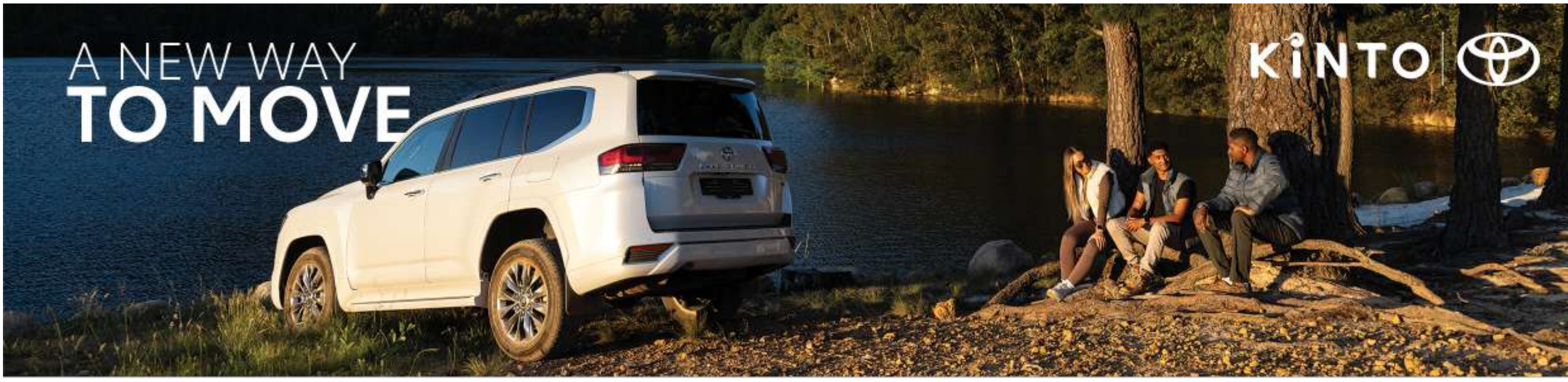

1. **KINTO MASTER TERMS**

The Parties to the Agreement are as detailed in the Master Rental Agreement concluded between the Parties. The Master Rental Agreement incorporates these KINTO Master Terms which specify the terms and conditions which regulate the Parties relationship going forward, including the terms and conditions of any Vehicle Order or Schedule or other document concluded pursuant to the Agreement (each of the Agreement, any Schedule, any Vehicle Order, any suretyship given for the obligations of the Customer or other document designated in writing as a Transaction Document between the Customer and KINTO, each such document being a "**Transaction Document**").

2. **INTERPRETATION**

2.1 **In the Agreement, unless inconsistent with or otherwise indicated by the context –**

2.1.1 "**Accessory**" means, in relation to a Vehicle, any non-standard item which is not fitted in such Vehicle at the time of the manufacture of that Vehicle (including but not limited to an air conditioner, a radio or a towbar) and which is specified in the Schedule relating to that Vehicle;

2.1.2 "**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person, or any other Subsidiary of that Holding Company;

2.1.3 "**Agreement**" means the Master Rental Agreement which incorporates these KINTO Master Terms into the Master Rental Agreement by reference thereto, including all annexures to the KINTO Master Terms. Should you have entered into the Master Rental Agreement electronically, you are advised that according to law, the Agreement is deemed to have been entered into at the registered business premises of KINTO;

2.1.4 "**Amended Schedule**" means any Initial Schedule which is subsequently amended in writing and Signed by the Parties;

2.1.5 "**Authorised Supplier**" means a "dealer", "dealership", "supplier", "service provider", "workshop" or "panel beater" or similar terms appointed by the Manufacturer or importer of a Vehicle or, if not appointed by the Manufacturer or importer contracted by KINTO to supply Service and Repairs for a Vehicle;

2.1.6 "**Business Day**" means a day which is not a Saturday, Sunday or South African public holiday;

2.1.7 "**Companies Act**" means the Companies Act, 2008, including all regulations promulgated under that Act;

2.1.8 "**Contract**" means, in relation to a specific Vehicle, the terms and conditions applicable to the specific Vehicle, including the Contract Period and Contract Kilometers, and all other matter(s) applicable to the specific Vehicle, which are contained in the Schedule relating to such Vehicle and are subject to the overarching application of the Agreement and can include either an FMR Contract or an OR Contract;

2.1.9 "**Contract Kilometers**" means, in relation to a Vehicle, the kilometer distance specified in the Schedule relating to such Vehicle;

2.1.10 "**Contract Period**" means, in relation to a Vehicle, the period specified in the Schedule relating to such Vehicle, as determined from the relevant Schedule Commencement Date, expressed in completed calendar months;

2.1.11 "**Contract Usage**" means, in relation to a Vehicle, the Contract Kilometers divided by the Contract Period, expressed as kilometers to be driven per month;

2.1.12 "**Contract Usage Parameters**" means, Contract Usage during any Contract Usage Period and the purpose for which a Vehicle is used as specified by the Customer in the Vehicle Order, including industry, intended vehicle usage and road usage;

