

1. VEHICLE RENTAL AGREEMENT between

Executive Mobility Financial Solutions (Pty) Ltd. Registration Number: 2013/040952/07 ("Renter") 22 Hurlingham Road, Dunkeld, Johannesburg, South Africa 2196
AND

_____ ("the Rentee")

Identity / Registration Number: _____

Of _____

RENTAL DETAILS

Description of Vehicle (Make / Model): _____

Engine No: _____ Chassis No: _____ Year of First Registration: _____ Registration No: _____

1.1. The Rentee understands that by signing this agreement that it is a standard asset rental agreement, that it is not a hire purchase agreement or a rent-to-own agreement. As such, the Rentee understands that the vehicle, whilst rented in terms of this rental agreement, and although it is in the possession of the Rentee, it remains the sole property of the Renter.

1.2. DURATION OF RENTAL: _____ months expiring on the _____ day of _____ ("Expiry Date")
INITIAL AMOUNTS DUE PRIOR TO DELIVERY

- | | | |
|----|--|---------|
| 1. | First full month rental (inclusive of VAT) | R _____ |
| 2. | Administration and delivery fee | R _____ |
| 3. | Downpayment(s) | R _____ |
| 4. | Security deposit | R _____ |
| 5. | Key deposit | R _____ |

TOTAL R _____

The security and key deposit are refundable at the end of the rental period subject to the terms and conditions of the Rental Agreement

1.3. **RENTAL:**
The Base monthly rental payable for the Vehicle inclusive of
Damage and Loss Liability Waivers R _____ Date of first debited payment
Additional Rental Benefits: R _____ (second rental payment):
Value Added Tax: R _____
TOTAL MONTHLY RENTAL: R _____

This rental is subject to fluctuations with the Prime Interest Rate: Yes No

1.4. Rentee's Liability for Excess of Damage and Loss Liability Waiver 10% of value of claim, minimum of R10 000.00

1.5. **TRAVEL LIMITATION:**
The maximum distance the Rentee may travel in the Vehicle each month is _____ kilometers

TERMS AND CONDITIONS

2. DEFINITIONS AND INTERPRETATION:

- 2.1. In this Agreement :-
- 2.1.1. Clause headings are for the purposes of convenience and reference only and shall not be used in the interpretation of any of the provisions of this Agreement;
 - 2.1.2. The parties shall, wherever necessary and appropriate, be referred to by their defined designations as in 2.2 below;
 - 2.1.3. A reference to :-
 - 2.1.3.1. one gender shall include the other gender;
 - 2.1.3.2. the singular shall include the plural and vice versa;
 - 2.1.3.3. a natural person shall include corporate or un-incorporate created entities and vice versa;
 - 2.1.3.4. all of the schedules and/or annexures are incorporated herein and shall have the same force and effect as if they were set out in the body of this Agreement;
 - 2.1.3.5. words and/or expressions defined in this Agreement shall bear the same meanings in any schedules and/or annexures hereto which do not contain their own defined words and/or expressions;
 - 2.1.3.6. where a period consisting of a number of days is prescribed, it shall be determined by excluding the first and including the last day;
 - 2.1.3.7. where the day upon or by which any act is required to be performed is a Saturday, Sunday or public holiday in the Republic of South Africa, the parties shall be deemed to have intending such act to be performed upon or by the first day thereafter which is not a Saturday, Sunday or a public holiday;

Initial _____

- 2.1.3.8. where an expression has been defined (whether in 2.2 below or elsewhere in this Agreement) and such definition contains a provision conferring rights or imposing obligations on any party, effect shall be given to that provision as if it were a substantive provision contained in the body of this Agreement;
- 2.1.3.9. if figures are referred to in numbers and words, the words shall prevail in the event of any conflict between the two;
- 2.1.3.10. words and/or expressions defined in this Agreement shall, unless the application of such word and/or expression is specifically limited to that clause, bear the meaning so assigned to it;
- 2.1.3.11. the contra proferentem rule shall not apply and accordingly, none of the provisions hereof shall be construed against or interpreted to the disadvantage of the party responsible for the drafting or preparation of such provision;
- 2.1.3.12. the eiusdem generis rule shall not apply, and whenever a provision is followed by the word "including" and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned;
- 2.1.3.13. a reference to any statutory enactment shall be construed as a reference to that enactment as the signature date and as amending or re-enacted from time to time thereafter;
- 2.1.3.14. unless specifically provided to the contrary, all amounts referred to in this Agreement are exclusive of value added tax;
- 2.1.3.15. the expiration or termination of this Agreement shall not affect such of its provisions as expressly provided that they will continue to apply after such expiration or termination or which of necessity must continue to apply after such expiration or termination;
- 2.1.3.16. any communication which is required to be "in writing" shall include a communication which is written or produced by any substitute for writing or which is partly written and partly so produced, and shall include printing, typewriting, lithography, facsimile or electronic mail or any form of electronic communication or other process or partly one and partly another.
- 2.2. In this Agreement, unless clearly inconsistent with or otherwise indicated by the context, with cognate expressions having corresponding meanings:–
- 2.2.1. "Agreement" means this rental agreement which comprises the signed quote from the Rentor and/or suppliers offer to purchase, addenda, the Rentee's resolutions (if any), security documents including suretyships to the rental agreement, and which are attached as annexures to the rental agreement;
- 2.2.2. "Annexures" means those documents attached as annexures to the Agreement, and which if attached, form part of the agreement and need only be initialed by the Rentee.
- 2.2.3. "Base Rental" means the monthly rental payable for the use and enjoyment of the Vehicle, inclusive of limited Damage and Loss Liability Waivers, and the monthly tracker and immobilizer fee but excluding the monthly rental payments for any Additional Rental Benefits .
- 2.2.4. "Delivery Date" means the date upon which the Rentee takes delivery of the Vehicle;
- 2.2.5. "Early Termination" means the termination of the Agreement for those reasons in paragraph 20;
- 2.2.6. "Early Termination Settlement" means the figure payable as a result of an Early Termination. In all circumstances giving rise to Early Termination, irrespective of cause, the decision to effect an Early Termination shall reside solely with the Rentor. The Early Termination Settlement shall be the greater of 1) Three times the current Total Monthly Rental amount or; 2) 10% of the value of the remaining rentals due in terms of this Agreement as at the date of Early Termination. The Early Termination Settlement is payable within seven (7) days of receipt of the Early Termination Settlement Invoice.
- 2.2.7. "EMFS and/or Executive Mobility Financial Solutions (Pty) Ltd.", inclusive of any cessionaries of the EMFS claims against the Rentee arising from this Agreement.
- 2.2.8. "Fair Value" means the value of the Vehicle from time to time determined by reference to the mean average between the trade value and the retail value contained in the most recent online TransUnion Auto Vehicle Valuations.
- 2.2.9. "Damage and Loss Liability Waivers" means the amount by which the Rentee's liability in the case of accident damage to or loss of the vehicle through theft or highjacking will be limited subject to the terms and conditions of this Agreement;
- 2.2.10. "Prime Rate" means the publicly quoted basic annual rate of interest at which Standard Bank lends on overdraft;
- 2.2.11. "Road Traffic Laws" means the National Road Traffic Act No 93 of 1996 and any supplementary or replacement legislation together with all applicable provincial and municipal road traffic by-laws and regulations;
- 2.2.12. "Signature Date" means the date upon which this agreement is signed by the party last to sign.
- 2.2.13. "Urgency", subject always to the discretion of the court in which any application may be brought by the Rentor and irrevocably accepted by the Rentee, if circumstances are proven includes, inter alia, where:
- 2.2.13.1. the tracking system has been removed from the vehicle or de-activated;
- 2.2.13.2. the vehicle has been involved in an accident and not reported to the Rentor within the prescribed period;
- 2.2.13.3. the Rentor learns that the vehicle is not being driven by an authorized driver in terms of this Agreement;
- 2.2.13.4. the vehicle is found to be uninsured;
- 2.2.13.5. the vehicle is being stored in an unsafe location, and is not the location recorded in this Agreement;
- 2.2.13.6. the vehicle has been taken outside of the borders of the Republic of South Africa
- Such circumstances shall constitute grounds for urgency which shall entitle the Rentor to approach the court on urgency to recover possession of the vehicle.
- 2.2.14. "Vehicle" means the motor Vehicle described in Paragraph 1 hereto.

