per additional driver/subscriber.

The Parties agree that DRYVAR Foods 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.

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CRIMINAL CHECK

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.

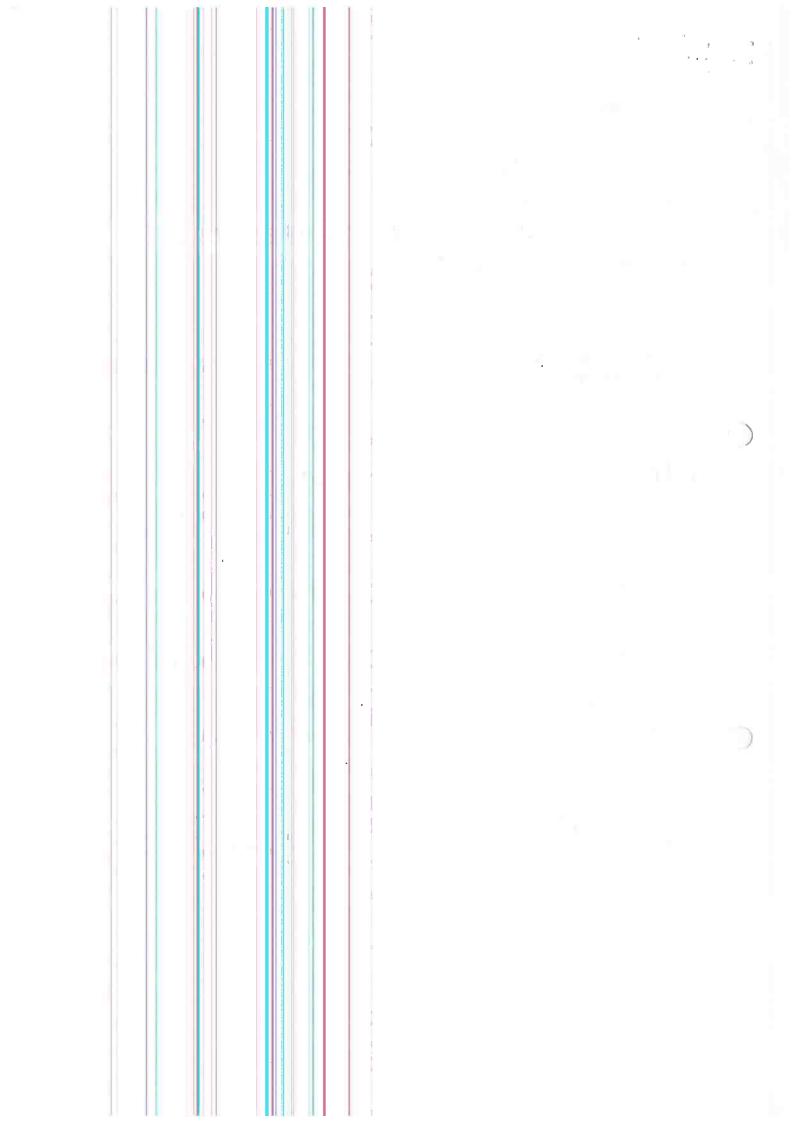
11. TERMINATION

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).

	194 latest terms and conditions applicable to a subscriber/franchisee owner
	use of the mobile application/software system for DRYVAR Foods deems acceptance of
.2.21	The terms of use may be updated electronically from time to time on our website and
	the Parties other than those set out herein are binding on the Parties.
	subject- matter hereof and no agreements, representations, or warranties between
.1.21	Agreement constitutes the whole agreement between the Parties as to the
12.	многе адветит
	pending an official investigation into the complaints lodged against them
	period. DRYVAR Foods reserves the right to officially block the driver from the platform
11.4.	Where the customer lodges 3 complaints against the same driver within a 2-month
	whatsoever.
	in the event of the company electing to cease the application for any other reaso
	all or substantially all of its debts or is unable to pay its debts as and when they fall due; an
11.3.4.	The subscriber ceases or threatens to cease to carry on business and suspends payment of
.8.8.11	If found guilty of a criminal offence as per the discretion of DRYVAR Foods.
	any of its creditors or endeavors or attempts to do so.
	management, or be placed in liquidation (whether provisionally or finally); compromises wit
11.3.2.	The subscriber/franchisee owner commits an act of insolvency, is placed under judicia
	(seven) work days of receipt of a notice requiring that the breach be remedied;
	agreement, and in the case of a remediable breach, fails to remedy that breach within
.1.8.11	
	If any one or more of the following events occur:
	by written notice to the subscriber/franchisee owners.
11.3.	The company DRYVAR Foods may terminate this agreement, either wholly or in part,
	the subscriber/franchise owner's access.
	Application, alternatively, the company reserves its right to terminate
.2.11	Upon termination of the license, the Subscriber shall cease all use of the Licensed