2.1.13 "**Contract Usage Period**" means, in relation to a Vehicle, each period of one month during the Contract Period of that Vehicle;

2.1.14 "**Customer**" means the natural or juristic person whose details are set out in the title page of the Master Rental Agreement, and includes any person, employee or entity to which the Customer has delegated authority to act on the Customer's behalf, and the signature of any such person or entity shall be binding on the Customer, and KINTO shall not be obliged to enquire into the authority of any such signatory;

2.1.15 "**Customer Accessories**" any non-standard accessories fitted by the Customer and which are not referred to in the Schedule;

2.1.16 "**Data Protection Legislation**" means any and all laws. including, without limitation, regulations, directives, professional rules or any other requirements of government or any government agency, body or authority, or any regulatory or court, pertaining or relating to the protection or confidentiality of data or of Personal Information, including POPIA and its regulations the Promotion of Access to Information Act 2 of 2000, the Electronic Communications and Transactions Act 25 of 2002, the Consumer Protection Act 68 of 2008 and the Cybercrimes Act 19 of 2020;

2.1.17 "**Data Subject**" means the person to whom Personal Information relates;

2.1.18 "**Default**" means:

(a) an Event of Default; or

(b) any event or circumstance specified in Clause 17 (Event of Default and Cancellation) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Agreement or any combination of any of the foregoing) be an Event of Default;

2.1.19 "**Delivery**" means the physical delivery of a Vehicle to and acceptance thereof by the Customer after it has been inspected as set out in Clause 4.5 and accepted by the Customer or it's designated authorised representative and Delivered shall be construed accordingly;

2.1.20 "**Delivery Date**" means the date on which Delivery takes place;

2.1.21 "**Delivery Note**" means the document Signed by the Customer or any person authorised by the Customer evidencing Delivery of a Vehicle to the Customer and acceptance thereof;

2.1.22 "**Early Termination**" means the termination of the Agreement and/or a Schedule as a result of an Event of Default, Voluntary Surrender, Repossession or by mutual agreement, prior to the Expiry Date in relation to a Vehicle;

2.1.23 "**Early Termination Date**" means the date on which the Early Termination occurs;

2.1.24 "**Early Termination Fee**" means, in relation to a Vehicle which is the subject of an Early Termination, an amount which is;

(a) 35% of the aggregate amount of the Monthly Rentals in respect of that Vehicle that would have remained payable from the Early Termination Date to the Expiry Date had Early Termination not occurred;

(b) plus any applicable Excess Kilometer Fee, Make Good Charges, an administration fee and other outstanding amounts in respect of that Vehicle incurred up to the Early Termination Date, plus VAT;

2.1.25 "**Event of Default**" means any event or circumstance specified in Clause 17 (Event of Default and Cancellation);

2.1.26 "**Excess Kilometer Fee**" means, in relation to a Vehicle, the amount payable by the Customer to KINTO in respect of each Excess Kilometer travelled by such Vehicle, which charge is specified in the Schedule relating to such Vehicle, plus VAT at the statutory rate as set in section 7(1) of the VAT Act and relevant regulations, where necessary;

2.1.27 "**Excess Kilometers**" means, in relation to a Vehicle during any Contract Usage Period, the number of kilometers travelled by such Vehicle in excess of the Contract Usage;

2.1.28 "**Excess Payment**" means the amount that is payable by the Customer if a Customer elects the benefits of KINTO Protect in the event of an accident or incident occurring in respect of a Vehicle, provided that such claim is accepted by KINTO Protect;

2.1.29 "**Expiry Date**" means, in relation to a Vehicle, the expiry date as specified in the Schedule relating to that Vehicle;

2.1.30 "**Fair Wear and Tear**" with reference to Clause 15.3.2 of these KINTO Master Terms means, in respect of a Vehicle, the degree of deterioration when that Vehicle is returned to KINTO having regard to Annexure 2 (Fair Wear and Tear Examples – Toyota and Lexus and HINO) but excludes the items listed in Clauses 15.3.2(a) to 15.3.2(g) of these KINTO Master Terms;

2.1.31 "**FICA**" means in terms of Section 21 and 22 of the Financial Intelligence Centre Act (FICA), 38 of 2001, and the Regulations thereto, (Know Your Customer or KYC process), KINTO is required to ensure that it has received, verified and recorded/updated the Customer's details correctly;

2.1.32 "**FMR Contract**" means a FMR Fixed Contract or a FMR Variable Contract;

2.1.33 "**FMR Fixed Contract**" means a Contract which is not subject to adjustment of rental due to changes in interest rates. If you have selected the full maintenance fixed monthly rental contract option in the quotation then the resulting contract will be a full maintenance fixed monthly rental contract, subject to your adherence to the Contract Usage Parameters;

2.1.34 "**FMR Variable Contract**" means a Contract which is subject to adjustment of rental due to changes in interest rates. If you have selected the full maintenance variable rental option in the quotation, then the resulting Contract will be for a full maintenance variable monthly rental contract linked to the Prime Rate subject to interest rate fluctuations and your adherence to the Contract Usage Parameters;

