



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 : LaSTon
Registration No. : MA 440319
Physical Address : Victoria Street 56
Contact Number : 0672321571
Email Address : ~~Victoria~~ 56

(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**.

Initial L K

1. INTRODUCTION

1.1. This agreement shall formalize 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.

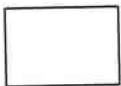
3. SUBSCRIPTION FEE AND USE OF APPLICATION

3.1 Subscriber will be held liable to a 17.5% 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 17.5% of each order completed



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 thereof 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,

Initial LU

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:

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.

Initial LR

12. Payment to subscribers


Payments are made within a seven-day period.

Store 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
AUTHORITY HERETO



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

Name : _____

Name : LASTON

Place : _____

Place : Muhlanya

Date : _____

Date : 20,10,2020

WITNESS

Witness 1: _____

Witness 1: _____

Witness 2: _____

Witness 2: _____

Initial _____

CARTÁ DE CONDUCAO / PERMIS DE CONDUIRE



2.1. Sumame: KANDIADO MALAWI
2.2. Names: LASTON
3. Date of Birth: 25/12/1990 MALE
4d. TRN: 1103005472609
4a/b/11 Validity: 04/02/2020 - 04/02/2025
4c. Issued by: MALAWI
5. Licence No: 250897/3/1 12. Driver restr: 0
9. Code: A,B,C1 Issue No: 03
10. First issue: 11/"/10
12. Vehicle restr: 0

PDP CATEGORY: PG
Expiry Date: 04/02/2025

၈

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).*

PASSPORT/PASSEPORT



TYPE / TYPE P	COUNTRY / PAYS MWI	PASSPORT No / No DU PASSEPORT MA440319
SURNAME / NOM KANDIADO	SEX / SEXE M	
GIVEN NAMES / PRÉNOMS LASTON		
NATIONALITY / NATIONALITE MALAWIAN	PERSONAL No / No PERSONNEL 1370396/2	
DATE OF BIRTH / DATE DE NAISSANCE 25 DEC 1990	PLACE OF BIRTH / LIEU DE NAISSANCE NSANJE, MALAWI	
DATE OF ISSUE / DATE DE DELIVRANCE 6 FEB 2014	AUTHORITY / AUTORITE BLANTYRE	
DATE OF EXPIRY / DATE D'EXPIRATION 5 FEB 2024	SIGNATURE / SIGNATURE	

L Lamiado

P<MWIKANDIADO<<LASTON<<<<<<<<<<<<<<<<<<<<<
MA440319<3MWI9012259M24020551370396<2<<<<<50

contraire
e permis

DRIVING LICENCE
CARTA DE CONDUCAO / PERMIS DE CONDUIRE



2.1. Surname: **KANDIADO**
2.2. Names: **LASTON**
3. Date of Birth: **25/12/1990** **MALE**
4d. TRN: **1103005472609**
4ab/11. Validity: **04/02/2020 - 04/02/2025**
4c. Issued by: **MALAWI** 12. Driver restr: **0**
5. Licence No: **250897/3/1** Issue No: **03**
9. Code: **A,B,C1**
10. First Issue: **11/11/10**
12. Vehicle restr: **0**

7

PROB CATEGORY: PG

PROF CATEGORY: PG
Expiry Date: 04/02/2025

Ce Pa (sous)

PASSPORT/PASSEPORT



TYPE / TYPE
P COUNTRY / PAYS
MWI
SURNAME / NOM
KANDIADO
GIVEN NAMES / PRÉNOMS
LASTON
NATIONALITY / NATIONALITÉ
MALAWIAN
DATE OF BIRTH / DATE DE NAISSANCE
25 DEC 1990
DATE OF ISSUE / DATE DE DÉLIVRANCE
6 FEB 2014
DATE OF EXPIRY / DATE D'EXPIRATION
5 FEB 2024
PASSPORT No / No DU PASSEPORT
MA440319
SEX / SEXE
M
PERSONAL No / No PERSONNEL
1370396/2
PLACE OF BIRTH / LIEU DE NAISSANCE
NSANJE, MALAWI
AUTHORITY / AUTORITÉ
BLANTYRE
SIGNATURE / SIGNATURE