Banking details

Account holder name	: OliviER NKURUN	222
Bank Name	: ABSA	<u> </u>
Account Number	: 93607132 29	7> 93607/3297
Branch code	: 63 2005	_
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AND IN THE PRESENCE	OF THE UNDERSIGNED WITNES	SSES
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FOR AND ON BEHALF OF THE		FOR AND ON BEHALF OF THE SUBSCRIBER
WHO WARRANTS HIS/HER AÙ	JIHORITY HERETO	WHO WARRANTS HIS/HER AUTHORITY HERETO
Name: Sam-1	Maguaza	Name: DlikiER WKURUNZiZA
Name:		Name: VIEW WWWWW CA
Place:	NO	Place: 53 Richefolial Cincle
Place :	19	Place: 53 Rich ejotusi Cincle
Date : 11/11/201		
Date : 1////201	<i>ح</i>	Date : 11/11/ 2020
WITNESS	//	
Witness 1:	K.	Witness 1: P. G. Fretheler T
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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)

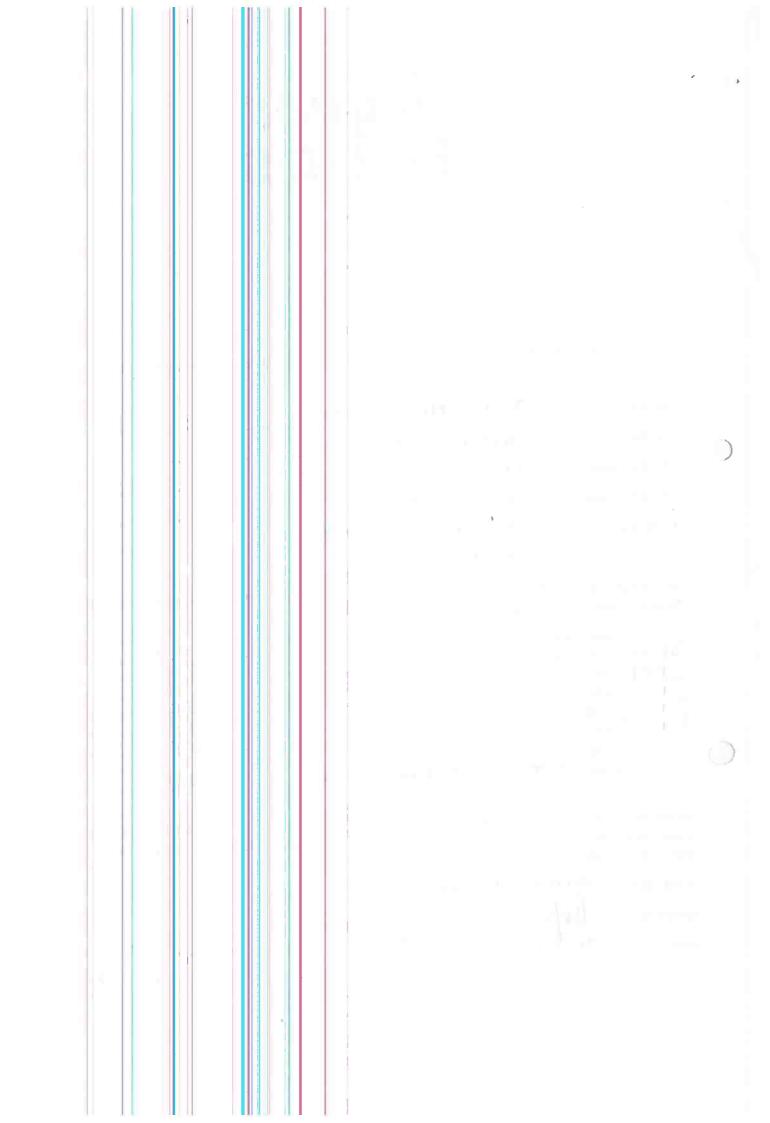
	- AND		
Full Name:	OLIVE MKUMUMZIZA		
Passport No:	DBNB01000230715		
Physical Address:	97 Westham drive Phoenix		
Contact Number:	067 753 2039		
Email Address:	Ouverneununzizaus agmailicom		
	Ohvier		