2.1.35 "**Holding Company**" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;

2.1.36 "**Information Regulator**" means the Information Regulator (South Africa)

2.1.37 "**Initial Schedule**" means, each document entitled "Schedule" in such form as issued by KINTO in respect of the specific Vehicle/s listed in that schedule and rented by KINTO to the Customer denoting, amongst others, the Contract pertaining to the specific Vehicle/s, including the Contract Kilometers, Contract Period, Contract Usage, the Contract Usage Parameters and the description and identification of that/those Vehicle/s;

2.1.38 "**Intellectual Property**" means the intellectual property of a Party, whether registered or not, including but not limited to trademarks, patents, copyright, know how, business processes and the like;

2.1.39 "**KINTO**" means KINTO South Africa (Proprietary) Limited a company duly incorporated in South Africa with Registration Number: 2022/256006/07, with registered address at Stand 1, Wesco Park, Old Pretoria Road, Sandton, herein after referred to as KINTO or we;

2.1.40 "**KINTO Master Terms**" means the terms and conditions set out in this document;

2.1.41 "**KINTO Protect**" means the KINTO Protect product feature, whereby a Customer may elect to receive the benefits of KINTO Protect as referred to in clause C of the Master Rental Agreement to which the KINTO Protect Terms and Conditions will apply;

2.1.42 "**KINTO Protect Terms and Conditions**" means clause C of the Master Rental Agreement and these KINTO Master Terms, including the terms and conditions set out in Annexure 1 (KINTO Protect) of these KINTO Master Terms;

2.1.43 "**Liability**" means the liability of the Customer to compensate KINTO for loss, costs and damages to or in respect of the Total Loss of a Vehicle as contained in Clause 13 (Liability of Customer for costs, loss, damages to, or Total Loss of Vehicle) of these KINTO Master Terms, or upon forfeiture of the benefits under KINTO Protect as contained in Clause 13.5 resulting in payment of the Liability Charge by the Customer upon demand from KINTO as contained in Clause 13.6.2, and Annexure 1 (KINTO Protect) of these KINTO Master Terms and clause C of the Master Rental Agreement;

2.1.44 "**Liability Charge**" means the amount or amounts which the Customer is liable to pay to KINTO upon demand for loss, costs and damages to or Total Loss of a Vehicle, plus VAT, as contained in clause C of the Master Rental Agreement, Clause 13 (Liability of Customer for costs, loss, damages to, or Total Loss of Vehicle) and Annexure 1 (KINTO Protect) of these KINTO Master Terms, including but not limited to the outstanding capital value of that Vehicle taking into account the Contract Usage, the Contract Usage Parameters plus the applicable Excess Kilometer Fee, towing charges, storage fees, release fees, legal fees, Make Good Charges, inspection fees, an administration fee, interest and other outstanding amounts in respect of that Vehicle incurred up to the date of the incurrence of the Liability;

2.1.45 "**Make Good Charges**" means, in respect of a Vehicle, the cost of placing that Vehicle in a Fair Wear and Tear condition, plus VAT;

2.1.46 "**Manufacturer**" means the manufacturer, importer or distributor of a specific Vehicle or Accessory;

2.1.47 "**Master Rental Agreement**" means the document entitled "Master Rental Agreement" into which these KINTO Master Terms are incorporated by reference;

2.1.48 "**Material Adverse Effect**" means a material adverse effect or a material adverse change in:

(a) the consolidated financial condition, assets or business of the Customer;

(b) the ability of the Customer to perform and comply with obligations under any Transaction Document to which it is a party;

(c) the ability of any Surety Entities to perform and comply with their obligations in terms of any Transaction Document which it is a party to; or

(d) the legality, validity or enforceability of any of any Transaction Document or the rights or remedies of KINTO under any of the Transaction Documents;

2.1.49 "**Material Breach**" means any provision of the Agreement which is specified to give rise to a material breach of the Agreement;

2.1.50 "**Monthly Rental**" means the monthly rental amount payable by the Customer to KINTO as specified in each Schedule in respect of each Vehicle in that Schedule plus VAT;

2.1.51 "**Odometer**" means an instrument fitted to a Vehicle for the purposes of, inter alia, measuring distances travelled by that Vehicle, or any other measuring device which performs a similar function, and which has been approved by KINTO;

2.1.52 "**OEM Parts**" means the required original equipment manufacturer parts, being Toyota, Lexus or HINO as appropriate;

2.1.53 "**Operator**" means a party who Processes Personal Information for a Responsible Party in terms of a contract or mandate, without coming under the direct authority of that party;

2.1.54 "**OR Contract**" means an OR Fixed Contract or an OR Variable Contract;

2.1.55 "**OR Fixed Contract**" means an operating rental contract which excludes service and maintenance and is not subject to adjustment of rental due to changes in interest rates. If you have selected the fixed operating rental contract option in the quotation, then the resulting contract will be an operating fixed monthly rental contract, subject to your adherence to the Contract Usage Parameters;