SIGNATURE / SIGNATURE

P<MWIKANDIADO<<LASTON<<<<<<<<<<<<<<<<<<<<<<<<
MA440319<3MWI9012259M24020551370396<2<<<<<50


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

VERKEERSREGISTERNUMMERSERTIFIKAAT
 (Nasionale Padverkeerswet, 1996)

 Registering authority
 Traffic register

Durban (windSOR Park)
200813177621DS

 Registrasie-owerheid
 Verkeersregister-
 nommer

Name

L KANDIADO

Naam



Postal address

54 ANNET DRIVE
RESERVOIR HILLS

Posadres

DURBAN
4091

Street address

54 ANNET DRIVE
RESERVOIR HILLS
DURBAN

Straatadres

4091Address where notices
must be served**Postal address**Adres waar kennis-
gewings beteken moet word

Control number

2008045H6VR0

Beheernommer

Issue number

01

Uitreikingsnommer

Date of issue

2020-02-04

Datum van uitreiking

RECEIPT**KWITASIE**

Receipt number

Kwitansienommer

Transaction

Transaksie

In respect of

20080026GR355

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.

KL 39890112

2008

2020-02-04 10:01:41

Z 642

PUBLIC OF SOUTH AFRICA
DEPARTMENT: HOME AFFAIRS

Section 22 of the Refugees Act No. 130 of 1998



REPUBLIC OF SOUTH AFRICA



DBNMLW0005620816

FORMAL RECOGNITION OF REFUGEE STATUS IN THE RSA
PARTICULARS OF RECOGNISED REFUGEE IN THE RSA

NAME AND SURNAME : LASTON KANDIADO
GENDER : Male
DATE OF BIRTH : 25/12/1990
COUNTRY OF BIRTH : Malawi
NATIONALITY : Malawian
MARITAL STATUS : Single

It is hereby certified that the person whose particulars appear below has, in terms of section 24 (3) (a) of the Refugees Act 1998 (Act 130 of 1998), been recognised as a refugee in the Republic of South Africa (RSA) from 03/02/2020 to 04/02/2024 on condition that this formal recognition shall become null if he/she depart permanently from Republic. The Refugee shall within 14 days of receipt hereof apply for a Refugee Identity Document in the RSA. The holder of this certificate is entitled to Socio-economic rights as provided for in Chapter 2 of the Constitution including work and study in RSA.

p.p. DIRECTOR - GENERAL
DATE : 03/02/2020
DEPARTMENT OF HOME AFFAIRS

PLACE: Durban

DATE:

CAPTURED BY

PRINTED BY

REFUGEE RECEPTION OFFICIAL

NAME

Dudumashe, Portia

APPOINTMENT/FORCE NO.

22748393

DATE:

27/05/2016

PLACE:

Durban

ORIGINALLY ISSUED IN:

Durban

RSDO SIGNATURE

DEPARTMENT OF HOME AFFAIRS
DURBAN REFUGEE OFFICE
Durban 2020 -02- 03
ISSUING OFFICE
SIGNATURE: _____
DURBAN RRO (9)

FINGER IMPRESSION



Mudau, Rudzani

22660390

03/02/2020

Durban

NUMBER OF EXTENSIONS 1

PERMIT HOLDER SIGNATURE:



201577968



201577968



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: LASTON Bhandiabo
Passport No: MA 440319
Physical Address: VICTORIA STREET 56
Contact Number: 06723 21 571
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:	

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: 20/10/2020

Republic of South Africa



Republiek van Suid-Afrika

RNC

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

VERKEERSREGISTERNUMMERSERTIFIKAAT
(Nasionale Padverkeerswet, 1996)

Registering authority

Traffic register

Durban (windsor Park)

200813177621DS

Registrasie-owerheid

Verkeersregister-
nommer

Naam

Name

L KANDIADO



Postal address

54 ANNET DRIVE
RESERVOIR HILLS

Posadres

DURBAN

4091

Street address

54 ANNET DRIVE
RESERVOIR HILLS
DURBAN

Straatadres

4091

Address where notices
must be served

Postal address

Adres waar kennis-
gewings beteken moet word

Control number

2008045H6VR0

Beheernommer

Issue number

01

Uitreikingsnommer

Date of issue

2020-02-04

Datum van uitreiking

RECEIPT

KWITASIE

Receipt number

Kwitansienommer

Transaction

Transaksie

In respect of

20080026GR355

Ten opsigte van

Total amount received

R0.00

Totaie 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.

