



**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 : Mfundo Lubisa
Identity Number : 9701165500087
Physical Address : 4098 QADI ROAD WATERLOO VEROLAM 4319
Cellphone Number : 0619030071
E-mail address : mfundokubisa5@gmail.com

(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.

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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 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 agreement.
- 1.3. The franchisee owner driver 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 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 there has been no renewal.

RIGHTS AND OBLIGATIONS

- 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
 - 5% of all orders successfully completed in a satisfactory manner, as deemed so by Dryvar Foods

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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 be 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 as a contractor.
- We will not be liable for any loss 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.
- Helmet: R1000.00
- Delivery Bag: R600.00
- Three Goggles: R450.00
- One Cap: R50.00
- Lanyard: R50.00
- Payment Over 24 Months: R1084 per month.


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.

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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 owner.
- 3.3. 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.
- 3.4. 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 Foods if he fails to comply with any of the terms and conditions as well as rules set out by DRYVAR Foods.
- 3.5. The company :-
- 3.5.1 May offer an initial group training programme within the respected province to the subscriber/franchisee owner/driver, upon signature of this agreement.
- 3.5.2. May provide reasonable and appropriate initial and continuing advice and assistance to the subscriber in the operations and promotion of the application.
- 3.5.3. May make available to the subscriber/franchisee owner, all new or improved products, services, methods and procedures developed for the DRYVAR Foods app.

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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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- 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. RESTRICTION

- 6.1. 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 Foods platform.

- 6.2. A breach of this clause shall result in immediate termination of this agreement and a penalty fee of R 25 000-00 which shall be due, owing and payable to the company for such breach within three (3) working days.

7. PAYMENT AND PAYMENT TERMS

- 7.1. The subscriber/franchisee owner acknowledges and accepts that the end-client shall be liable for all payments due to the DRYVAR Foods subscriber/franchisee owner and further that the application may have two payment options, which shall be via debit/credit card.
- 7.2. 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 7-10 days of receipt, after relevant deductions for transactional fees are complete.
- 7.3. The subscriber/franchisee owner shall provide the company with its nominated banking details upon signature of this agreement.

8. CRIMINAL CHECK

- 8.1. 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.
- 8.2. The costs for such criminal check shall be R 250-00 per additional driver/subscriber.

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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).

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- 11.2. 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.
- 11.3. The company DRYVAR Foods 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:
- 11.3.1. 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;
- 11.3.2. 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.
- 11.3.3. If found guilty of a criminal offence as per the discretion of DRYVAR Foods.
- 11.3.4. 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.
- 11.4. Where the customer lodges 3 complaints against the same driver within a 2-month period. DRYVAR Foods reserves the right to officially block the driver from the platform pending an official investigation into the complaints lodged against them.

12. WHOLE AGREEMENT

- 12.1. 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.
- 12.2. 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/franchisee owner

Banking details

Account holder name : MR MA KUBISA
Bank Name : CAPITEC
Account Number : 1638148323
Branch code : 470010

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

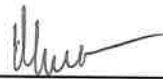
Name : Sami MAGWAZA

Place : Umhlanga

Date : 16/11/2020

WITNESS

Witness 1: 



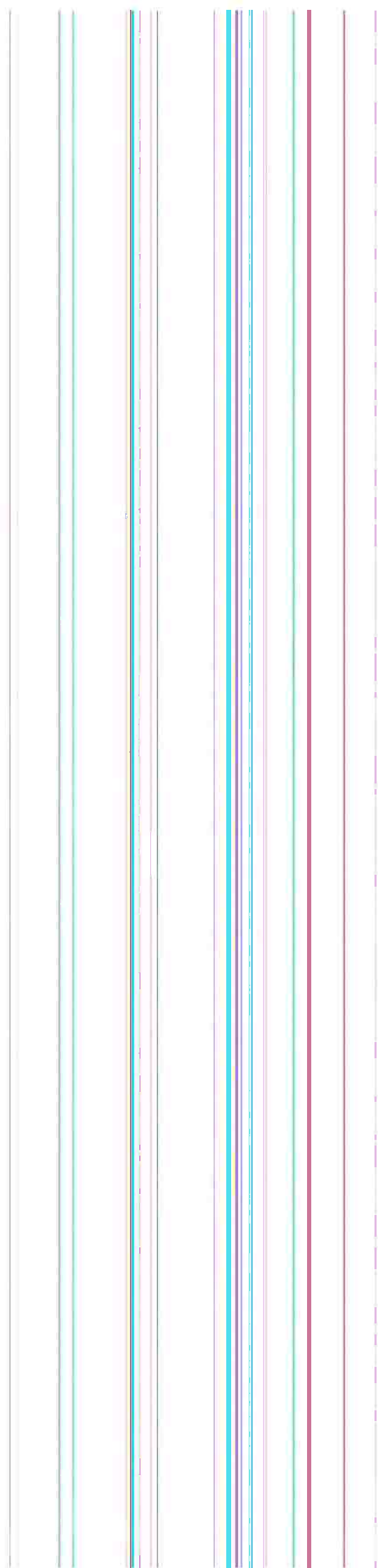
FOR AND ON BEHALF OF THE SUBSCRIBER
WHO WARRANTS HIS/HER AUTHORITY HERETO

Name : MFundo

Place : Umhlanga

Date : 16/11/2020

Witness 1: 