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	
DX L+M	Golf Shirts	Signature
1+1	Cap	Ques
	Jacket	aug
1.	Lanyard	- lead
ı	Face Mask	Coll
	5 Gig Data Sim – Çell Number:	ally
	Samsung A2 Cell Phone - IMEI: HEIAWEI - 15	mas

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 Richford CKIE	
Signature:	hod	
Date:	Winkform Given Oblistass but signed on 11/11	1/2022
	. pg	Any





ACCOUNT CONFIRMATION DETAILS

Customer Code

NKURUO 001

Customer Name

MR O NKURUNZIZA

Passport Number

203418098

Product Type

Flexi Account

Account Number

9360713297

Domicile Branch

PHOENIX

Domicile Branch Code

6119

Sales Consultant

SM KHUMALO

Bank Clearing Code

632005

Flexi Account

Description of product

The Flexi Account is a full-service transactional savings account that meets your daily banking requirements.

Pricing

Full-service banking at a low monthly fee, including funeral cover. Transactions are charged as a pay-as-you-transact fee. Refer to the website www.absa.co.za for detailed rates and fees.

Qualifying criteria

A recommended minimum regular income of R3 000.00 or more per month.

What to bring when you apply

If you are a new customer, please bring the following documents along:

- Your green bar-coded identity document (ID), valid passport or work permit
- The original document or a certified copy of one of the following documents verifying your residential address, not older than three (3) months, e.g. utility bill, lease or rent agreement, or Telkom statement
- Original document or certified copy of a South African Revenue Services document reflecting your personal details and income tax number (where issued)
- A minimum opening balance of R50.00 is required.

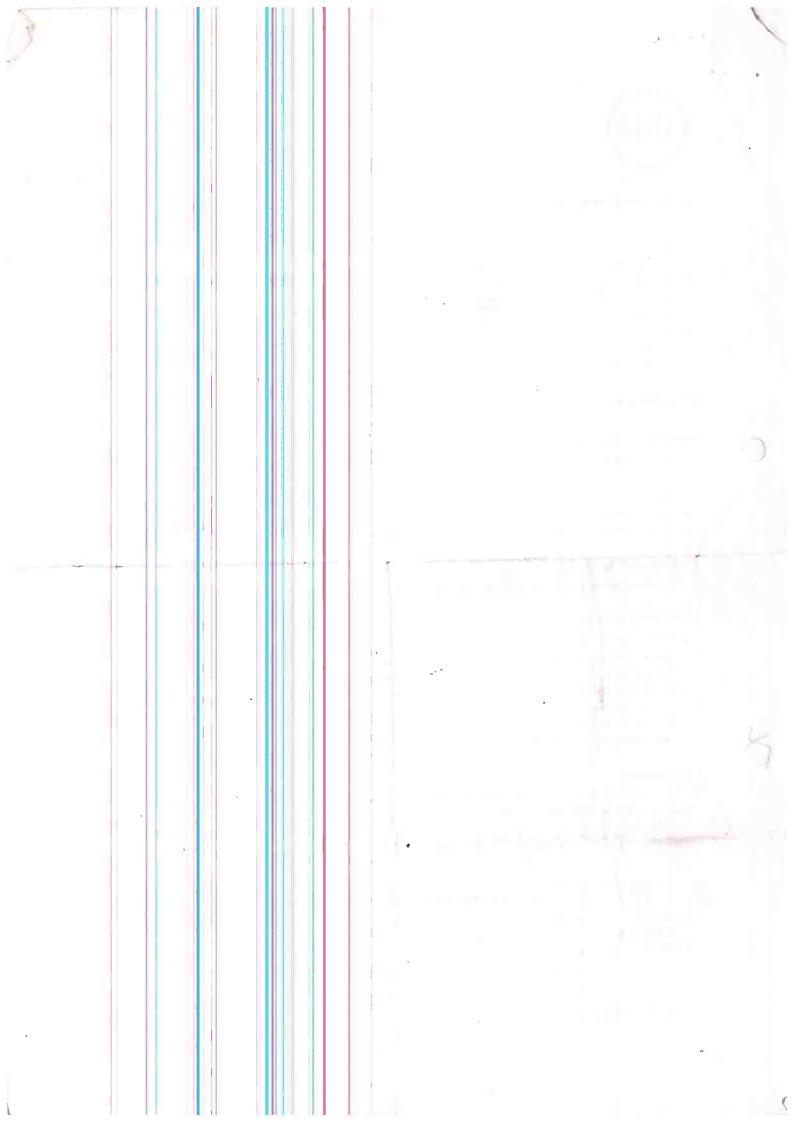
Easy switching

Once your account is opened, switch your salary and debit orders which is absolutely free and easy.