KL 39890112

2008

2020-02-04 10:01:41

Z 642

DRIVING LICENCE
CARTA DE CONDUCAO / PERMIS DE CONDUIRE

SADC
MW

MALAWI

2.1 Surname: **KANDIADO**
2.2 Names: **LASTON**
3. Date of Birth: **25/12/1990** **MALE**
4d. TRN: **1103005472609**
4ab/11 Validity: **04/02/2020 - 04/02/2025**
4c. Issued by: **MALAWI** 12. Driver restr: **0**
5. Licence No: **250897/3/1** Issue No: **03**
9. Code: **A,B,C1**
10. First Issue: **11/11/10**
12. Vehicle restr: **0**
7

PROP CATEGORY: **PG**
Expiry Date: **04/02/2025**

Vehicle Categories and Restrictions

A1 <small>< 125cc</small>	A <small>> 125cc</small>	Driver Restrictions
B1 <small>< 125cc</small>	B <small>> 125cc</small>	<input checked="" type="checkbox"/> Collective Licenses <input checked="" type="checkbox"/> Prochided
C1 <small>GVM 7500kg</small>	C <small>GVM 7500kg</small>	Vehicle Restrictions
D1 <small>Pass 9</small>	D <small>Pass 9</small>	<input checked="" type="checkbox"/> Automatic Transmission
EB <small>Trailer GVM 750kg</small>	ECI <small>Trailer GVM 750kg</small>	<input checked="" type="checkbox"/> Electrically Powered
EC <small>Trailer GVM 750kg</small>	EDI <small>Trailer GVM 750kg</small>	<input checked="" type="checkbox"/> Physically Disabled
ED <small>Trailer GVM 750kg</small>		<input checked="" type="checkbox"/> Tractor only

Unilateral Agreement: 04/04/1986

000234890

REPUBLIC OF SOUTH AFRICA
DEPARTMENT: HOME AFFAIRS

Section 22 of the Refugees Act No. 130 of 1998



DBNMLW0005620816



REPUBLIC OF SOUTH AFRICA



FORMAL RECOGNITION OF REFUGEE STATUS IN THE RSA

PARTICULARS OF RECOGNISED REFUGEE IN THE RSA

NAME AND SURNAME : LASTON KANDIADO
GENDER : Male
DATE OF BIRTH : 25/12/1990
COUNTRY OF BIRTH : Malawi
NATIONALITY : Malawian
MARITAL STATUS : Single

It is hereby certified that the person whose particulars appear below has, in terms of section 24 (3) (a) of the Refugees Act 1998 (Act 130 of 1998), been recognised as a refugee in the Republic of South Africa (RSA) from 03/02/2020 to 04/02/2024 on condition that this formal recognition shall become null if he/she depart permanently from Republic. The Refugee shall within 14 days of receipt hereof apply for a Refugee Identity Document in the RSA. The holder of this certificate is entitled to Socio-economic rights as provided for in Chapter 2 of the Constitution including work and study in RSA.

p.p. DIRECTOR - GENERAL
DATE : 03/02/2020
DEPARTMENT OF HOME AFFAIRS

DEPARTMENT OF HOME AFFAIRS	
DURBAN REFUGEE OFFICE	
Durban 2020 -02- 03	
ISSUING OFFICE	
SIGNATURE: _____	
DURBAN RRO (9)	

PLACE: Durban

DATE:

CAPTURED BY

PRINTED BY

FINGER IMPRESSION

REFUGEE RECEPTION OFFICIAL

NAME	Dudumashe, Portia	Mudau, Rudzani
APPOINTMENT/FORCE NO.	22748393	22660390
DATE:	27/05/2016	03/02/2020
PLACE:	Durban	Durban
ORIGINALLY ISSUED IN:	Durban	NUMBER OF EXTENSIONS 1
RSDO SIGNATURE		PERMIT HOLDER SIGNATURE:



201577968



201577968

067 2321571 . . LATSON .