2.1.56 "**OR Variable Contract**" means an operating rental contract which excludes service and maintenance and is subject to adjustment of rental due to changes in interest rates. If you have selected the variable operating rental contract option in the quotation, then the resulting contract will be for an operating variable monthly rental contract linked to the Prime Rate, subject to interest rate fluctuations and your adherence to the Contract Usage Parameters;

2.1.57 "**Order Cancellation Fee**" means the fee payable by the Customer on cancellation of a Vehicle Order for whatsoever reason prior to Delivery and such fee shall be an amount equal to the costs and/or losses incurred by KINTO or the Authorised Supplier, plus VAT;

2.1.58 "**Parties**" means KINTO and the Customer and Party shall mean any one of them;

2.1.59 "**Personal Information**" has the meaning given to it in POPIA;

2.1.60 "**POPIA**" means the Protection of Personal Information Act, 2013;

2.1.61 "**Prime Rate**" means the publicly quoted rate of interest per annum charged by The Standard Bank of South Africa Limited, from time to time at any relevant time, on monies advanced or credit provided on unsecured overdraft to corporate borrowers, being a nominal annual rate;

2.1.62 "**Privacy Policy**" means the privacy policy of KINTO which can be viewed on www.toyota.co.za/KINTO or www.lexus.co.za/KINTO or www.HINO.co.za/KINTO;

2.1.63 "**Private Individual Customer**" means any natural person which is a Customer;

2.1.64 "**Process**" means collect, receive, record, organise, collate, store, develop, update, modify, retrieve, alter, consult, use, disseminate or perform any other act or action, including any other act or action which may be treated or defined as Processing in terms of POPIA, and the word "Processed" or "Processing" shall have a corresponding meaning;

2.1.65 "**Repossession**" or "**Repossess**" means the process by which KINTO takes physical possession of a Vehicle in accordance with the terms of Clause 15 (Termination);

2.1.66 "**Responsible Party**" means the party who, alone or in conjunction with others, determines the purpose of and means for Processing Personal Information;

2.1.67 "**Sanctioned Entity**" means a person, country or territory which is listed on a Sanctions List or is subject to Sanctions; or a person which is ordinarily resident in a country or territory which is listed on a Sanctions List or is subject to Sanctions;

2.1.68 "**Sanctions**" means trade, economic or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, administered or enforced from time to time by any Sanctions Authority;

2.1.69 "**Sanctions Authority**" means the United Nations; the European Union; the Council of Europe (founded under the Treaty of London, 1946); the government of the United States of America; the government of the United Kingdom; the government of the Republic of France; the government of the Commonwealth of Australia; and the government of Switzerland, and any of their governmental authorities and agencies, including, without limitation, the Office of Foreign Assets Control for the US Department of Treasury (OFAC), the US Department of Commerce, the US State Department or the US Department of the Treasury, His Majesty's Treasury (HMT) and the French Ministry of Finance;

2.1.70 "**Sanctions List**" means the Specially Designated Nationals and Blocked Persons List maintained by OFAC; the European Union List of Designated Parties; the South African Police Service Consolidated List of UN Sanctioned Parties'; the United Nations Security Council List of Sanctioned Parties; and the Consolidated List of Financial Sanctions Targets and the Investments Ban List maintained by HMT, and any similar list maintained, or a public announcement of a Sanctions designation made, by any Sanctions Authority, in each case as amended, supplemented or substituted from time to time;

2.1.71 "**Schedule**" means an Initial Schedule as amended by an Amended Schedule;

2.1.72 "**Schedule Commencement Date**" means, in relation to a Vehicle, the date of commencement of the Agreement in respect of that Vehicle as specified in the Schedule relating to such Vehicle;

2.1.73 "**Security**" means a mortgage bond, notarial bond, cession in security, pledge, hypothec, lien, charge, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect but excluding statutory preference;

2.1.74 "**Service and Repairs**" means the provision of repair and maintenance services to a Vehicle by an Authorised Supplier;

2.1.75 "**Settlement Value**" of a Vehicle as at any date means the outstanding capital value of that Vehicle taking into account the Contract Usage and Contract Usage Parameters plus the applicable Excess Kilometer Fee;

2.1.76 "**Signature Date**" means the date the Master Rental Agreement is Signed by the Party signing last in time;

2.1.77 "**Signed**" means physically or electronically signed in terms of the Electronic Communications and Transactions Act, Act 25 of 2002 by the Parties to the Master Rental Agreement;

2.1.78 "**Subsidiary**" means, a subsidiary as defined in the Companies Act;

2.1.79 "**Surety Entity**" means any person who has signed a suretyship for the obligations of the Customer under the Transaction Documents;

2.1.80 "**SVR**" means the stolen vehicle recovery device fitted to a Vehicle as consented to by the Customer in terms of Clause 19 (Data Protection and Consents);

2.1.81 "**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

2.1.82 "**Telematics Unit**" refers to a factory fitted standard unit that provides vehicle telematics;

2.1.83 "**Territory**" or "**RSA**" means the Republic of South Africa;