3. DURATION

- 3.1. This Agreement shall be deemed to have commenced on the Signature Date shall remain in force until the Expiry Date as reflected in paragraph 1.

4. PAYMENT OF RENTALS

- 4.1. All rentals shall be paid in advance, by debit order, on the same day each month at the Rentee's election as indicated at inception of this Agreement.
- 4.2. The Rentee shall not withhold, defer or make any deduction whatsoever from any rental payment due, whether or not the Rentor is indebted to the Rentee or in breach of any obligation to the Rentee.
- 4.3. The rental and all other amounts payable by the Rentee under this Agreement shall be inclusive of Value Added Tax insofar as it is applicable.
- 4.4. The total monthly rental shall escalate by 8% (eight) annually, on the anniversary of the Signature Date.
- 4.5. If so elected by the Rentee in paragraph 1, the total monthly rental shall fluctuate with the Prime Rate.
- 4.6. Where the Rentee is in arrears, mora interest shall be payable at 2% per month reckoned from the date upon which the arrears fall due for payment.
- 4.7. Rentals are payable by monthly debit order. Rentals and any other payment due are payable by monthly debit order. Where a payment is made by Electronic Funds Transfer (EFT) the payment is subject to a manual processing fee of R250.00.

5. SECURITY DEPOSIT

- 5.1. A security deposit shall be paid upon signature of this Agreement by the Rentee. No interest shall accrue to the security deposit during the period of the Agreement.
- 5.2. Once all the obligations due by the Rentee to the Rentor have been discharged following upon the expiry of this Agreement, in terms of paragraph 1, the Rentor shall refund to the Rentee, free of interest, so much of the Security Deposit as has not been applied in settlement of any amounts owing by the Rentee to the Rentor in terms of this Agreement.

6. KEY DEPOSIT

- 6.1. A key deposit for an amount equal to that recorded in paragraph 1 shall be paid by the Rentee to the Rentor upon signature of this Agreement and retained by the Rentor until such time as all keys to the Vehicle are returned to the Rentor. No interest shall accrue to the security deposit during the period of the Agreement.

7. CONTRACT RESTRUCTURE FEE

- 7.1. Where a financial restructure of the rental agreement is required by the customer, or recommended by the Rentor, the Rentee shall be liable to pay the Rentor a fixed restructure administration fee of R10,000, which shall be payable before the rental agreement restructure occurs and shall be payable upon receipt of invoice. Should the Rentee refuse to agree a rental agreement restructure upon the recommendation of the Rentor, then the Rentor shall have the discretion to terminate the rental agreement in accordance with the provisions of clause 20.

8. RISK OF LOSS OR DAMAGE

- 8.1. The Rentee by accepting the Vehicle acknowledges having inspected the Vehicle and receiving the Vehicle in a good and roadworthy condition, free of any obvious defects or damage.
- 8.2. Should any material defects manifest themselves in the Vehicle within 7 days of the Rentee taking delivery thereof from the Rentor, then on written notice to such effect from the Rentee, the Rentor shall notify the supplier to take steps to have any defect repaired in terms of the manufacturer's warranty. On no account however, shall the Rentor be liable for any such defects to the Vehicle.
- 8.3. The risk in and to the Vehicle shall immediately pass to the Rentee on delivery of the Vehicle and shall remain with the Rentee throughout the entire period of this Agreement.