Simply complete a Debit order and salary switching request form and email it to switching@absa.co.za or fax to 086 753 3537.

One account number for life (your account number will remain unchanged even from one type of Absa account to another).

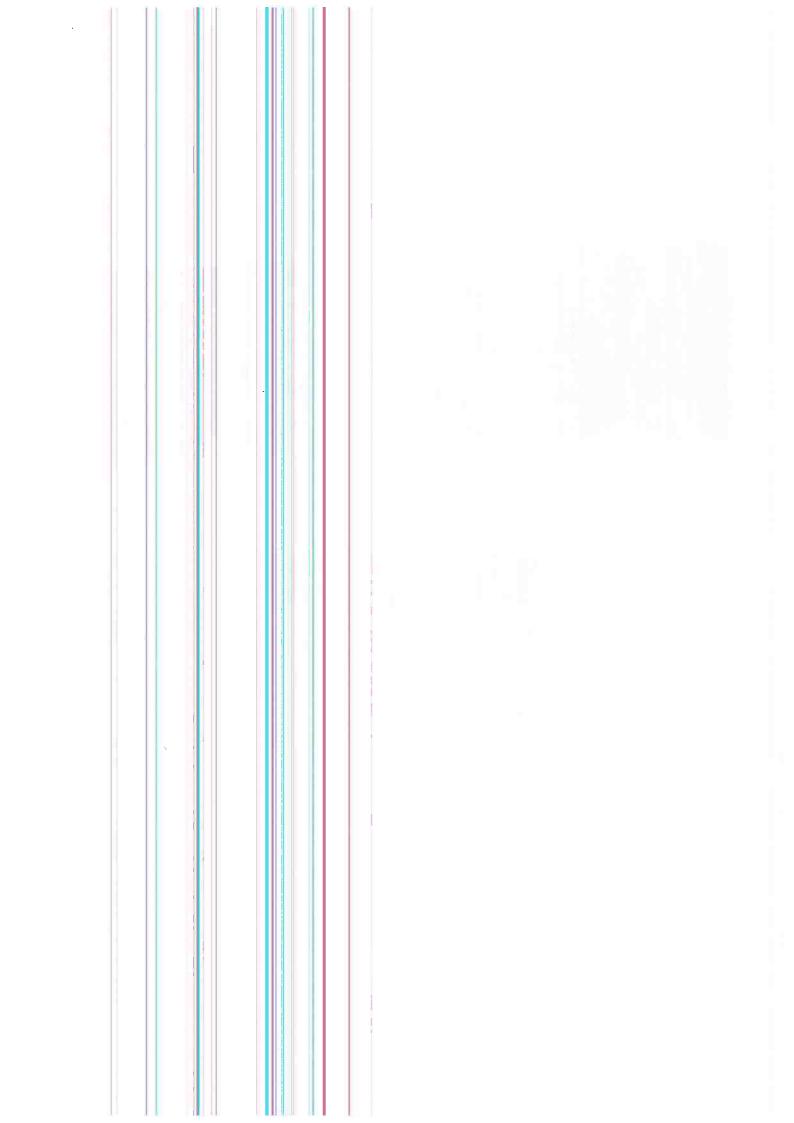
() l	Benefits and features included in your Flexi Account
Transactions included in your monthly fee	 Monthly subscription fee for internet banking, cellphone banking, telephone banking and our Banking App
	Emailed eStatements
	Unlimited internal debit and stop orders
	 Unlimited balance enquires online (mobile or telephone – IVR).