2.1.84 "**Title Holder**" means the legal owner as registered in terms of the National Road Traffic Act, Act 93 of 1996, being KINTO;

2.1.85 "**Total Loss**" means a Vehicle which is lost, stolen or not recovered or considered Uneconomical to repair;

2.1.86 "**Transaction Document**" shall bear the meaning given thereto in Clause 0;

2.1.87 "**Uneconomical to repair**" shall be determined in accordance with Clause 13.10 to 13.12;

2.1.88 "**VAT**" means value added tax as provided for in the VAT Act, and any general service Tax or other Tax of a similar nature;

2.1.89 "**VAT Act**" means the Value-Added Tax Act, 89 of 1991, as amended;

2.1.90 "**Vehicle**" means any vehicle being any new and used Toyota /Lexus /HINO Light, Medium and Heavy commercial Vehicle included in a Schedule together with all standard and optional equipment and Accessories thereto as detailed in such Schedule, it being noted that a Schedule may include more than one Vehicle;

2.1.91 "**Vehicle Order**" means the Customer's instruction to KINTO, for the rental of a Vehicle or an offer to rent a Vehicle;

2.1.92 "**Voluntary Surrender**" means an arrangement whereby the Customer agrees with KINTO to return a Vehicle prior to the Expiry Date, which includes the surrender of that Vehicle and/or its keys to KINTO, and constitutes an Event of Default which entitles KINTO to exercise its rights under Clause 15 (Termination);

2.1.93 "**ZAR**", "**Rand**" or "**R**" means South African Rand, the lawful currency of South Africa.

2.2 **Interpretation**

2.2.1 Any reference to the singular includes the plural and *vice versa*.

2.2.2 Any reference to natural persons includes legal persons and *vice versa*.

2.2.3 Any reference to a gender includes the other gender.

2.2.4 The Clause headings in these KINTO Master Terms have been inserted for convenience only and shall not be considered when interpreting these KINTO Master Terms.

2.2.5 A reference made in these KINTO Master Terms to a Clause, Annexure or section, is a reference to a Clause, Annexure or Section of these KINTO Master Terms unless otherwise indicated.

2.2.6 The headings contained in KINTO Master Terms are for reference purposes only and shall not affect in any way the meaning or interpretation of KINTO Master Terms.

2.2.7 Whenever the words include, includes or including are used in a Transaction Document, they shall be deemed to be followed by the words without limitation.

2.2.8 The words hereof, herein and hereunder and words of similar import when used in a Transaction Document shall refer to the Agreement as a whole and not to any particular provision of a Transaction Document.

2.2.9 Words and expressions defined in any Clause or sub-Clause shall, for the purposes of the Clause of which that Clause or sub-Clause form part, bear the meaning assigned to such words and expressions in that Clause or sub-Clause.

2.2.10 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive Clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation Clause.

2.2.11 All terms defined in these KINTO Master Terms shall have the defined meanings when used in any Transaction Document or any certificate or other document issued, made or delivered pursuant to the Agreement unless expressly otherwise defined therein.

2.2.12 The rule of construction that, in the event of ambiguity, a contract shall be interpreted against the party responsible for the drafting thereof, shall not apply in the interpretation of any Transaction Document.

2.2.13 Where the day on or by which anything is to be done is a non-Business Day, it shall be done on or by the first Business Day thereafter and when any number of days is prescribed in a Transaction Document same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a non-Business Day, in which event the last day shall be the next succeeding Business Day.

2.2.14 Annexures to these KINTO Master Terms shall be deemed to have been incorporated herein and shall form an integral part hereof.

2.2.15 Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

2.2.16 A provision of law is a reference to that provision as extended, applied, amended or re-enacted, and includes any subordinate legislation.

2.2.17 A Default (other than an Event of Default) is continuing if it has not been remedied or waived and an Event of Default is continuing if it has not been waived.

2.2.18 In the Agreement and in any Transaction Document, unless otherwise expressly stated to the contrary in the Agreement or any Transaction Document or unless inconsistent with the context, any reference to:

(a) the **Customer**, **KINTO**, any **Surety Entity** or any Party or any other person shall be construed so as to include its successors in title, permitted cessionaries and permitted transferees to, or of, its rights and/or obligations under a Transaction Document;

(b) the **Agreement**, **Transaction Document** or any other agreement or instrument is a reference to that document or other agreement or instrument as amended, novated, supplemented, extended or restated;

(c) an **amendment** includes an amendment, supplement, novation, re-enactment, replacement, restatement or variation and amend will be construed accordingly;

(d) **assets** include businesses, undertakings, securities, properties, revenues or rights of every description and whether present or future, actual or contingent;

(e) **authority** includes any court or any governmental, intergovernmental or supranational body, agency, department or any regulatory, self-regulatory or other authority; and

(f) a **person** includes any individual, company, corporation, unincorporated association or body (including a partnership, trust, fund, joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality.