9. USE AND ACCESS

- 9.1. The Rentor shall at all times remain the owner of the Vehicle. The Rentor may inspect the Vehicle at any reasonable time wherever it may be kept. The Rentee warrants that when it is not being used, the Vehicle shall be kept at the Rentee's address recorded in paragraph 1.
- 9.2. The Rentee undertakes that in the event of a change of address it shall forthwith notify the Rentor thereof in writing and any failure to do so shall be deemed to be a material breach of this Agreement.
- 9.3. The Rentee shall use and operate the Vehicle in compliance with the Road Traffic Laws;
- 9.4. The Rentee shall not:-
- 9.4.1. use or permit the Vehicle to be used for any commercial enterprise or activities unless permitted to do so with the Rentor's prior written consent;
 - 9.4.2. cause or allow the Vehicle to be neglected, abused, damaged, modified either in terms of its body or its components, tamper with, remove or replace any of the Vehicle's components, or use the Vehicle or allow it to be used for any purpose for which it is not designed or intended to be used or used in circumstances such that there may be an increased risk of danger or a loss or damage or undue wear and tear;
 - 9.4.3. drive or allow the Vehicle to be driven recklessly and and/or negligently or in contravention of any road or traffic regulations;
 - 9.4.4. convey any materials or articles in the Vehicle which may cause damage to its upholstery or any other part of the Vehicle;
 - 9.4.5. drive or permit any other person to drive the Vehicle whilst under the influence of alcohol, strong medication or any unlawful drugs;
 - 9.4.6. allow the Vehicle to be in any area such as an unrest area, whether there is or could be an increased risk that the Vehicle may be damaged through civil disturbance, social or economic protest or any act associated with the foregoing;
 - 9.4.7. permit any unauthorised person to drive the Vehicle during the period of this Agreement;
- 9.5. The Rentee shall at all times exercise due care, to the extent that the Rentee will -:
- 9.5.1. take all reasonable precautions to safeguard the Vehicle against any loss, harm or damage
 - 9.5.2. pay all costs of fuel, oil and other consumables that may be required to keep the Vehicle in good working order;
 - 9.5.3. allow the Rentor and/or its servants and/or its agents all reasonable rights of access to inspect the Vehicle and if called upon to do so, disclose to the Rentor the Vehicle's locality, kilometers on the odometer and the state of the Vehicle, at any time.
- 9.6. The Rentee shall ensure that:-
- 9.6.1. whenever the Vehicle is left parked or unattended, all doors and windows are locked and the alarm/immobilizer device, is activated;
 - 9.6.2. the doors of the Vehicle are locked and the keys to the Vehicle are in the driver's possession.

10. VEHICLE MAINTENANCE

- 10.1. The Rentee shall exercise that degree of care necessary to maintain the Vehicle in a good and roadworthy condition, using the same degree of care as would ordinarily be exercised if the Vehicle belonged to the Rentee;
- 10.2. The Rentee shall abide by the manufacturer's specifications in regard to the Vehicle and shall not change or alter any aspect of the Vehicle without the Rentor's prior written consent to do so;
- 10.3. The Rentee shall not remove or tamper with the tracking system or immobilizer fitted to the Vehicle or render same inoperable;
- 10.4. The Rentee shall ensure that the Vehicle is serviced as prescribed by the manufacturer, acknowledging in this regard that all costs of service including the cost of tyres, fuel, oil and consumables are for the Rentee's account. Service and maintenance of the Vehicle must be carried out by a manufacturer approved dealer or a dealer approved by the Rentor;
- 10.5. Where the Rentee fails to submit the Vehicle for its recommended service timeously and the maintenance or service plan is terminated, the Rentee shall be responsible for and shall pay to the Rentor, on demand, any cost associated with re-instating the maintenance and/or service plan together with an administration fee of R5000.
- 10.6. All parts and accessories that are replaced or added to the Vehicle during the rental period shall become the Rentor's property and the Rentee shall not be entitled to be compensated, therefore.
- 10.7. The Rentee is responsible to ensure that the vehicle is properly maintained and that the manufacturer's maintenance requirements are strictly observed. The Rentee shall be responsible for all maintenance costs for the duration of this rental agreement.

11. LIMITATION ON TRAVEL

- 11.1. The maximum distance that the Rentee may travel in the Vehicle each month from the commencement date of this Agreement is that amount stated in paragraph 1.4. ("the maximum limit");
- 11.2. Where the distance travelled exceeds the maximum limit, the Rentee shall be liable to the Rentor for an additional R10,00 rental per kilometer for each kilometer or part thereof exceeding the maximum limit;
- 11.3. The odometer on the Vehicle shall be deemed to accurately record the distance travelled by the Rentee provided that where the Rentee contends that the odometer has malfunctioned, the Rentee shall be required to immediately notify the Rentor thereof. The tracking system installed in the Vehicle may be used by the Rentor to verify the distance travelled by the Rentee;
- 11.4. The amount owing for the distance travelled in excess of the maximum limit shall be calculated monthly or upon Early Termination, whichever occurs first and paid upon being presented of an invoice.
- 11.5. Any attempt to interfere with the odometer or alter the odometer reading shall constitute grounds for immediate termination of this Agreement.

12. COLLISION DAMAGE, THEFT OR TOTAL LOSS

- 12.1. The Rentee shall immediately, but in any event, within a period of no later than 24 hours:-
 - 12.1.1. notify the Rentor by telephone and in writing of any accident in which the Vehicle has been involved or of any theft of the Vehicle;
 - 12.1.2. report such accident or theft to the South African Police Services and immediately provide the Police case reference number to the Rentor.
 - 12.1.3. where possible, obtain the name and address of all parties involved in the accident and any witnesses to the accident;
 - 12.1.4. shall not acknowledge responsibility or liability for the accident or release any party from any potential liability, nor settle any claim or potential claim against or by any party, nor accept any disclaimed liability.
- 12.2. Where the Vehicle is unable to be driven after an accident, the Rentee shall permit only a tow truck authorized by the Rentor or the Rentor's insurer to remove the Vehicle;
- 12.3. The Rentee shall be responsible for any amount in excess of the Damage and Loss Liability Waivers as referred to in paragraph 1; provided that in the event of a single vehicle accident which occurs between the hours of 22h00 and 05h00, the excess payable by the Rentee shall increase by an additional 5% compulsory contribution and the Rentee shall be liable for any additional costs levied by the insurer or shortfalls arising from any deductions applied by the insurer where the driver is deemed by the insurer to have acted recklessly.
- 12.4. Any accidental damage to the Vehicle shall be repaired by a panelbeater or other appropriate service provider or technician, approved by the Rentor;
- 12.5. If the Rentee is involved in an accident at a time where he is in default of his rental obligations and whether or not he or his authorised driver was the cause of the accident, the Rentee shall not be entitled to any post accident benefits, including the use of a loan vehicle, but shall remain liable for all costs included in clause 12.3.
- 12.6. Where the damage to the Vehicle is of such a nature that the cost of repair exceeds the value of the Vehicle the Rentee shall be liable for the difference between the Fair Value of the Vehicle and the compensation by the Rentor's insurer for the Vehicle.
- 12.7. Similarly, where the damage to the Vehicle may not render the Vehicle a write-off but the Vehicle suffers damage that affects its Fair Value, the Rentee shall be responsible for the difference between the actual value of the vehicle after the accident, as determined by an expert, and the Fair Value thereof.
- 12.8. Subject to the provision of Section 11, the Rentor at its sole discretion and once the Rentor has been compensated for its loss aforementioned may provide to the Rentee a replacement Vehicle of similar value and specifications where the Rentee's Vehicle is damaged beyond repair. The Rentee may accept the replacement Vehicle or exercise their right to Early Termination of the Agreement.
- 12.9. Where the insurance provider repudiates the claim for reasons of dishonesty of any nature whatsoever, this shall constitute grounds for immediate termination of this Agreement and a right by the Rentor to claim damages from the Rentee and any Sureties.

