



**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 : Sboniso Shange
Identity Number : 840175553008
Physical Address : 211 EASTVIEW ROAD Durban north
Cellphone Number : 0798996757
E-mail address : Sboniso.Shange@yaho.co.za

(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 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 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

Initial SC

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.

- 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.

Initial SC

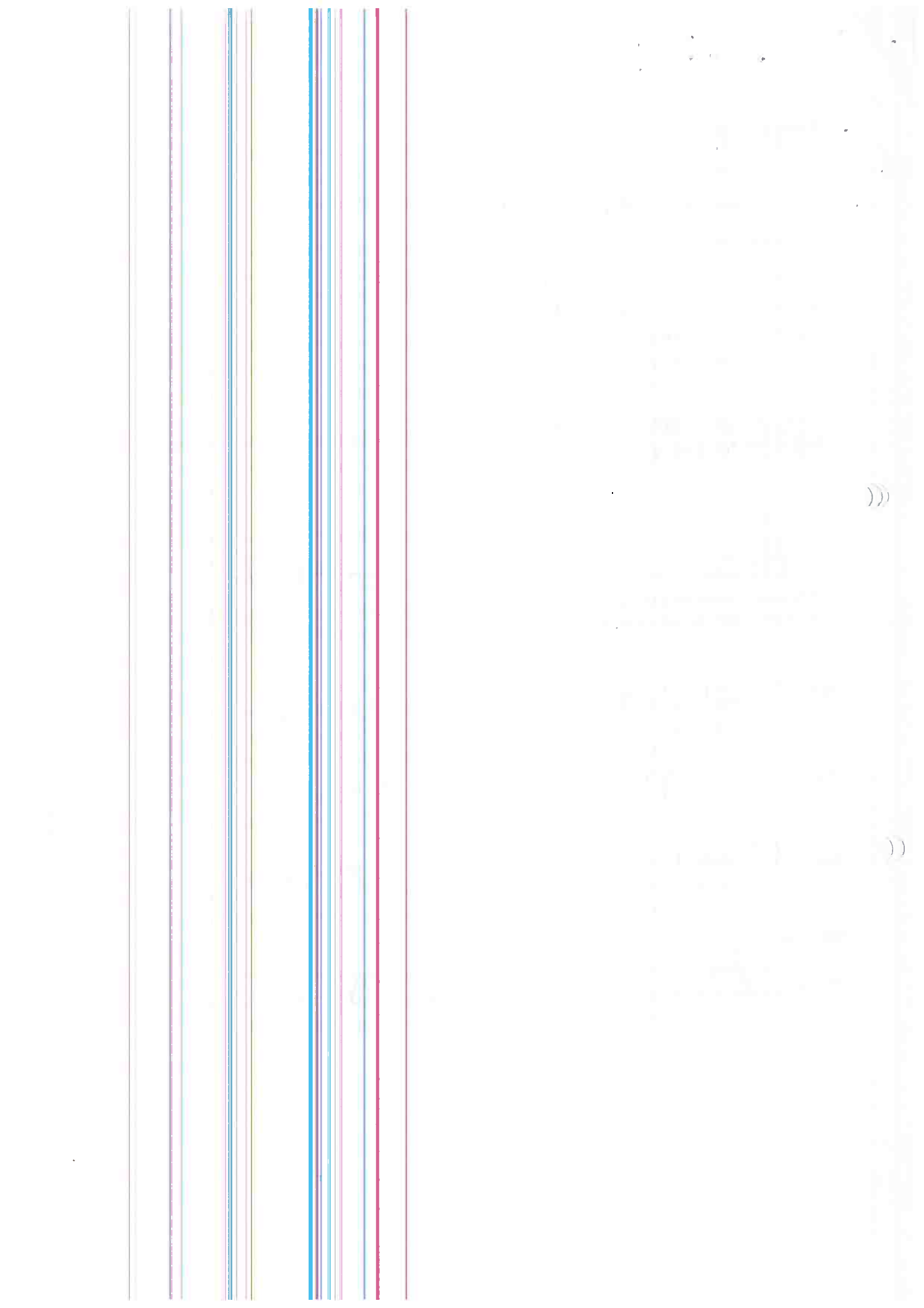
4. TERMS OF USE

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.