2.3 **Successors and Assigns**

2.3.1 The Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

2.3.2 References to a person are also to its successors and permitted assigns.

2.3.3 Save where expressly specified, the Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.

3. AGREEMENT TO RENT

KINTO rents to the Customer the Vehicle or Vehicles described in any Schedules issued from time to time as the case may be, in accordance with the terms and conditions of the Agreement.

4. DURATION OF AGREEMENT AND DELIVERY

4.1 The Agreement shall endure and apply to each Schedule until terminated in accordance with the provisions of Clause 15 (Termination).

4.2 Each Contract in respect of a Vehicle commences on the Schedule Commencement Date and shall remain in force for the Contract Period.

4.3 The Customer shall be entitled to terminate the operation of the Agreement and any Schedule issued in respect of any Vehicle prior to any relevant Expiry Date subject to the provisions of Clause 15 (Termination).

4.4 The Customer shall, at its own cost, take delivery of the Vehicles from an Authorised Supplier and shall hold the relevant Vehicles on behalf of KINTO for the duration of each applicable Contract Period.

4.5 The Customer shall inspect the Vehicles on behalf of KINTO by signing a Delivery Note confirming acceptance and suitability of the Vehicles for the Customer's purpose before taking Delivery and shall accept delivery on behalf of KINTO. The Customer acknowledges choosing a Vehicle from an Authorised Supplier and that KINTO is unaware of the purpose for which it has been chosen and is not responsible therefore.

4.6 The Customer shall not act as agent for KINTO except for the purposes of inspecting the Vehicles and accepting delivery thereof and KINTO hereby appoints the Customer to act as its agent for this limited purpose.

4.7 A Vehicle Order shall constitute an irrevocable instruction to KINTO to place an order for a Vehicle/s.

4.8 The Customer shall be liable for any Order Cancellation Fee which may arise.

4.9 KINTO shall complete an Initial Schedule in respect of each Vehicle ordered by and delivered to the Customer and shall deliver such Initial Schedule electronically or by hand to the Customer for electronic or physical signature, which the Customer is obliged to sign and return to KINTO. An Initial Schedule can include a single Vehicle or a number of Vehicles.

4.10 If any Initial Schedule is not returned duly Signed by the Customer to KINTO within 7 (seven) days of the Schedule Commencement Date, the Customer agrees that such Initial Schedule shall automatically be deemed correct and binding in all respects as if it had been duly Signed by or on behalf of the Customer and that the provisions of the Agreement shall apply thereto.

5. **PAYMENT, FEES, AND CHARGES**

5.1 **Monthly Rental**

5.1.1 The Customer shall pay to KINTO the Monthly Rental for the Contract Period as specified in the applicable Schedules plus VAT at the statutory rate in terms of the VAT Act, free of exchange and without deduction. In respect of any Vehicles Delivered during the course of a month, rental for that month such shall be pro-rated and included in the first invoice. The Monthly Rental for the month in which Contract expires, shall be due and payable on the 1st day of the month in which the Expiry Date occurs. Subject to return of the Vehicle on the Expiry Date, and payment of the Monthly Rental for the last month, KINTO shall refund to the Customer its pro-rata proportion of the Monthly Rental having regard to when the Vehicle is returned.

5.1.2 The Customer shall not be entitled to withhold payment of the Monthly Rental and/or any other fees, charges or amounts owed by the Customer to KINTO in terms of the Agreement for any reason whatsoever.

5.1.3 All amounts not paid when due shall bear interest at the Prime Rate plus 2% (two per cent), which amounts remain immediately due and payable.

5.1.4 Any unpaid fines shall be recoverable from the Customer together with an applicable administration fee, plus VAT.

5.1.5 The Customer shall, in respect of each Vehicle, be obliged to make the Monthly Rental due under the Agreement until such time as the relevant Vehicle is returned.

6. **MAXIMUM AND EXCESS KILOMETERS AND RELATED FEES**

6.1 The factory-installed Odometer on a Vehicle shall be used to determine the number of kilometers travelled by that Vehicle. Should the Odometer be unavailable or fail to function, and KINTO is required to calculate the Excess Kilometer Fee, the kilometers travelled during any period of failure shall be estimated by KINTO in its reasonable discretion. The Customer shall promptly notify KINTO in the event that the Odometer has ceased to function.

6.2 Should a Vehicle have exceeded the agreed Contract Usage specified for that Vehicle during the term of a Contract Usage Period or on the Expiry Date for whatever reason, the Customer shall pay KINTO the Excess Kilometer Fee.

6.3 The Customer shall provide KINTO with monthly Odometer readings in respect of each relevant Vehicle before the 10th working day of the following month. Each reading must reflect the total distance travelled in each Contract Usage Period. The Odometer readings must be submitted via email to operations@kinto-mobility.co.za. The Customer warrants the accuracy of all readings submitted.

6.4 If at any time during the term of a Contract, the kilometers travelled, as determined in accordance with Clause 6.1, exceed the pro rata monthly Contract Usage specified in the applicable Schedule by more than 10% (ten per cent), this will constitute a Material Breach under the Agreement.

