

MEMORANDUM OF AGREEMENT

(Hereinafter referred to as “the agreement”)

Entered by and between:

Lukas Endeavours (PTY) LTD, trading as **Veloce** Registration Number: 2018 / 394846 / 07, a private limited company duly registered and incorporated under the Company Laws of the Republic of South Africa, herein represented by Bradley Luke Osner, duly authorised and warranting such authority (hereinafter referred to as “**Rental Agency**”).

AND

_____ (Name), Identity Number: _____, with physical address at _____ (hereinafter referred to as the “**Owner**”).

OR

_____(PTY) LTD, trading as _____ Registration Number: _____, a private limited company duly registered and incorporated under the Company Laws of the Republic of South Africa, herein represented by _____, duly authorised and warranting such authority (hereinafter referred to as the “**Owner**”).

(The Rental Agency and the Owner are hereinafter collectively referred to as “**the Parties**”)

WHEREAS the Owner is registered owner of the vehicle, being a _____ (make)
_____ (model) _____ VIN Number _____ Engine Number (***“the Vehicle”***).

WHEREAS the Parties have agreed that the retail value of the Vehicle is R_____ (***“Retail Value”***).

WHEREAS the Parties have agreed that the Owner will consign the Vehicle to the Rental Agency and the Rental Agency has agreed to accept the Vehicle for purposes of leasing of the Vehicle to third parties sourced and secured by the Rental Agency (***“the Owner Rental”***).

NOW THEREFORE, the Parties agree the terms recorded hereunder to govern the relationship between the Parties:

1. The Owner entrusts the Vehicle to the Rental Agency and gives the Rental Agency unequivocal consent and permission to rent the Vehicle out to third parties for private purposes (the ***“Renter”***).
2. The Rental Agency will ensure that all third parties that are interested in renting the vehicle are vetted extensively by the Rental Agency in terms of the Rental Agency’s processes and procedures (***“Vetting Process”***).
3. Insofar as the Owner requires the results of the Vetting Process, same shall be provided to the Owner on request having been received by the Rental Agency from the Owner. Any and all documentation provided to the Owner will be strictly private and confidential, and restricted in terms of the requirements of the POPI Act, and in particular the terms and conditions concluded between the Rental Agency and the Renter.
4. The Owner accepts that the Rental Agency has determined in its sole discretion the respective parameters and limits of its Vetting Process which are acceptable to the Rental Agency.
5. There is no restriction placed on the Rental Agency in marketing the Vehicle through any marketing platforms utilised by the Rental Agency at the time of conclusion of the MOA by the last person signing (***“Signature Date”***) and/or new marketing platforms elected by the Rental Agency (whether electronic or physical marketing strategies).

6. The manner in which the vehicle is handed over from the Owner to the Renter shall be determined as per this MOU, where if required, the cost of the concierge service to collect and drop off the vehicle shall be shared evenly between the Rental Agency and the Owner.
7. All marketing initiatives and strategies will be designed to maximise the rental potential of the Vehicle geared at and attracting Renters for the Vehicle.
8. Notwithstanding the terms and conditions concluded between the Rental agency and the Renter, the daily rental of the Vehicle to the Renter will include 150 km's/day. Additional km's will be charged to the Renter at the rate of 0.5% the daily rental rate of the vehicle.
9. The nett rental revenue received from any and all rental(s) in respect of the Vehicle will be split 60% / 40% between the Owner and the Rental Agency respectively after the cost of VAT, the Rental agency will absorb all costs relating to post rental valet, marketing and administration. The owner will absorb the cost of pre rental valet. The Owner will receive payment of the Owner share of the nett rental amount at the end of the month (the end of the month in which the last day of rental of the Vehicle comes to an end), or at any such earlier time, which will be in the sole discretion of the Rental Agency, subject at all times to the Rental Agency having been paid.
10. The Rental Agency shall have the sole discretion to offer discounts and specials to Renter(s) on an *ad hoc* basis, in accordance with but not limited to its usual business practices and marketing strategies and initiatives as well as longer term rentals and fostering of business relationships Renter(s).
11. The Owner will be responsible for ensuring compliance with all maintenance of the Vehicle, in particular and insofar as applicable ensuring that the Owner complies with manufactures warranties as well as maintenance and/or service warranties/plans and/or both, which includes manufacturer, dealer and any other third party warranties and plans in respect of the Vehicle (which will be disclosed to the Rental Agency as at Signature Date, together with providing copies of the relevant documentation in relation thereto), insofar as applicable if the Vehicle is still subject to and covered under the said warranties and/or plans.
12. Insofar as the Vehicle is not covered by a manufacture, dealer or any other third-party warranties and plans as recorded in 8 above, the Owner shall be responsible for all costs

incurred in the maintenance of the Vehicle, in particular fair wear and tear, including but not limited to servicing of the Vehicle, replacement of tyres, brakes, clutches and any other fair wear and tear items on the Vehicle).