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Republic of South Africa

MOTOR VEHICLE LICENCE
AND LICENCE DISC
(National Road Traffic Act, 1996)



Republiek van Suid-Afrika

MOTORVOERTUIGLISENSIE
EN LISENSIESKYP
(Nasionale Padverkeerswet, 1996)

NT CELE
LOT 4098 WATERLOO
VERULAM
0726741678
VERULAM

4340



Vehicle register number KCF197W
Licence number NJ29745
Vehicle identification number (VIN) JMZDE14J200104842
Engine number ZJ534219
Make MAZDA
Series name MAZDA 2
Vehicle category Light passenger mv (less than 12 persons)
Driven Self-propelled / Selfgedrewe
Vehicle description Hatch back / Luikrug
Tare (T): kg/Roadworthy Test Date 997 /
National Vehicle Classification (NVC) B118M071005000090010020070140121
Registering authority Verulam
Control number 20220042KCXB
Date of expiry 2020-11-30
RECEIPT
Receipt number 20220058BYC1
Transaction Licensing S 2.2 / Lisensiering S 2.2
Debt paid R0.00
Fee paid R456.00
Transaction fee paid R72.00
Total amount paid R528.00
Date 2019-11-29
Received by PP DLADLA
Method of payment Cash / Kontant
Number

Voertuigregisternommer
Lisensienommer
Voertuigidentifikasienommer (VIN)
Enjinnummer
Fabrikaat
Reeksnaam
Voertuigkategorie
Aandrywing
Voertuigbeskrywing
Tarra (T): kg/Padwaardigheidtoetsdatum
Nasionale Voertuigklassifikasie (NVK)
Registrasie-owerheid
Beheernommer
Vervaldatum
KWITANSIE
Kwitansienommer
Transaksie
Skuld betaal
Foi betaal
Transaksie foi betaal
Totale bedrag betaal
Datum
Ontvang deur
Metode van betaling
Nommer

INSTRUCTIONS

AANWYSINGS

1. Cut out disc and affix to the lower left-hand corner on the inside of windscreen or disc holder as per Regulation 36.

2. Retain the motor vehicle licence/receipt in a safe place.

1. Knip die skyfie uit en bevestig binnekant aan die linker onderkant van die windscherm of skyfiehouer soos per Regulasie 36.

2. Bewaar die motorvoertuig-lisensie/kwitansie op 'n veilige plek.

2022

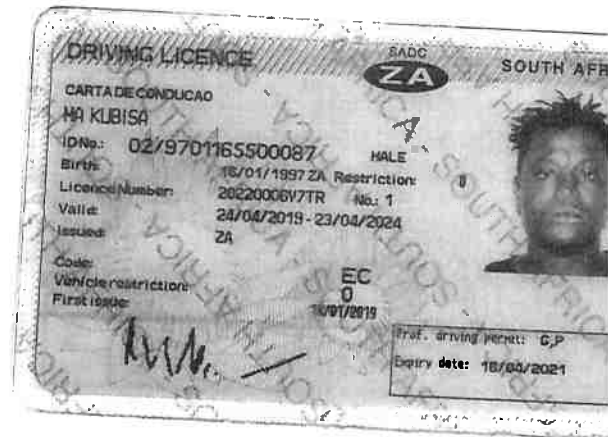
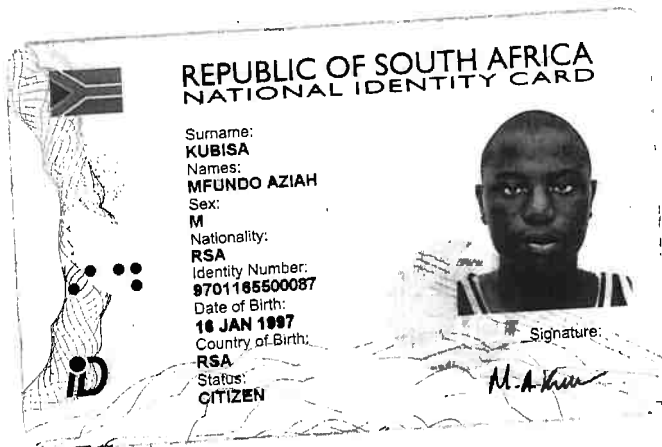
2019-11-29 08:28:00

BN 4652120

Z 579

ISSUED WITHOUT ANY ALTERATIONS OR ERASURES


UITGEREIK SONDER ENIGE VERANDERING OF UITKRAPPINGS





REPUBLIC OF SOUTH AFRICA
NATIONAL IDENTITY CARD

Surname:
KUBISA
Names:
MFUNDO AZIAH
Sex:
M
Nationality:
RSA
Identity Number:
9701165500087
Date of Birth:
16 JAN 1997
Country of Birth:
RSA
Status:
CITIZEN