6.5 If at any time during the period of the Agreement, the Odometer reading of a Vehicle exceeds the total Contract Usage during any Contract Usage Period or breaches the Contract Usage Parameters, this shall give rise to a Material Breach under the Agreement.

7. **CONTRACT REASSESSMENT POLICY**

The Customer may request KINTO to re-assess Vehicle Contracts in the event of a change in the utilisation of a Vehicle which results in a likely deviation from the Contract Usage or Contract Usage Parameters and KINTO may consent to such change in parameters in its sole discretion.

8. **REGISTRATION, LICENSE FEES, ROADWORTHY CERTIFICATES, FINES AND TARE WEIGHT CHARGES**

8.1 KINTO shall be responsible for the initial registration of the Vehicles and keep custody of the registration documents of the Vehicles and shall be the Title Holder of the Vehicles.

8.2 Except for the original license disc referred to in Clause 8.1 above, the Customer shall be responsible for the cost of and obtaining subsequent annual license renewals, and all other fees, fines and costs relating to the use of the Vehicles, and shall be obliged to affix subsequently issued license discs to the windscreen of the Vehicles.

8.3 The Customer acknowledges that it shall not be necessary for KINTO to prove that the Customer or his representative was driving a Vehicle at the time of any accident or incident and that the fact that the relevant Vehicle was under the control of the Customer will be sufficient proof of the liability of the Customer in this respect.

8.4 The cost of licensing for a HINO Vehicle, depending on the final tare weight of that HINO Vehicle, will be added to the Monthly Rental. The Customer acknowledges that at the quotation stage, such amount is an estimated amount, as the final amount will only be available once the HINO Vehicle has been weighed and registered.

9. **SERVICE AND REPAIRS – APPLICABLE ONLY TO FMR CONTRACTS**

9.1 Subject to the Customer delivering the Vehicles for Service and Repairs to an Authorised Supplier, KINTO shall pay for:

9.1.1 all maintenance and service tasks in respect of a Vehicle as recommended in that Vehicles' service booklet and the Manufacturer's guidelines, including the supply of engine oil, transmission oil and service products at the times specified in the service booklet;

9.1.2 all repairs required due to of Fair Wear and Tear; and

9.1.3 for the replacement of tyres limited to the number selected and contained in the relevant Schedule.

9.2 Notwithstanding Clause 9.1, KINTO shall not be liable for any other costs incurred in maintenance and operation of the Vehicles, all of which shall be for the account of the Customer and include but are not limited to the following:

9.2.1 damage caused as result of an accident, neglect, abuse, improper use of or handling of the Vehicles or force majeure;

9.2.2 the use in the Vehicles of oils, parts and other service products not approved by its Authorised Supplier;

9.2.3 the failure to have the Vehicles maintained timeously as per the Authorised Supplier's specifications;

9.2.4 persons other than Authorised Suppliers having performed work on the Vehicles;

9.2.5 repair of damaged glass, including windscreens, lenses, sealed beams, and mirrors;

9.2.6 repair to or maintenance of any item which was not fitted to the Vehicles by the Authorised Supplier unless specified in the Schedule;

9.2.7 cost of rust prevention, rust inspection, paint and trim preservation, body cleaning or treatment or engine cleaning, of minor damage to the paint, body, trim and related items not covered by the Manufacturer's warranty or attended to in the normal course of recommended periodical maintenance and services;

9.2.8 costs of and incidental to any Service and Repairs which are occasioned or partly occasioned by failure of the Customer to perform any obligation in terms of or referred to in the Agreement;

9.2.9 any alteration to the Vehicles;

9.2.10 recovery, towing, travelling and related costs;

9.2.11 all fuel consumed by the Vehicles;

9.2.12 any maintenance, service or repair costs incurred after expiry or termination of the Agreement;

9.2.13 all topping-up of lubricants between services;

9.2.14 the replacement of any part or item missing from the Vehicles;

9.2.15 carrying out of any modifications required by law; and

9.2.16 any other maintenance and repair which is carried out without KINTO written authorisation.

9.3 In compliance with road traffic regulations, the Customer shall fit the Vehicles with new tyres of the same make and specification as tyres originally supplied which KINTO shall pay for subject to the inclusion of such tyres in the Schedule. The Customer shall be responsible for the cost of all replacement tyres in excess of the number of tyres included in the Schedule, and shall return the Vehicles on termination with the tyres in a roadworthy condition.

9.4 If repairs and replacements are required to be effected to the Vehicles due to the misuse or abuse by the Customer of the Vehicles or breaching the Contract Usage Parameters, the Customer shall be liable for the full costs of such repairs and replacements which shall be paid directly to the relevant Authorised Supplier. Should the Customer dispute any claim of misuse or abuse, KINTO shall appoint a Relevant Expert in accordance with the provisions of Clause 31 (Expert Determination) to determine whether a Vehicle has been misused or abused resulting in repairs being required.

9.5 In respect of a Vehicle which is a HINO Vehicle, the Customer is responsible for all maintenance and servicing of any Accessories and Customer Accessories.