13. FINES AND PENALTIES

- 13.1. The Rentee shall be responsible for fines and penalties imposed for road traffic offences provided that the Rentee shall pay the fine or penalty imposed together with an administrative fee of R500 for each fine or penalty, upon demand by the Rentor;
- 13.2. In circumstances where the Rentee receives 12 or more traffic fines or penalties during a 12-month cycle this shall be deemed to be a material breach of the Agreement, and the Rentor shall be entitled, at its discretion, to terminate this Agreement forthwith and proceed in accordance with paragraph 22 below;
- 13.3. The Rentee shall pay all road tolls levied, provided that where the Rentee does not pay such toll or does not subscribe for an e-toll tag, then any such tolls that become payable by the Rentor shall be paid by the Rentee together with an administration fee of R500 for each toll claim, upon demand by the Rentor.

14. ROAD LICENSE

- 14.1. The Rentor shall be responsible for the timely renewal of the annual road license.

15. TRACKER AND IMMOBILISER

- 15.1. A tracker and immobilizer device shall be installed in the Vehicle prior to delivery.
- 15.2. Under no circumstances whatsoever shall the Rentee be entitled to remove the tracker and the immobilizer device, and any removal thereof shall be deemed to be a material breach of this Agreement permitting the immediate termination of this Agreement by the Rentor;
- 15.3. The Rentee irrevocably consents to the Vehicle being tracked by the Rentor and irrevocably consents to the Vehicle being remotely immobilized where:-
 - 15.3.1. the Vehicle has been stolen or has been used without authority; or
 - 15.3.2. in circumstances where the Rentee is in breach of the payment terms of this Agreement and has failed, despite written notice having been given, to rectify the breach.

16. REMOVAL OF THE VEHICLE

- 16.1. The Rentee irrevocably consents to the removal of the Vehicle from his possession in circumstances where he is in breach of a material term of the Agreement and the Rentor has complied with the provisions of paragraph 22 below.
- 16.2. The aforesaid removal does not preclude the Rentee from such other rights as he may have in law to dispute the alleged breach and to seek the return of the Vehicle



17. DAMAGE AND LOSS LIABILITY WAIVER

- 17.1. The Rentee's liability in the case of accident damage or loss through theft or highjacking is limited by the Damage and Loss Liability Waivers and the Rentee will only be liable for the amount in excess of the Damage and Loss Liability Waivers as referred to in paragraph 1;
- 17.2. The Rentee shall provide to the Rentor all the information which might be relevant to the Damage and Loss Liability Waivers;
- 17.3. Where the Damage and Loss Liability Waivers may not include cover for windscreens, the Rentee shall be liable for the cost of repairing and replacing the windscreen, any other glass fitted to the Vehicle during the term of this Agreement;
- 17.4. The Rentee shall be responsible for any damage or loss to the vehicle where a claim is repudiated on one or more of the general conditions or exceptions under the Rentor's Insurance Policy and where the Rentee is the cause of the repudiation.

18. RETURN OF THE VEHICLE

- 18.1. At the conclusion of this Agreement or upon its termination for any reason, the Rentee shall return the Vehicle to the Rentor, together with the keys, accessories, instruction books (if any), the service and warranty books and the spare wheel.

19. THE NATIONAL CREDIT ACT

- 19.1. The provisions of the National Credit Act No 24 of 2005 do not apply to the transaction recorded in this Agreement.

20. EARLY TERMINATION

- 20.1. An Early Termination arises in the following circumstances:
 - 20.1.1. Where the Rentee's vehicle has been damaged beyond commercial repair but subject to the Rentor being compensated as envisaged in paragraph 11, the Rentee may elect to exercise his right to an Early Termination of the Agreement.
 - 20.1.2. the death of the Rentee;
 - 20.1.3. by agreement between the Rentor and the Rentee;
 - 20.1.4. for good cause, at the discretion of the Rentor.
- 20.2. In order to exercise the right to an Early Termination the Rentee shall deliver written request for Early Termination to the Rentor, whereafter Early Termination shall be considered.

21. WARRANTIES

- 21.1. The Rentee warrants:-
 - 21.1.1. That a full disclosure of all material facts has been made which would have enabled the Rentor to make an informed decision when concluding this Agreement and renting the Vehicle to the Rentee;
 - 21.1.2. The Rentee has a valid and current drivers license which has not, in the 12 months preceding the Signature Date, been revoked, suspended or endorsed;
 - 21.1.3. He has not been refused insurance by any motor vehicle insurer for a period of 5 years preceding the Signature Date;
 - 21.1.4. All credit card and bank account details provided by the Rentee to the Rentor are correct, current and accurate.

22. INDEMNITIES

- 22.1. The Rentee hereby indemnifies the Rentor and holds it harmless against:-
 - 22.1.1. Any road traffic fines, penalties or levies imposed by any Road Traffic or Municipal authority;
 - 22.1.2. Any claims of whatsoever nature, by any third party as a result of any incident involving or which relates to the Vehicle or the Rentee's use thereof, and where such claim is not covered by the Vehicle's insurance policy.

23. CESSION

- 23.1. Rentor may, at its sole discretion, cede and/or delegate without notice to the Rentee all or any of Rentor's rights and/or obligations under this agreement including its rights of ownership in the Vehicle or Vehicles, either absolutely or as collateral security, to any other third party/parties and whether such cession is made to the Cessionary/ies alone or to the Cessionary/ies jointly and severally with Rentor or any other third parties, and if such cession occurs, the Rentee shall, if so required by any such Cessionary/ies, make all payments directly to such Cessionary/ies. Any reference in this agreement to Rentor shall, unless the context indicates otherwise, be construed as reference to the Cessionary/ies. The Rentee hereby undertakes to accept the cession and/or delegation and to acknowledge the rights of the Cessionary/ies in terms of this clause and to hold the Vehicle or Vehicles on behalf of the Cessionary/ies, subject to the conditions of this agreement. The Rentee agrees, that in the event of such cession, to the extent that any such cession or delegation results in the splitting of claims, the Rentee hereby consents in advance to such splitting of claims.