Signature:
M. Aziah

DRIVING LICENCE
CARTA DE CONDUCAO

HA KUBISA

ID No: **02/9701165500087** **MALE**
Birth: **16/01/1997** **ZA** Restriction:
Licence Number: **20220006V7TR** No. 1
Valid: **24/04/2019 - 23/04/2024**
Issued: **ZA**
Code: **EC**
Vehicle restriction: **0**
First issue: **16/01/2019**
Prof. driving permit: **G.P.**
Expiry date: **16/04/2021**

DRIVER RESTRICTIONS
1 None
2 Passengers / Cargo
3 Dangerous goods

VEHICLE CATEGORIES
1 Passengers
2 Goods
3 Dangerous goods

VEHICLE RESTRICTIONS
1 None
2 Automatic transmission
3 Physically disabled
4 Bus > 16000 kg (GVW) permitted

Category	Vehicle Type	GVW
A	Motorcycle	< 125 cc
B	Car	< 3500 kg
C1	Truck	< 750 kg
C	Truck	< 16000 kg
EB	Truck	> 16000 kg
EC	Truck	> 16000 kg



iwyze
car home life business

Old Mutual Insure, Wanooka Place, St Andrews Road, Parktown, Johannesburg 2193.
PO Box 1120, Johannesburg 2000, South Africa.
customer@iwyze.co.za



Ntombizethu Teresa Cele
4098 Qadi Road
Waterloo
Verulam
4319

IWYZE POLICY REVIEW

17/07/2020

Dear Miss Ntombizethu Teresa Cele

Policy No: 1032601479
Policyholder: Ntombizethu Teresa Cele

Thank you for continuing to make the wise insurance choice and for being a loyal and valued iWYZE customer.

We look forward to another year during which we can provide you with wise, reliable and affordable short-term cover tailored to ensure your peace of mind.

WHAT DOES YOUR ANNUAL POLICY REVIEW MEAN FOR YOU?

Your insurance policy's anniversary is on 01/09/2020. As part of your annual renewal process we have reviewed your cover and adjusted the compensation limits for the following Policy Sections:

- General Terms and Conditions
- Motor Vehicles
- Buildings
- Household Contents

These limits take the escalating cost of replacement and/or repair of insured items into consideration, as well as the depreciation of Motor Vehicles and Motorcycles.

Please review your Policy Schedule to see whether your cover has been affected.

Your monthly premium has changed from **R 941.25** to **R 1,014.01**. Your new monthly premium is shown in the Policy Schedule attached. Please check that the information contained in your Policy Schedule is up-to-date and accurate. If any of this information is out-of-date or incorrect, please call us on 0860 93 94 93 to ensure that you are correctly covered.

Don't forget that your premiums are deducted from your bank account monthly in advance and that your premiums are paid to the Insurer. Your bank statement will reflect the following reference in relation to your iWYZE debit order IWYZE PRM 1032601479.

COOLING-OFF RIGHTS

Please note the consequences of non-payment of a monthly premium as set out in your policy wording. If you cancel your policy within 14 days after receipt of the contract and no benefit has yet been paid or claimed for a covered event, we will refund you within 31 days after receipt of the cancellation notice for the premiums paid up to the date of receipt of the cancellation.

IMPORTANT: We have changed certain sections of our policy terms and conditions. Please find all supporting documentation attached to this communication for your convenience. It is your responsibility to ensure that the level of cover you selected is adequate for your needs.

IMPORTANT CHANGES THAT WE'D LIKE TO HIGHLIGHT

• EXCESSES

We may have amended Basic Excesses and/or Standard and Non-Standard Excesses applicable to you, please review your Policy Schedule and the endorsements for each item for any applicable amendments. The excess applicable at claims stage is accumulative of the basic excess, standard additional excess, non-standard additional excesses and any manual excesses applicable during underwriting

• GENERAL TERMS AND CONDITIONS

The following clauses referring to 'Authenticated collections' and 'Recollection fee' have been added to your General Terms & Conditions Policy Section, respectively:

- 10.3 We will make use of an authenticated debit order collection process which allows you to electronically confirm your debit order details with your bank and us (on a once-off basis) at the start of your contract.
- 10.12 We will charge a non-refundable recollection fee of R26.42 for each failed premium collection, irrespective of the rand value, as result of any of the following reasons for the rejection of your debit order:
- a) if there are insufficient funds in your account;
 - b) if you cancelled the authorisation of the debit order; or





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:

Mfundo Aziah Kubisa

Passport No:

9701165500087

Physical Address:

4098 QADI ROAD WATERLOO VERURAM 4319





Contact Number:

0614030071

Email Address:

mfundokubisa5@gmail

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
1x2XL	Golf Shirts	
1	Cap	
	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:

16/11/2020

