



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 : HESTEN FRANCISCO  
Identity Number : MB 016177  
Physical Address : 5963 STANDARD ROAD MAYNICE 6097  
Cellphone Number : 0655506969  
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 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 a 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.
- 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.

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## **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).

**Banking details**

Account holder name : HESTEN  
FRANCISCO  
Bank Name : Mutual  
Account Number : \_\_\_\_\_  
Branch code : 86117

**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: \_\_\_\_\_

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

Name : HESTEN FRANCISCO

Place : DURBAN North

Date : 01/07/2020

Witness 1: KEVI

# Republic of South Africa

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



# Republiek van Suid-Afrika

VERKEERSREGISTERNUMMERSERTIFIKAAT  
(Nasionale Padverkeerswet, 1996)

Registering authority  
Traffic register

Durban (windsor Park)  
2008131BR0011

Registrasie-owerheid

Verkeersregister-  
nommer

Naam

Name

H FRANCISCO



Postal address

321 TEMPLE ROAD  
SPRINGFIELD PARK

Posadres

Street address

DURBAN  
4052  
321 TEMPLE ROAD  
SPRINGFIELD PARK  
DURBAN

Straatadres

4052

Address where notices  
must be served

Street address

Adres waar kennis-  
gewings beteken moet word

Control number

2008045H6VJP

Beheernommer

Issue number

01

Uitreikingsnommer

Date of issue

2018-12-18

Datum van uitreiking

RECEIPT

KWITASIE

Receipt number

Kwitansienommer

Transaction

Transaksie

In respect of

SOUTH AFRICAN POLICE SERVICE

Total amount received

COMMUNITY SERVICE CENTRE

Date

2020-07-06

Received by

UMHLANGA SATELLITE

Method of payment

KWAZULU-NATAL

Number

I hereby certify that this document is a true reproduction (copy) of the original document handed to me for authentication.  
I further certify that from my observations an amendment or a change has not been made to the original document.

Signature: *[Signature]*  
Force Number: 7131113 Rank: SGT  
Name in print: *[Name]*

Ten opsigte van

Totale bedrag ontvang

Datum

Ontvang deur

Metode van betaling

Nommer

## IMPORTANT INFORMATION

- 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).
- This certificate must be kept safe and to be produced where acceptable identification is required in terms of the National Road Traffic Act, 1996.

## BELANGRIKE INLIGTING

- Hierdie sertifikaat word geag die identiteitsdokument van die genoemde entiteit te wees vir doeleindes van die Nasionale Padverkeerswet, 1996 (Wet Nr 93 van 1996)
- Hierdie sertifikaat moet bewaar word en voorgele word waar aanvaarbare identifikasie ingevolge die Nasionale Padverkeerswet, 1996 verlang word.

2008

2018-12-18 10:07:09

Z 579

**DRIVING LICENCE**  
CARTA DE CONDUCAO / PERMIS DE CONDUIRE

1. Surname: **FRANCISCO**  
2. Names: **HESTEN**  
3. Date of Birth: **12/01/1990** **MALE**  
4. TRN: **19900111427296**  
4a. b. Validity: **12/10/2019 - 11/10/2024**  
4c. Issued by: **MALAWI** 12. Driver restr: **0**  
5. Licence No: **0042520072/2/2** 4c. Issue No: **01**  
8. Code: **A1**  
10. First issue: **10/19**  
12. Vehicle restr: **0**

**PROF CATEGORY: PG**  
**Expiry Date: 11/10/2024**

**DRIVER RESTRICTIONS VEHICLE RESTRICTIONS**

A1	125cc	A	GVM < 500kg	Pass 5
B1		B	GVM < 500kg	Pass 5
C1		C	GVM < 7500kg	Pass 16
D1		D	GVM < 7500kg	Pass 16
EB		CE1		
CE		DE1		
DE			Trailer GVM > 750kg	

**PROPERTY OF THE MALAWI GOVERNMENT**

**006704632**

**SOUTH AFRICAN POLICE SERVICE**  
**COMMUNITY SERVICE CENTRE**

**2020-07-06**

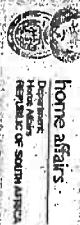
**UMHLANGA SATELLITE**  
**KWAZULU-NATAL**

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations an amendment or a change was not made to the original document.