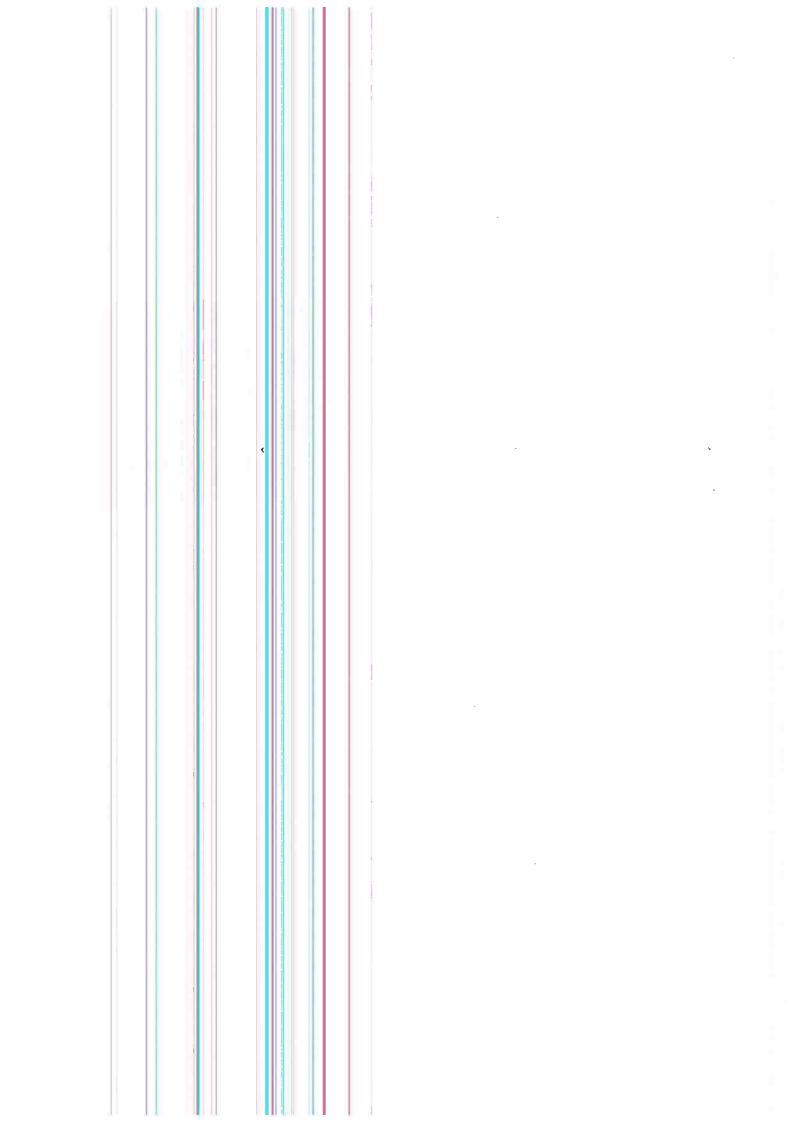












ETHEKWINI MUNICIPALITY

Yours faithfully

E.L. Singh

Councillo

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

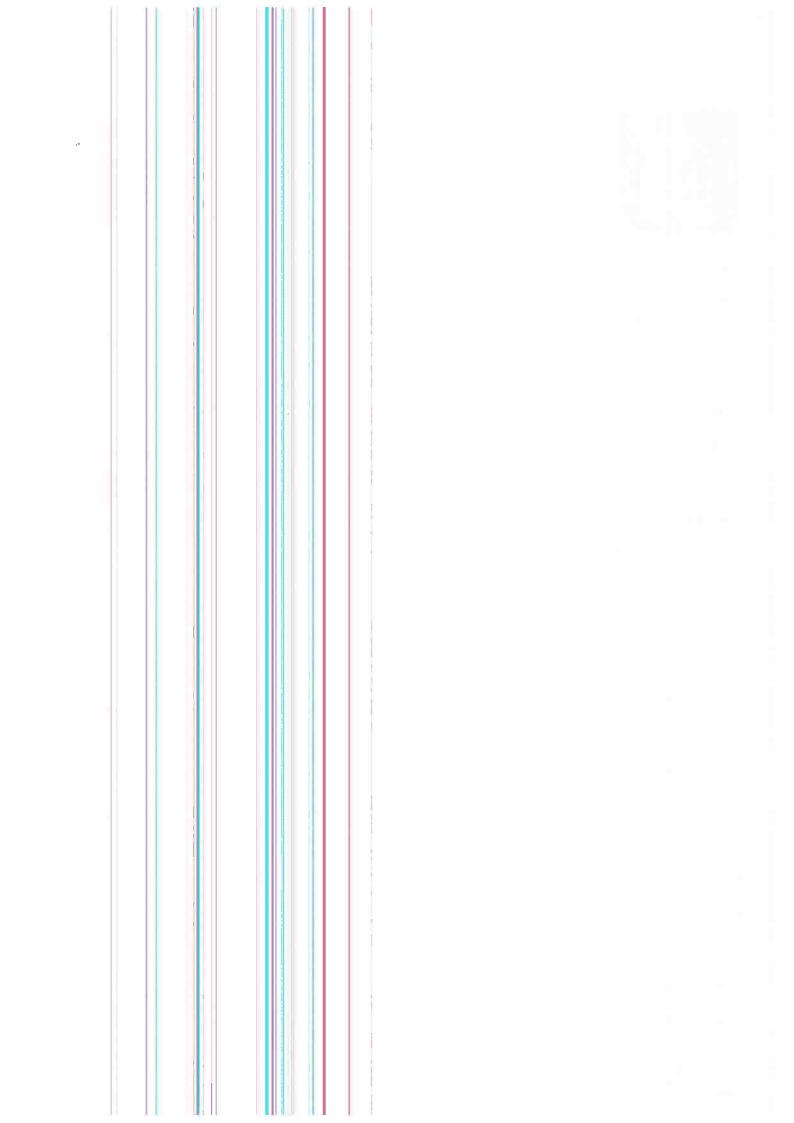
Our Ref:	Cllr. E.L. Singh
Your Ref:	072 324 6106
Enquires:	04,11,20

To Whom It May Concern This letter serves to confirm that. .. Is a known resident member of I appeal to you that she/he be given the following assistance:-Birth Certificate **Identity Document** Child Support Grant Foster Care Grant Disability Grapt Old Age Pénsion Maintenance Road Accident Fund Bank Account update/opening Confirmation of Address Your co-operation will be highly appreciated. ka uyndal Singh Councillor

COMVIA

ET HER VINI MUNICIPALITY

EX OFFICIO DISTRICT OF DURBANIN



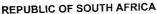
REPUBLIC OF SOUTH AFRICA

DEPARTMENT: HOME AFFAIRS

Section 22 of the Refugees Act No. 130 of 1998









ASYLUM SEEKER TEMPORARY VISA

REFERENCE NO: DBNBD1000230715

Permission is hereby granted to the following person as holder of this visa to remain in the RSA of part thereof as determined in part B hereof:

A. PERSONAL PARTICULARS OF HOLDER

SURNAME: NKURUNZIZA

FIRST NAME(s): OLIVIER

RESIDENTIAL ADDRESS: 108 MUNDLO ROAD,

RESERVOIR HILLS, DURBAN, 4091

DATE OF BIRTH: 02/05/1992

GENDER: Male

NATIONALITY: Burundi