24. BREACH

- 24.1. In the event that the Rentee:-
 - 24.1.1. has made any misrepresentation to the Rentor relating to this Agreement;
 - 24.1.2. breaches any material term of the Agreement;
 - 24.1.3. voids the manufacturer's warranty or incurs damage to the Vehicle in circumstances where the Rentor's insurer repudiates the claim;
 - 24.1.4. fails to maintain the Vehicle in accordance with the maintenance provisions of this Agreement;
 - 24.1.5. repeatedly disobeys the Road Traffic Laws;
 - 24.1.6. has his license suspended, revoked or restricted in any way; then
- 24.2. the Rentor shall be entitled, without prejudice to any other rights it may have, to terminate this Agreement forthwith by giving the Rentee written notice of the breach and may thereafter:
 - 24.2.1. collect and repossess the Vehicle without being required to obtain an order of court and;
 - 24.2.2. recover all outstanding rentals due in terms of this Agreement, all of which shall become immediately due and payable in full in the event of such breach;
- 24.3. Where the Rentee fails to pay timeously any amount payable in terms of this Agreement after having been given five (5) calendar days written notice to remedy such default, the Rentor shall be entitled to cancel this Agreement and without prejudice to any other rights it may have, collect and repossess the Vehicle as permitted in section 16 of this Agreement.

25. COSTS

- 25.1. The Rentor Shall be entitled to recover its legal costs on an attorney and own client scale where it is obliged to litigate with the Rentee to enforce or defend its rights in terms of this Agreement and it shall be entitled to add such fees, where incurred, to the Rentee's next monthly invoice.

26. ADDRESSES AND NOTICES

- 26.1. For the purpose of this Agreement, including the giving of notices in terms hereof and the serving of legal process, the parties choose *domicilium citandi et executandi* ("domicillium") as indicated in paragraph 1.
- 26.2. Any notice or communication given in terms of this Agreement, may be delivered by hand to the *domicilium* chosen by the party concerned. Any notice or process delivered on any party in connection with any matter or subject arising out of this Agreement or any notice shall be deemed to have been delivered if handed to any responsible person at the *domicilium* chosen by any party and it shall not be necessary to hand such process or notice to any party personally.
- 26.3. Any of the parties shall be entitled from time to time, by written notice to the others, to vary its/his *domicilium* to any other physical address within the Republic of South Africa.
- 26.4. A notice given as set out above shall be presumed to have been duly delivered on the date of delivery if delivered by hand.
- 26.5. Any notice which is transmitted by electronic mail to the recipient at the recipient's e-mail address for the time being shall be presumed, until the contrary is proved by the recipient, to have been received by the recipient on the first business day after the date of successful transmission thereof.
- 26.6. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it/him notwithstanding that it was not sent to or delivered at its/his chosen *domicilium citandi et executandi*.

27. GENERAL

- 27.1. This Agreement constitutes the whole Agreement between the parties relating to the subject matter hereof.
- 27.2. No amendment or consensual cancellation of this Agreement or any provision or term thereof or of any Agreement or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any Agreement or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 27.3. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any Agreement or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any party in respect of its rights under this Agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this Agreement.
- 27.4. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

28. CONSENT TO JURISDICTION

- 28.1. The parties hereby consent to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Division, Johannesburg in respect of any and all proceedings arising under or by virtue of this Agreement whether in respect of damages or otherwise, despite the subject matter and/or cause of action which would otherwise have been beyond such court's jurisdiction.

29. ACKNOWLEDGEMENT

- 29.1. The Rentee acknowledges that he has read and understands the terms and conditions of this Agreement and has no objection thereto and records that it has had the opportunity to take legal advice on the terms and conditions of this Agreement and is signing this Agreement with a full understanding of the consequences of this Agreement and its obligations in terms hereof.

30. DIGITAL SIGNATURES

- 30.1. An electronic signature shall be binding on the Rentee and the onus to prove that the Rentee did not append the electronic signature shall belong to the Rentee.

SIGNED AT _____ ON _____

For and on behalf of: Rentor
(Duly authorized thereto)

Witness: _____

SIGNED AT _____ ON _____

Rentee:

Witness: _____

Initial _____

ADDENDUM 1 – RETURN STANDARDS FAIR WEAR AND TEAR GUIDE

This document forms an integral part of the vehicle rental agreement between yourself ("Rentee") and Executive Mobility Financial Solutions (Pty) Ltd. ("EMFS").

As you enter into your vehicle rental experience, you can take comfort in knowing that the inspection process has been designed to be as convenient and worry-free as possible. Of course, being aware of your responsibilities and the steps involved is the best way to avoid any surprises when returning your vehicle. To help you with this, we have created this vehicle inspection Fair Wear and Tear guide.

1. Here's all you need to know:

- 1.1. The Executive Mobility Financial Solutions Vehicle Rental Agreement requires the vehicle to be returned promptly at the end of your rental period. This document outlines vehicle Return Standards policy, explaining what is acceptable (and what is not) when it comes to returning the vehicle upon or before expiry of the rental agreement. It also outlines the steps you have to take on the day the vehicle is returned. To ensure the process is as simple as possible, it is recommended that you arrange with everyone who operates the vehicle to familiarize themselves with the information in this document.

2. What is considered Reasonable?

2.1. Reasonable Condition:

You are to return your vehicle on the Expiry Date in a good, clean and marketable condition, in line with our Vehicle Return Standards which were originally based on the South African Vehicle Rental and Leasing Association Fair Wear and Tear Guidelines. Any wear and tear should result only from the use and purpose for which you rented the vehicle. The vehicle should comply in all respects with the specification as originally supplied. We also require that you ensure that your vehicle meets the following conditions when returned to the address required by EMFS. At the end of rental contract a return inspection will be carried out by trained personnel, and upon return your vehicle must be in or meet the following condition:

- 2.1.1. Free from any broken or damaged items and with no missing components or parts which were fitted as standard equipment or have been subsequently fitted to the vehicle. If any components or parts have been removed, your vehicle must be returned to the specification as originally supplied.
- 2.1.2. Free from any accident damage not satisfactorily repaired, and free from any corrosion or contamination caused by goods carried.
- 2.1.3. Free from any defects or condition that would be in breach of any statutory requirements.
- 2.1.4. All service, maintenance and repairs must have been performed according to OEMs' (Original Equipment Manufacturer) specifications using genuine original replacement parts and lubricants.
- 2.1.5. This section identifies the wear and tear to a vehicle which would be considered reasonable. The cost of any repairs required to return the vehicle to a condition consistent with fair wear and tear will be for your account.
- 2.1.6. The vehicle must be in a clean condition and with "first life" body work (where relevant), unless clearly stated otherwise and adjusted at the time of the original quotation. You will be charged for any work required to return the vehicle to an acceptable condition.
- 2.1.7. All vehicles must be returned with any additional/replacement keys.