Signature: *[Signature]*

Force Number: **71343** Rank: **SGT**

Name in print: **Mkh... [Signature]**



Home Affairs

Control No.

A0215412001

DHA-1635

GENERAL WORK VISA SECTION 19(2)

TIN/1920/02

Ref No. PIA 0853020207TV

Name: FRANCISCO HESTEN

Passport No: MBO16177

No. of Entries: MULTIPLE

Issued at HEAD OFFICE

Conditions:

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

VISA Expiry Date: 2023-03-20

Valid from: 2020-03-20

*[Signature]*

for Director-General Home Affairs



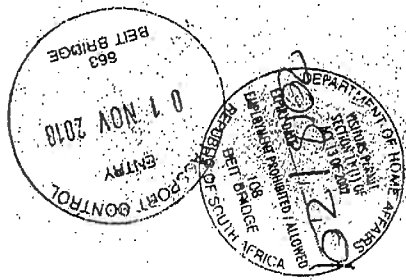
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**SOUTH AFRICAN POLICE SERVICE**  
COMMUNITY SERVICE CENTRE  
**2020-07-06**  
UMHLANGA SATELLITE  
KWAZULU-NATAL

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations an amendment or a change was not made to the original document.

Signature: *[Signature]*  
Force Number: 7132112 Rank: SGT  
Name in print: *[Name]*



[illegible]

TYPE / TYPE	COUNTRY / PAYS	PASSPORT No / No DU PASSEPORT	PERSONAL No / No PERSONNEL
P	MWI	MW016177	1344591/9
SURNAME / NOM	FRANCISCO	SEX / SEXE	PLACE OF BIRTH / LIEU DE NAISSANCE
FRANCISCO		M	CHIKAWA, MALAWI
GIVEN NAMES / PRÉNOMS	HESTEN		AUTHORITY / AUTORITÉ
			BLANTYRE
NATIONALITY / NATIONALITÉ	MALAWIAN		SIGNATURE / SIGNATURE
DATE OF BIRTH / DATE DE NAISSANCE	11 JAN 1990		
DATE OF ISSUE / DATE DE DÉLIVRANCE	25 OCT 2018		
DATE OF EXPIRY / DATE D'EXPIRATION	25 OCT 2028		

HUSTEN Falassko

P<MWIFRANCISCO<<HESTEN<<<<<<<<<<<<<<<<<<  
MB016177<3MWI9001114M28102501344591<9<<<<<80

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations an amendment or a change was not made to the original document.

Signature..... 3-17  
Force Number..... 16  
Name in print.....

2020 -07- 06



Councille

Messanina Floor Shell House  
Cnr. Anton Lembede & Samora Michel Street, Durban, 4001  
P O Box 1014, Durban, 4001  
Tel: 031 322 7030, Fax 031 311 3821  
www.durban.gov.za

Our Ref: Cllr. M.K. Ndzimbomvu

Your Ref: 082 844 6079

Enquires: 04/07/2020

To Whom It May Concern

This letter serves to confirm that HESTING FRANCISCO

ID No./D.O.B. M.B. 016177

5963 STANDARD ROAD, MAYILE 4091 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 Grant ☐
- Old Age Pension ☐
- Maintenance ☐
- Road Accident Fund ☐
- Bank Account update/opening ☒
- Confirmation of Address ☐
- Other .....

I certify that this document is a true reproduction (copy) of the original document which was handed to me for authentication. I further certify that from my observations an amendment or a change was not made to the original document.

Signature: [Signature]

Force Number: 713 Rank: Sgt

Name in print: Mxolisi

**SOUTH AFRICAN POLICE SERVICE**

COMMUNITY SERVICE CENTRE

7070 -07- 06

UMHLANGA SATELLITE

KWAZULU-NATAL

Your co-operation will be highly appreciated.

Yours faithfully

[Signature]

Councillor M.K. Ndzimbomvu  
(PR - Ward - 25)  
eThekweni Municipality

**Councillor Mxolisi Kenneth Ndzimbomvu**

[Signature]

COMMISSIONER OF OATHS  
ETHEKWINI MUNICIPALITY  
EX OFFICIO DISTRICT OF DURBAN IN  
TERMS OF SECTION 6 OF ACT 16 OF 1963  
(AS AMENDED) CITY HALL SECRETARIAT  
Dr Pixley Ka Seme Street, Durban, 4001