COUNTRY OF ORIGIN: Burundi

FILE NUMBER:

DBNBDI000230715

PLACE OF ISSUE Durban

EXPIRY DATE:

27/08/2020

ALTERNATIVE FILE NUMBER:

B. CONDITIONS

1. The holder of the visa may reside temporaly in the Republic of South Africa for the purpose of applying for asylum in terms of the Refugees Act No. 130 of 1998.

2. The visa holder shall, without expenses to the state, leave the Republic on before

27/08/2020

such later date as duly authorised by a Refugee Status Determination Officer if his/her application for asylum has been rejected.

The visa entitles the holder to:

WORK AND STUDY

. Failure to comply with the conditions of this visa will be dealt with in terms of Section 37 (b) and Section 22 (6) of the Refugees Act 1998.

All visa holder are obliged to respect the laws of South Africa

. This visa will lapse if the visa holder does not appear in person as required at the designated Refugee Reception Office or if he/she departs from the Republic without prior authorisation from the Director-General.

. All other visas issued prior to the issuance of this visa are automatically nullified.

. Other conditions | AS MTOLO- TO APPEAR FOR RAB HEARING, DATE TO BE CONFIRMED agree to the above conditions

I NKURUNZIZA OLIVIER

nd understand that a breach thereof will result in an offence in terms of Section 37 of the Refugees Act.