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: Shontle Shany
Passport No: 840175553 088
Physical Address: 21 EASTVIEW ROAD
Contact Number: 0158896759
Email Address: Shontle Shany@yahu.co

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
1 X M	Golf Shirts	✓
1	Cap	✓
	Jacket	
1	Lanyard	✓
1	Face Mask	✓
	5 Gig Data Sim – Cell Number:	
	Samsung A2 Cell Phone – IMEI:	

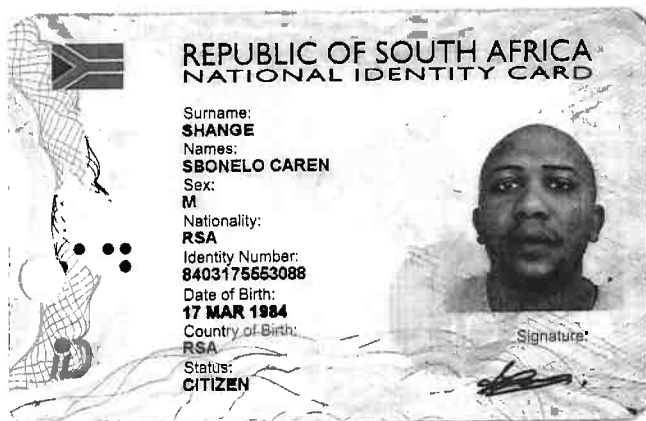
All property belongs to DRYVAR FOODS and the employee needs to be returned it when they leave. The employee will be held liable for any loss or damage to any items. DRYVAR FOODS will take legal action if the employee fails to return or pay for any items that are lost or damaged.

Place Signed: Umhlanga

Signature:

Date: 16/11/2020

Delivery BAG 16/11/2020



108990559

RSA

Date of Issue: 30 OCT 2018

Conditions:

This card has been issued by the Department of Home Affairs in terms of the Identification Act, Act 68 of 1997

If found please return to the Department of Home Affairs
For enquiry or verification purposes contact 0800 90 11 90

REPUBLIC OF SOUTH AFRICA

NATIONAL IDENTITY CARD

EC
EB
EC1
C
C1
B
A

1. Name / Name(s)
2. Surname / Surname(s)
3. Date of Birth / Date of Birth
4. Sex / Sex
5. Nationality / Nationality
6. Issued / Issued
7. Validity / Validity
8. Restrictions / Restrictions

1. Name / Name(s)
2. Surname / Surname(s)
3. Date of Birth / Date of Birth
4. Sex / Sex
5. Nationality / Nationality
6. Issued / Issued
7. Validity / Validity
8. Restrictions / Restrictions

REPUBLIC OF SOUTH AFRICA

NATIONAL IDENTITY CARD

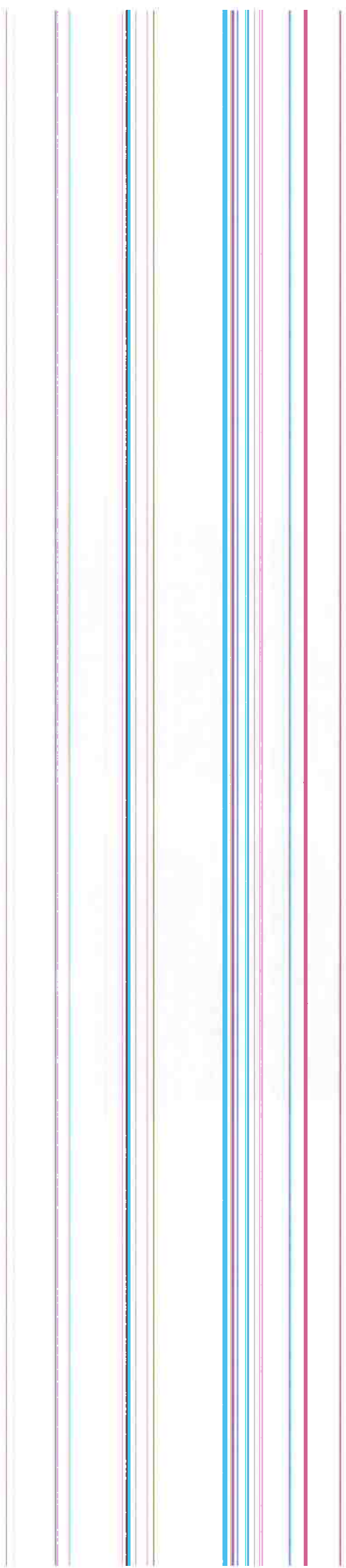
Surname: **SHANGE**
Names: **SBONELO CAREN**
Sex: **M**
Nationality: **RSA**
Identity Number: **8403176563088**
Date of Birth: **17 MAR 1984**
Country of Birth: **RSA**
Status: **CITIZEN**