Please note: Any vehicle returned without such keys will incur a charge for the cost of a replacement key together with an administration fee of R1 500.00 (plus VAT). Any amounts firstly will be deducted from the applicable Key Deposit on your rental agreement.

- 2.1.8. Vehicles must have a full tool kit, including lifting jack.
- 2.1.9. Vehicles must have current license disk as well as front and rear number plates.

2.2. Vehicle Exterior

2.2.1. Windscreen Glass:

- 2.2.1.1. Must be free from any cracks, damage or discoloration to the glass that would result in a Certificate of Fitness test failure. Cracks or damages within the driver's sight line are not reasonable and require windscreen replacement or specialist repair to Roadworthy standard.
- 2.2.1.2. Light scratching or minor chipping around the periphery of the windscreen is reasonable.
- 2.2.1.3. Light scratching or minor chipping to other glass is reasonable provided that any glass heating elements have not been damaged.

2.2.2. Body and Paintwork:

- 2.2.2.1. Must be free from all customer decals, glue and sign writing on both Cab and Bodywork. Should damage occur to the original paintwork during this process, this should be repaired to original specification prior to the return of the vehicle. The return condition values are based on the vehicle color as originally requested and specified in the original quotation. If a vehicle is returned in a different color to that which it was originally delivered in, you will be charged the cost to restore such paintwork to original color. No costs will be incurred when the vehicle has been returned to the original color or white and comparable with a good industry standard.
- 2.2.2.2. Small areas of stone chipping, door edge chipping and light scratches (up to 25mm in length) are acceptable, relative to the vehicle's age, mileage and usage provided that the paint surface has not been penetrated to bare metal.
- 2.2.2.3. If stone chippings have penetrated to bare metal, paint-matched touch up should be carried out immediately to prevent further deterioration.
- 2.2.2.4. Exterior paintwork should be free from abrasions (more than 25mm in length) and have good gloss and colour. Colour mismatch between panels or poorly fitting panels is unacceptable and the costs of the repair will be for your account.

2.2.3. Light Glass/ Lens:

- 2.2.3.1. All lamps must be operational. Light scratching or minor chipping is reasonable.
- 2.2.3.2. Holes or cracks in light glasses or lenses are not reasonable and the cost of replacement will be for your account.

2.2.4. Mirrors:

- 2.2.4.1. Mirror glass and frames must be undamaged. Cracked mirrors will be replaced and the cost thereof for your account.

2.2.5. Dents:

- 2.2.5.1. Minor dents (up to 10mm in length) are acceptable provided that the paint surface has not been penetrated to bare metal.
- 2.2.5.2. Multiple dents on a single panel will be repaired and the costs thereof for your account.

2.2.6. Bumper Sections and Rubbing Strips:

- 2.2.6.1. Provided these are not broken, cracked or deformed, small areas of scuffing and score marks are acceptable.

2.2.7. Body Accessories:

- 2.2.7.1. If mud flaps are standard equipment they must all be intact and properly attached.
- 2.2.7.2. If the vehicle was delivered originally with air deflectors they must be intact, undamaged and properly attached.

2.3. Vehicle Interior

- 2.3.1. Interior upholstery must be in good condition, free of rips, tears or holes and burn marks.
- 2.3.2. The heater, all gauges, lights and controls must be in good operating condition.
- 2.3.3. Flooring shall be in good condition, free of tears, holes and burn marks.

2.4. Wheels and Wheel Rims

- 2.4.1. With all tyres (incl. spare) having a minimum tread depth of 2mm remaining at the lowest (shallowest) point. Tyres with a tread depth below the minimum (Including spare wheel) must be replaced.

Please note: Any vehicles returned with a tyre tread depth below the minimum (incl. spare wheel) will be charged at the cost of a new tyre.

- 2.4.2. All four tyres are the same size, type, brand and equivalent in quality and performance to the original tyres.
- 2.4.3. The spare tyre and rim are present.
- 2.4.4. All tyres must have no cuts, exposed cords or sidewall plugs.
- 2.4.5. Rims match and are free from cracks or breaks or scratches more than 2.5 cm in diameter.

Please note: Dents or damage to the rim or main body of the wheels are not reasonable and the costs of repair thereof for your account.

- 2.4.6. The Rentee has the option to contract for an additional rental benefit for tyres and rims. These benefits must be contracted over and above the standard agreement.

2.5. Vehicle Tools, Documentation and Service History

- 2.5.1. Your vehicle must have a full tool kit, including lifting jack. If any tools, including the lifting jack, are missing the cost of replacement thereof will be for your account. All vehicle documents, including the registration document and the current COF certificate must be provided upon return of the vehicle.
- 2.5.2. Vehicles must be returned with complete service, repair and maintenance records (equivalent data in the form of a computer print-out will be accepted).

2.6. Engine and Transmission

- 2.6.1. Must be in sound operating condition, free of mechanical defects with all components functioning as originally designed
- 2.6.2. No fluid or exhaust leaks.

Please note: We can take oil samples if required.

2.7. Brakes/Clutch

- 2.7.1. Brake and Clutch linings/disc pads must have a minimum of 50% remaining life.
- 2.7.2. Brake drums/discs must be in good condition with no excessive wear and free of cracks.

2.8. Excess Kilometers and Late Return

- 2.8.1. The EMFS Vehicle Rental Agreement specifically refers to terms and conditions with respect to charges for excess kilometers and penalties for late return. The Rentee must familiarize themselves with these specific clauses.

The Rentee agrees to the Terms and Conditions contained herein. This agreement forms part of the Vehicle Rental Agreement signed this date.