LACE: Durban

DATE: 02/03/2020

PRINTED BY

FINGER IMPRESSION

CAPTURED BY

EFUGEE RECEPTION OFFICIAL De Ruiter, Varin

Vundla, Noluthando

DEPARTME

PPOINTMENT/FORCE NO:

21948127

20436963

ATE:

NAME:

13/07/2015

02/03/2020

Durban

LACE:

Durban

RIGINALLY ISSUED IN: Durban

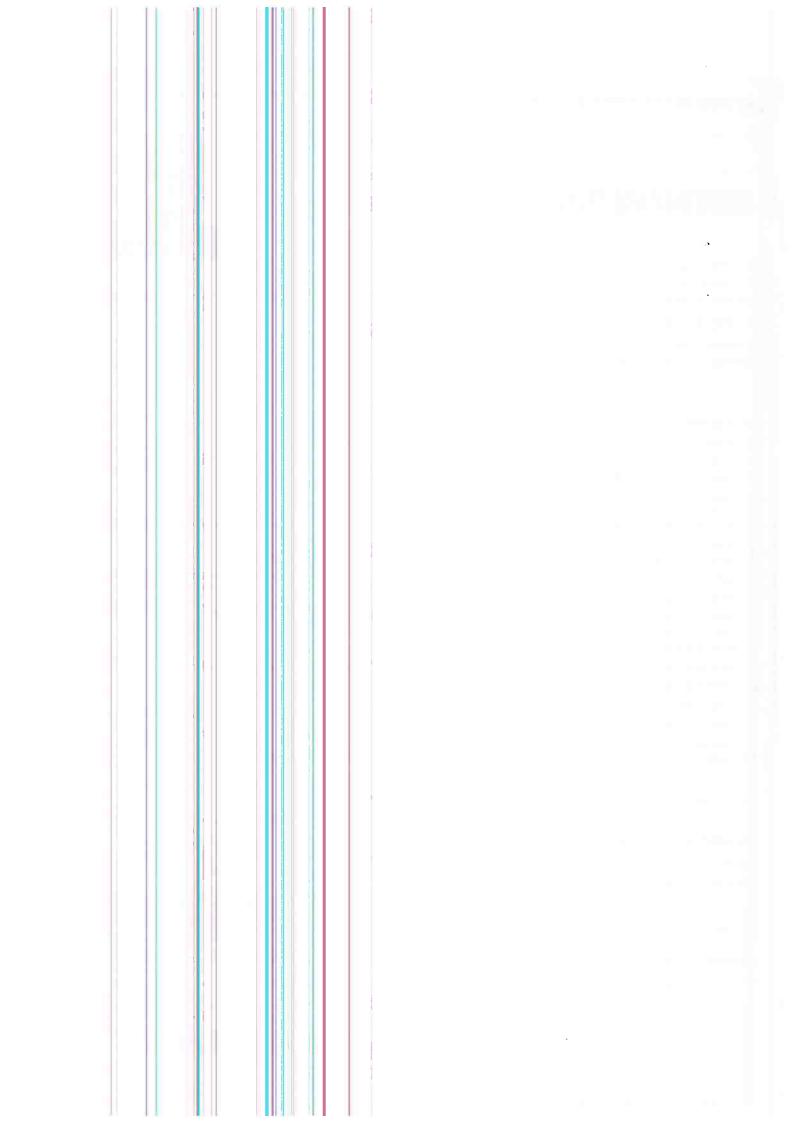
NUMBER OF EXTENSIONS: 11

SA EXPLOSE 0 227/08/2020

REFUGEE OFFICIAL

DURBAN RRO





Republic of South Africa

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

Registering authority

Traffic register

number

Name

202200DV60004

O NKURUNZIZA



RNC

Republiek van Suid-Afrika

VERKEERSREGISTERNOMMERSERTIFIKAAT (Nasionale Padverkeerswet, 1996)