Signature:

REPUBLIC OF SOUTH AFRICA

NATIONAL IDENTITY CARD

1. Name / Name(s)
2. Surname / Surname(s)
3. Date of Birth / Date of Birth
4. Sex / Sex
5. Nationality / Nationality
6. Issued / Issued
7. Validity / Validity
8. Restrictions / Restrictions





LISENSIESKYP EN PADWAARDIGHEIDSERTIFIKAAT
RSA
NO. 2008045T4K9N NR.
Licence no.
Lisensienr. ND514278 Veh. register no.
Vrt register nr. ZTK823W

VIN MDHJBAAD0Z0503805

Engine no./Enjinnr.
HR12824584D

Fees/Gelde 2.2
GVM/BVM 1404kg
Tare/Tarra 858 kg

Make

DATSUN

Fabriikaat
Beskrywing

Hatch back / Luikrug



RW expiry date 2021-10-31 PW vervaldatum
Persons: Seated
Persone: 007 Sittende 000 Standing
Date of expiry/Vervaldatum Staande

2021-10-31

LICENCE DISCARD AND ROADWORTHY CERTIFICATE



FNB Verified Statement 16/11/2020
Reference Number: SMTPT06F2668
 To verify this statement, please keep the above reference number and the client's ID number/business account number on hand. Visit www.fnb.co.za, select Contact us - Tools on the menu, followed by Verify Statement and follow the on-screen instructions. The reference number is valid for a minimum of 3 months.

✉ Durban North
 P O Box 20075
 Durban North 4016
 📧 info@fnb.co.za
 🌐 fnb.co.za
 220426
 087-575-9406
 087-575-9404
 Not Provided

Branch Code
Lost Cards
Account Enquiries
Customer VAT Registration Number

how can we help you?

BBST20 008561
 MR SBONELO C SHANGE
 211 EASTVIEW RD
 DURBAN NORTH
 4051
 SBONELO.SHANGE@YAHOO.COM



Easy Account : 62673888320

Bank VAT Registration Number : 4210102051
 Copy Tax Invoice/Statement Number : 20

Statement Period : 2 April 2020 to 2 May 2020
Statement Date : 2 May 2020

Updated Terms and Conditions

Your transactional account terms and conditions have been amended. You may access the updated terms and conditions on our website.

Bank Charges		Statement Balances		Interest Rates	
Bank Charges	R82.85	Opening Balance	R17.65 Cr	Credit Rate	0.00%
		Closing Balance	R44.80 Cr	Debit Rate	0.00%

Account Transactions

Date	Description	Amount	Balance	Accrued Bank Charges
Opening Balance			17.65 Cr	
03 Apr	#Service Fees			
16 Apr	ADT Cash Deposit	00087106 Sbo	2,250.00 Cr	23.00
17 Apr	Rtc Credit	L Mukatuni 34d53f97c0	500.00 Cr	
17 Apr	ATM Cash	00609123 457896*9863	4,000.00	12.00
17 Apr	ADT Cash Deposit	00087106 Sbo	150.00 Cr	2.00
17 Apr	ADT Cash Deposit	00087106 Sbo	1,210.00 Cr	13.00
02 May	#Monthly Account Fee	4.95	99.75 Cr	
02 May	#Service Fees	12.00	94.80 Cr	
02 May	#Cash Deposit Fee	38.00	82.80 Cr	
Closing Balance			44.80 Cr	

Please contact us within 30 days from your statement date, should you wish to query an entry on this statement (incl. card transactions done during this statement period, but not yet reflecting). Should we not hear from you, we will assume that you have received the statement and that it is correct.

Inclusive of VAT @ 15.00% = R 10.82 Dr
 Total VAT Charged : R 10.82 Dr

First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.
 An Authorised Financial Services and Credit Provider (NCRCP20).

On 15 April 2020, the Prime Lending Rate changed to 7.75%. This may impact the rate on any of your credit facilities.

Branch Number	Account Number	Date	DDA 13/SH/94/KM/S2/PA/P6/B2/LE/Y	FNGEN
079	62673888320	20/05/02	Easy Account	

