# dryvar FOODS

## DRYVAR FOODS LICENCE AGREEMENT

Entered into between

**DRYVAR (PTY) LTD**

(Registration No. 2017/440546/07)

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

(Who shall be referred to hereinafter as "the company")

And

Store Name : *L'Atelier Bakery*

Registration No. : *2019/320432/07*

Physical Address : *21 Keyes Av, Level 1 Trumpet Building, Rosebank*

Contact Number : 

Email Address : *info@latelierbakery.com or roylene@latelierbakery.com*

(The Restaurant who shall be referred to hereinafter as "subscriber")

(hereinafter referred to as the parties)

WHEREAS the company 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.

AND WHEREAS the company wishes to make available to its subscriber the application with the intention to provide individuals with an opportunity to offer such services by subscribing to the application to utilise it to procure such work.

AND WHEREAS the subscriber is desirous of entering in to an agreement with the company, to utilise its platform, which shall set out the terms and conditions of the relationship between the company and him/herself.

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

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## 1. INTRODUCTION

1.1. This agreement shall formulize the business relationship between the company and the
subscriber to regulate all aspects of the parties' relationship.

1.2. More specifically the subscriber, 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 subscriber in any form or fashion other than this terms and conditions of this agreement.

1.3. The subscriber license is per store and cannot be transferred or sold.

## 2. DURATION

2.1. This agreement shall come in to effect upon the company and subscriber 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 subscriber 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 there has been no renewal.

## 3. SUBSCRIPTION FEE AND USE OF APPLICATION
3.1 Subscriber will be held liable to a 15% commission of each order completed for a period 24 months.

**Tablet provided by Dryvar Foods at a Once of Cost of R1000.00**

**Store can pay the R1000.00 upfront or over 3 months at R333.33 per month.**

Maximum of 15% of each order completed

*(handwritten, left margin): As agreed you will mark up more by 15% not will be liable for ve will be liable for the 15%*

3.2 .This contract and subscriber is valid and for use in only one province in South Africa. i.e. Kwa-Zulu Natal

3.3. Additional licenses will be required for additional/multiple provinces.

3.6 .In consideration of the subscriber'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.

3.7 .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.

3.8. Where the subscriber fails to make payment, the company reserves the right to set-off such payment against any money's due to him/her by the company, failing which, to cancel this agreement.

3.9 The subscriber is required to run at least 1 (one) unique promotional offer every week which differs from other platforms.
3.10 The subscriber is required to ensure that at least 80% of their menu is cheaper than other platforms.

## 4. RIGHTS AND OBLIGATIONS

4.1. The subscriber:-

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

4.1.2. 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 whereby legal costs will be bound to the subscriber.

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 subscriber, 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 brings the company in to disrepute, the company may terminate this agreement with immediate effect. The subscriber 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.

4.5 The company may offer an initial group training programme within the respected province to the subscriber, 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, all new or improved products, services, methods and procedures developed for the DRYVAR Foods app.

## 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,

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or that defects in the licensed application or services will be corrected

5.3 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.

## 6. LIABILITY

6.1. The parties agree that the company shall not, for any reason whatsoever, be liable for any damages, directly or indirectly incurred by the subscriber or driver as a result of this agreement or as a result of the subscriber services.

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

6.2.1. Any loss or damage of the subscriber's property.

6.2.2. Any loss or damage of a third party's property.

6.3 Furthermore, the parties agree that the subscriber will be held liable for any loss or damage to the property provided by Dryvar Foods i.e tablets/devices.

## 7. RESTRICTION

7.1. The subscriber agrees to not enter in to any agreement for a period of 24 months 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 Foods platform.

7.2 Are you currently on any other delivery platform(s)?

Yes: ✓    No: ☐

7.3.1    If you ticked "yes", please specify:

Uber

## 8. TERMINATION

8.1. 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.

8.2.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.

8.3.The company DRYVAR Foods may terminate this agreement, either wholly or in part, by written notice to the subscriber. If any one or more of the following events occur:

8.3.1. The subscriber 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;

8.3.2. The subscriber 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.

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

8.3.4. 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.

8.4. Where the subscriber elects to terminate this agreement prematurely. Such premature termination shall include instances where the subscriber elects to abandon this agreement and no longer provide the DRYVAR Foods service. We reserve the right to blacklist the subscriber in such event.

## 9. WHOLE AGREEMENT

9.1 .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.

9.2. 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 Foods deems acceptance of the latest terms and conditions applicable to a subscriber.
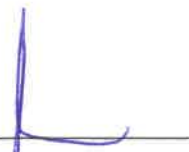
## 10. VARIATION

10.1. 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.

## 11. RELAXATION

11.1. 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.

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## 12. Payment to subscribers

Payments are made within a seven-day period.

### Store banking details

Account holder name : _K2019/320 432/07_

Bank Name : _STD Bank_

Account Number : _4209 6494 0_

Branch code : _019205_

_Electronic Payment – 05001_

_Proof of payment to be emailed to bianca@finmatic.co.za_

**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
AUTHORITY HERETO

Name : _Yashura_

Place : _Rosebank_

Date : _26 11 07 2020_

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

Name : _Raylene van Wyk_

Place : _Rosebank_

Date : _26/10/20_

**WITNESS**

Witness 1: _____

Witness 2: _____

Witness 1: _____

Witness 2: _____

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