> Registrasie-owerheid Verkeersregisternommer Naam

> > Posadres

Straatadres



ONYX STREET

VERULAM 4340

38 ONYX STREET **VERULAM**

4340

Postal Address

01

2016-03-04

Adres waar kennisgewings beteken moet word

Beheernommer

Uitreikingsnommer.,

Datum van uitreiking-

KWITANSIE

Kwitansienommer

Transaksie

Ten opsigte van

Totale bedrag ontvang

Datum

Ontvang deur

Metode van betaling

Nommer

Postal address Street address

202200427PRB

20220003B112

R0.00

Date

Received by

Method of payment

Total amount received

Address where notices

must be served

Control number

Issue number

Date of issue

Receipt number

Transaction

In respect of

RECEIPT

Number

MPORTANT INFORMATION

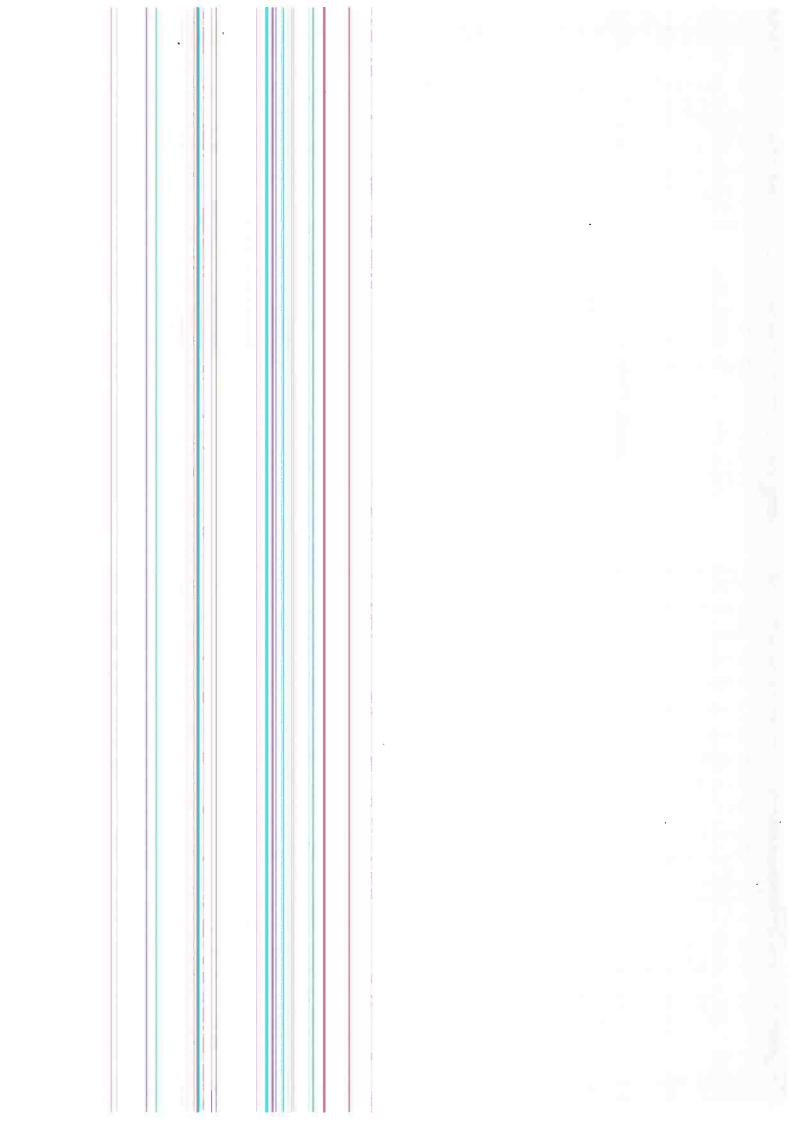
- 1. This certificate is deemed to be the identity document of the mentioned entity for purposes of the National Road Traffic Act, 1996 (Act No 93 of 1996).
- 2. This certificate must be kept safe and be produced where acceptable identification is required in terms of the National Road Traffic Act, 1996.

BELANGRIKE INLIGTING

- 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 voorgelê word waar aanvaarbare identifikasie ingevolge die Nasionale Padverkeerswet, 1996 verlegeword o

2016-03-04 09:54:15

2022





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 Na	me:	
Passpor	rt No:	
Physica	Address:	
Contact	t Number:	
Email A	ddress:	
All item	s provided by DRYVAR FOODS to the drivers are the pro	perty of DRYVAR FOODS and are only to
	by the drivers during work times.	•
QTY	Item Name	Signature
	Golf Shirts	
	Cap	
	Jacket	
	Lanyard	
	Face Mask	
	5 Gig Data Sim – Çell Number:	
	Samsung A2 Cell Phone – IMEI:	
employe	erty belongs to DRYVAR FOODS and the employee need see will be held liable for any loss or damage to any items sloyee fails to return or pay for any items that are lost or gned:	s. DRYVAR FOODS will take legal action if
Signatur	re:	
Date:		