Initial _____

ADDENDUM 2 – AUTHORITY AND MANDATE FOR NAEDO AND/OR DEBIT ORDER

Rentee Name	<input type="text"/>		
Rentee Address	<input type="text"/>		
Rental Agreement Date	<input type="text"/>	Contract Number	<input type="text"/>

Vehicle Rental Details

Description of Vehicle	<input type="text"/>		
Year	<input type="text"/>	VIN	<input type="text"/>

Banking Details

Bank	<input type="text"/>	Account No	<input type="text"/>
Branch	<input type="text"/>	Branch Code	<input type="text"/>
Account Name	<input type="text"/>	Account Type	<input type="text"/>

Base Monthly Bundled Rental Payment	<input type="text"/>
Value Added Tax	<input type="text"/>
Total Monthly Bundled Rental Payment (Incl VAT)	<input type="text"/>
Day of the Month to be Withdrawn	<input type="text"/>

- A. **AUTHORITY GIVEN BY:** I/We hereby authorise Executive Mobility Financial Solutions (Pty) Ltd. to issue and deliver payment instructions to the Beneficiary bank for collection against my/our account at my/our bank on condition that the sum of such payment instructions will never differ from my/our obligations as agreed to in the Agreement. The individual payment instructions so authorised to be issued must be issued and delivered monthly on the date when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not differ as agreed to in terms of the agreement. The payment instructions so authorised to be issued must include an Agreement number. This number must be included in the said payment instruction. This number must enable you to identify the Agreement. I/We agree that the first payment instruction will be issued and delivered within 45 days of the Rental Agreement Date and thereafter regularly ACCORDING TO THE AGREEMENT. If however, the date of the payment instruction falls on a non-processing day (weekend or public holiday) I agree that the payment instruction may be debited against my account on the following business day.
- B. To allow for tracking of dates to match with the flow of Credit at no additional cost to myself. I authorize the originator to make use of the tracking facility as provided for in the EDC system at no additional cost to myself. Subsequent payment instructions will continue to be delivered in terms of this authority until the obligations in terms of the Agreement have been paid. This authority may be cancelled by me/us by giving you 30 clendar days written notice.
- C. **MANDATE:** I/We acknowledge that all payment instructions issued by you shall be treated by my/our abovementioned bank as if the instructions had been issued by me/us personally. I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force if such amounts were legally owing to you.
- D. **CANCELLATION:** I/We agree that although this authority and mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We also understand that I/we cannot reclaim amounts which have been withdrawn from my/our account (paid) in terms of this authority and mandate if such amounts legally owed you.
- E. **ASSIGNMENT:** I/We acknowledge that this authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party.

Abbreviated Short Name as registered with the Acquiring Bank: PMR1.EMFS

Initial _____

ADDENDUM 3 – DELIVERY AUTHORIZATION AND ACKNOWLEDGMENT

Rentee Name	<input type="text"/>		
Rentee Address	<input type="text"/>		
Rental Agreement Date	<input type="text"/>	Contract Number	<input type="text"/>
Vehicle Rental Details			
Description of Vehicle	<input type="text"/>		
Year	<input type="text"/>	VIN	<input type="text"/>
<hr/>			
Delivering Dealer	<input type="text"/>		
Dealership Address	<input type="text"/>		
Odometer Reading at time of Delivery	<input type="text"/>	Rentee Initials	<input type="text"/>
<hr/>			

Executive Mobility Financial Solutions (Pty) Ltd. has authorized the "Delivering Dealer" to deliver to the Rentee the vehicle described above. The vehicle delivery will familiarise the Rentee with all the aspects of the vehicle they have rented as well as all the offerings of the "Delivering Dealer" and the brand. In addition to the functionality of the vehicle, the "Delivering Dealer" will explain the required service and maintenance required on the vehicle.

FOR THE RENTEE:

1. I/We have taken delivery of the specified vehicle and I/We have found the vehicle to be in good working order and condition, to my entire satisfaction and according to my specifications / requirements.
2. I have compared the engine number, serial number and registration numbers indicated above with the engine number, serial number and registration numbers on the vehicle being rented and confirmed they agree with each other.
3. I have received a copy of my Rental Agreement
4. I am aware of the terms and conditions contained in the Rental Agreement and any questions have been explained thoroughly and to my satisfaction.
5. The odometer reading on the vehicle at time of delivery has been recorded and agreed to by myself/ourselves and indicated by my/our initials.

DELIVERY AUTHORIZATION AND ACKNOWLEDGEMENT

Delivery of the above-described vehicle has been made by the "Delivering Dealer" as indicated by the authorised signature below.

Signed: _____ Date: _____ Delivering Dealer _____

The above-described vehicle has been Received by the Rentee as indicated by the authorised signature(s) below.

Signed: _____ Date: _____

Initial _____

ADDENDUM 4 – CONSENT TO PROCESS PERSONAL INFORMATION

1. This consent to Process Personal Information must be obtained by all new and existing Clients, Suppliers, and Third Parties, whose personal information is processed by Executive Mobility Financial Solutions (Pty) Ltd. ("EMFS")
2. EMFS has published and maintains its Privacy Policy on their website and can be viewed at any time (<https://emfs.co.za/privacy/>)

Rentee Name

ID Number

Rentee Address

I/We the signatories to this Agreement, herewith:

- Consents to the collection, receipt, recording, organization, collation, storage, updating, modification, retrieval, use, destruction, transferring, and any other forms of processing of Personal Information about myself or the entity (whom I duly represent), more specifically in accordance with the conditions contained in the aforementioned Privacy Policy; and
- Guarantee that I am duly authorized to provide such consent where I sign this consent in a representative capacity and will I be held personally liable for any damage that may be incurred as a result of not being duly authorized to do so. I further indemnify EMFS against such losses or damages in such event; and
- Record that the nature, source, purpose, and scope of the processing of said information, as set out in the aforementioned Privacy Policy, (which I have read, understood) provided me with adequate information in order to make an informed decision in respect of my consent; and
- Record that I understand that the processing of the said information is mandatory to the extent that it is necessary to enable the entity to conduct the business in accordance with acceptable standards of accounting and in accordance with legislation, more specifically the legislation specifically referred to in the aforementioned Privacy Policy. Failure to provide the required information will result in the entity not being able to engage in any business or other relationship with myself or the entity I represent; and
- Consent to the transferring of said personal information to third-party processors as well as the trans-border transfer thereof in accordance with the provisions of the aforementioned Privacy Policy or to such other extend that may be necessary by the entity to properly perform in terms of the agreement entered into with myself or the entity I represent; and
- Record that I am aware of my right to access, to rectify, and to object to the processing of my personal information and/or to lodge a complaint to the Information Regulator, the details of which is contained in the aforementioned Privacy Policy; and
- Consent to the non-compliance with Section 18(1) in as far as the aforementioned Privacy Policy does not contain the required condition of processing of my Personal Information.