13. The Owner indemnifies and holds the Rental Agency harmless against any damages sustained to the Vehicle as a result of the Owner's failure to comply with and adhere to the terms recorded in 8 and 9 above. This includes loss of profits and indirect or consequential losses suffered by the Owner.
14. The Rental Agency is responsible for repairing and or making good on any accidental damages to the Vehicle not including damage related to wear and tear or pre-existing damage.
15. The Rental Agency concludes a comprehensive rental agreement with the Renter of the Vehicle, and this contains the necessary safeguard and protective mechanisms relating to damages to the Vehicle and /or loss and /or theft of the Vehicle by the Renter.
16. The Owner has no claim against the Rental Agency for any damages whatsoever in respect of the time taken for the repairs of the Vehicle to be completed and/or the necessary insurance claim process to be completed in respect of a loss and / or theft of the Vehicle. This includes but is not limited to any loss in revenue by the Owner during this period.
17. The Rental Agency will comprehensively insure the Vehicle with the Rental Agency's insurance underwriters ("***the Insurers***") for Retail Value for the duration of a rental period and/or extended rental period. The Retail Value will need to be adjusted in accordance the insurance assessments from time to time, in particular insofar as there are repeated rentals of the Vehicle over an extended period of time.
18. The maximum liability in respect of the Vehicle will be Retail Value insofar as a Vehicle is stolen and/or the losses and /or damages to the Vehicle are assessed by the Insurers to be uneconomical to repair. The Owner's claim will be against the Insurers insofar as the maximum liability is concerned.
19. The Owner shall comply with all formalities and do all that is necessary and required of the Insurers to initiate an insurance claim and all that is necessary and required to complete the

insurance claim process. The Rental Agency will be engaged in the process and provide any and all assistance during the insurance claim process.

20. In the event of any shortfall in any pay out from the Insurers, the Rental Agency accepts no liability in this regard and the Owner accepts and acknowledges that the Owner will have no claim against the Rental Agency for any shortfall and/or any other reduction in the pay-out received from the Rental whatsoever.
21. In respect of accidental damages to the Vehicle, the same principles as contained in 15 and 16 above shall be applicable and are to be read together with 13 above. The Rental Agency will be responsible for the insurance excess for events recorded above, which will be recovered from the deposit held by the Rental Agency from the Renter.
22. Any additional liabilities incurred by the Renter not adhering to the terms and conditions of his/her and/or its (in the event of a juristic person) rental contract concluded with the Rental Agency shall be deemed to sole liability of the Renter as provided for in the Rental Agreement concluded between the Rental Agency and the Renter.
23. In respect of the additional liabilities incurred by the Renter as recorded in 19, the Owner shall have no claim against the Rental Agency in this regard, in particular if the Rental Agency is not in a position to enforce its claim against the Renter. In addition, the terms of 13 shall be applicable to any such additional liabilities insofar as the time it takes for the Rental Agency to enforce the terms and conditions of the rental agreement concluded between the Rental Agency and the Renter.
24. The Rental Agency will be responsible for traffic fines incurred on the Vehicle during the term of the rental agreement concluded between the Rental Agency and the Renter. The Rental Agency's liability in this regard is limited to the traffic fine amount. The Rental Agency accepts no liability or responsibility in respect of any additional penalties incurred as a result of the Owner failing to timeously provide a copy of the traffic fine to the Rental Agency.
25. The Owner acknowledges and accepts that it will have no claim against the Rental Agency in respect of any losses and/or damages sustained as a result of the Vehicle being confiscated and/or impounded by the relevant authorities as a result of more serious traffic violations by the Renter.

26. The Rental Agency will do everything within reason to assist in the recovery the Vehicle and/or have the Vehicle released from the relevant authorities, but ultimately it is the responsibility of the Renter to recover the Vehicle and/or have the Vehicle released from the relevant authorities.
27. The Owner shall not at any time during the rental period concluded between the Rental Agency and the Renter be entitled to cancel this agreement for whatsoever reason, and the terms of this agreement shall be binding on the Owner's estate, heirs, and assigns.

GENERAL

28. No addition to, variation, novation and/or amendment or agreed cancellation of this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties, if signed on behalf of the Parties, signed by duly authorised representatives of either Party, as the case may be.
29. Any provision of this agreement found or held to be invalid, unlawful, or unenforceable, shall be severable from the remaining terms of this agreement, and treated as *pro non scripto*. The remaining provisions of this agreement shall remain valid and enforceable. The Parties agree to meet and review the matter and if any valid, lawful, and enforceable means are reasonably available to achieve the same object as the invalid, unlawful or unenforceable provision, to negotiate and agree to adopt such means by way of variation and/or amendment in good faith.
30. The Rental Agency may cede, delegate, or assign any of its rights or obligations under this agreement without the prior written consent first being obtained, from the Owner. For the purposes hereof, such cession, delegation or assignment will include, without limitation, a merger, sale of assets or business, or other transfer of control by operation of law or otherwise
31. This agreement is governed according to the laws of the Republic of South Africa.
32. This agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter

33. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement, and or any other agreement referred to herein. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
34. The Parties record that they have not been induced to enter into, or been influenced in entering, into this Agreement by any undertaking, warranty, representation, or statement not recorded in this agreement. Nothing in this clause shall limit or exclude any liability for fraud.
35. No Party shall be liable for any default or delay in the performance of its obligations under this agreement if and to the extent (i) such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, rebellions or revolutions in any country or any other cause beyond the reasonable control of such Party; and (ii) the non-performing Party is without fault in causing such default or delay, and (iii) such default or delay could not have been prevented by reasonable precautions, and (iv) such default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means.
36. This agreement may be executed in any number of counterparts and by the different Parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement

Signed at _____ on this the ___ day of _____ 20__

Witness:

for: The Rental Agency

1.

.....

Name: _____

Designation:

duly authorised and warranting such authority

Signed at _____ on this the ___ day of _____ 20__

Witness: The Owner

1.

Name: _____

OR

Signed at _____ on this the ___ day of _____ 20__

Witness: For: The Owner

1.

Name: _____

Designation:
duly authorised and warranting such authority