Initial _____

ADDENDUM 5 – DEED OF SURETYSHIP

Surety Name

ID Number

Surety Address

Email Address

In favour of Executive Mobility Financial Solutions (Pty) Ltd. ("The Rentor")

Suretyship provided for rental agreement dated

Entered into by

("The Rentee")

I, the undersigned,

1. Do hereby interpose and bind myself unto and in favour of the Rentor, its successors in title and assigns, as surety in solidum for and as joint and several co-principal debtor with the Rentee for the payment by the Rentee of all amounts that are or which may become due and owing by the Rentee to the Rentor in terms of their Rental Agreement ("the Debt") and for the due and faithful performance by the Rentee of all the Rentee's obligations of every nature, which the Rentee may now or in the future be obliged to perform;
2. I further undertake as surety and co-principal debtor the obligation to procure that all obligations of whatever nature, financial and otherwise, owed by the Rentee to the Rentor are discharged when due.
3. My liabilities hereunder shall in no way be affected or diminished if the Rentor either now or in the future obtains additional suretyships, guarantees or securities whether real or personal, in respect of the debts and/or obligations of the Rentee.
4. This suretyship and undertaking shall be a continuing covering security for any present or future indebtedness of the Rentee to the Rentor in respect of the Rental Agreement and shall remain in force and effect, notwithstanding any fluctuation in or even the temporary extinction of such indebtedness. This deed of suretyship cannot be revoked and shall remain in full force and effect until -
 - 4.1. all monies owing by the Rentee to the Rentor in terms of the said agreement or as a result of his breach, have been paid;
 - 4.2. all the other obligations of the Rentee under or arising from the said agreement have been fulfilled;
5. The Rentor shall be entitled, without reference or notification to me and without affecting its rights hereunder and without releasing me hereunder, to take whatever steps it deems fit against the Rentee, to release other securities and/or sureties and/or grant the Rentee extensions of time for payments and/or compound or to make any other arrangements with the Rentee for the discharge of the Rentee's indebtedness. Any leniency or extension of time which may be granted to the Rentee, or a variation or alteration of the said agreement or future agreement between the Rentee or the Rentor shall not be construed as a waiver of any of the Rentor's rights or claims against me hereunder or as a novation of any claim and shall in no way release me from my liabilities hereunder;
6. In the event of the Rentee being sequestrated, placed under debtors administration, liquidated or placed under business rescue, whichever is applicable (whether provisionally, finally, compulsorily or voluntarily), the Rentor shall be entitled to accept any dividend on account and in reduction of the Rentee's indebtedness without prejudice to its rights against me, which rights shall further not be prejudiced by its acceptance of any other securities, guarantees or suretyship arising out of such order or by its acceptance of any offer of compromise made by or on behalf of the Rentee, whether then under an insolvency or administration order, or otherwise;
7. I hereby agree and declare that all acknowledgements of indebtedness and admissions by the Rentee to the Rentor or to a court, liquidator, trustee or business rescue practitioner shall be binding on me;
8. For the purpose of any action against me for provisional sentence in South Africa or for identical or similar relief in any other place, a certificate by the Rentor's accountant as to the amount owing by the Rentee to the Rentor and of the fact that the due date for payment of the same has arrived shall be sufficient and satisfactory proof of the facts therein stated until the contrary shall have been proved;
9. I hereby renounce the benefits of the legal exceptions "non causa debiti", "errore calculi", "excussio", "division", "de duobus vel pluribus reis debendi", "no value received" and "revision of accounts" the meaning and effect of all of which I declare myself to be fully acquainted;
10. I hereby agree and consent that the Rentor shall, at its option, be entitled to institute any legal proceedings which may arise out of or in connection with this deed of suretyship in any Magistrate's Court having jurisdiction, notwithstanding the fact that the claim or value of the matter in dispute might exceed the jurisdiction of such Magistrate's Court. This shall not affect the Rentor's right to proceed in the High Court at its election where the High Court has jurisdiction;
11. I hereby choose domicilium citandi et executandi at the address set out above at which address all notices and communications may be addressed to me and all notices addressed to us at the said address and dispatched by prepaid registered post shall be deemed to have reached me four days after the date of posting;
12. I confirm at my own risk that prior to signing this suretyship, I did take appropriate legal advice, or alternatively at my own risk I waived the opportunity to do so. I confirm further that I have signed this suretyship of my own free will and accord and in the absence of any duress or undue influence from the Rentor or the Rentee.

SIGNED AT _____ ON _____

SURETYSHIP

Initial _____

**ADDENDUM 6 – CONSENT TO PROCESS PERSONAL INFORMATION
SURETYSHIP**

1. This consent to Process Personal Information must be obtained by all new and existing Clients, Suppliers, and Third Parties, whose personal information is processed by Executive Mobility Financial Solutions (Pty) Ltd. ("EMFS")
2. EMFS has published and maintains its Privacy Policy on their website and can be viewed at any time (<https://emfs.co.za/privacy/>)

Surety Name

ID Number

Surety Address

I/We the signatories to this Agreement, herewith:

- Consents to the collection, receipt, recording, organization, collation, storage, updating, modification, retrieval, use, destruction, transferring, and any other forms of processing of Personal Information about myself or the entity (whom I duly represent), more specifically in accordance with the conditions contained in the aforementioned Privacy Policy; and
- Guarantee that I am duly authorized to provide such consent where I sign this consent in a representative capacity and will I be held personally liable for any damage that may be incurred as a result of not being duly authorized to do so. I further indemnify EMFS against such losses or damages in such event; and
- Record that the nature, source, purpose, and scope of the processing of said information, as set out in the aforementioned Privacy Policy, (which I have read, understood) provided me with adequate information in order to make an informed decision in respect of my consent; and
- Record that I understand that the processing of the said information is mandatory to the extent that it is necessary to enable the entity to conduct the business in accordance with acceptable standards of accounting and in accordance with legislation, more specifically the legislation specifically referred to in the aforementioned Privacy Policy. Failure to provide the required information will result in the entity not being able to engage in any business or other relationship with myself or the entity I represent; and
- Consent to the transferring of said personal information to third-party processors as well as the trans-border transfer thereof in accordance with the provisions of the aforementioned Privacy Policy or to such other extent that may be necessary by the entity to properly perform in terms of the agreement entered into with myself or the entity I represent; and
- Record that I am aware of my right to access, to rectify, and to object to the processing of my personal information and/or to lodge a complaint to the Information Regulator, the details of which is contained in the aforementioned Privacy Policy; and
- Consent to the non-compliance with Section 18(1) in as far as the aforementioned Privacy Policy does not contain the required condition of processing of my Personal Information.

SIGNED AT _____ ON _____

SURETYSHIP

Initial _____