9.6 KINTO shall not be liable for Service and Repair costs incurred outside the RSA.

9.7 The Customer shall not make or permit any Service and Repairs or adjustments to the Vehicles other than as contemplated in terms of this Clause 9 (Service and Repairs – Applicable only to FMR Contracts) except that the Customer shall at its cost:

9.7.1 be responsible for the periodic checking of oils, battery, brake and clutch fluids, water, tyre condition and pressures and all other items which require periodic driver checking for the proper functioning of the Vehicles; and

9.7.2 provide all fuel and oil topping up required for the proper operation of the Vehicles and shall only use such fuel and oils as specified by the Manufacturer of the Vehicles.

10. EXCLUSION OF SERVICE AND REPAIRS – APPLICABLE TO OR CONTRACTS

10.1 A Customer may, by electing an OR Contract, elect to exclude Service and Repairs as detailed in Clause 9.1 above.

10.2 Where the Customer elects an OR Contract at the quotation stage then the effective date of such exclusion will be the Scheduled Commencement Date specified in the relevant Schedule.

10.3 Where the Customer elects to change from an FMR Contract to an OR Contract after a Vehicle's Delivery Date, the effective date of such exclusion in respect of a Vehicle would be the Signature Date of the Amended Schedule. Should a Vehicle have exceeded the Contract Usage Parameters resulting in KINTO incurring excess Service and Repair costs prior to the selection of the OR Contract, KINTO will be entitled to levy charges for such excess Service and Repair costs incurred.

10.4 Where an OR Contract has been elected, the Customer is solely responsible for all Service and Repairs and operational costs associated with a Vehicle during the Contract Period and shall in such regard be required:

10.4.1 to make use of and pay an Authorised Supplier for all Service and Repair tasks in respect of a Vehicle as recommended in a Vehicle's service booklet and per the Manufacturer's guidelines, including the supply of engine oil, transmission oil and service products at the times specified in the service booklet;

10.4.2 make use of and pay an Authorised Supplier for all repairs required in respect of any Vehicle because of Fair Wear and Tear; and

10.4.3 make use of and pay an Authorised Supplier for the replacement of tyres that are of the same type and specification as and when required to ensure that a Vehicle is kept in a roadworthy condition.

10.5 The Customer shall, on request by KINTO, supply KINTO with evidence that the Service and Repairs have been conducted in accordance with Clause 10.4 and upon return of that Vehicle, the Customer shall furnish KINTO with the full maintenance records and service history of such Vehicle.

10.6 In compliance with road traffic regulations, the Customer shall fit the Vehicles with new tyres of the same make and specification as tyres originally supplied. The Customer shall be responsible for the cost of all replacement tyres and shall return the Vehicles on termination with the tyres in a roadworthy condition.

10.7 The Customer shall in addition, at its cost:

10.7.1 be responsible for the periodic checking of oils, battery, brake and clutch fluids, water, tyre condition and pressures and all other items which require periodic driver checking for the proper functioning of the Vehicles; and

10.7.2 provide all fuel and oil topping up required for the proper operation of the Vehicles and shall only use such fuel and oils as specified by the Manufacturer of the Vehicles.

11. THE CUSTOMER OBLIGATIONS REGARDING THE USE OF THE VEHICLES

The Customer shall ensure that each Vehicle is maintained in good repair and condition by an Authorised Supplier using the requisite OEM Parts.

12. GENERAL

12.1 The Customer shall –

12.1.1 only use the Vehicles in the ordinary course of the Customer's business and within the Contract Usage Parameters and shall ensure that no Vehicle exceeds the load capacity specified by the manufacturer, is operated beyond its gross vehicle mass or is otherwise overloaded;

12.1.2 not use the Vehicles to carry fare-paying passengers, for hiring or driving instruction;

12.1.3 not acquire any right, title, or interest in or to any Vehicle, except as is provided in the Agreement. KINTO shall always remain the Title Holder of the Vehicles and the Customer shall not prejudice KINTO's ownership in any way;

12.1.4 not dispose, sell, lease, lend, pledge or otherwise alienate or encumber any Vehicle;

12.1.5 operate a Vehicle within the agreed Contract Usage Parameters and advise KINTO in writing of any deviation thereto which is not expected to be rectified prior to the Expiry Date;

12.1.6 not permit a Vehicle to be used for any hazardous purpose or in breach of any law or regulation or the requirements of any local government or local authority;

12.1.7 promptly settle all fines arising from the use of the Vehicles in compliance with traffic regulations and acknowledges that if KINTO pays any fine without entering into the merits of the claim, it shall be entitled to recover same from the Customer on demand;

12.1.8 not permit the removal of the Vehicles outside the RSA without obtaining the prior written consent of KINTO by way of a "Border Letter" and effecting comprehensive and third-party insurance cover or similar insurance in respect of the Vehicles as required by the country in which a Vehicle is to be taken and indemnifies KINTO against any claim, loss or liability arising of whatever nature as a result thereof;

12.1.9 only permit the Vehicles to be operated by a properly qualified driver having the required valid license and/or a valid professional driving permit as applicable, it being agreed that any driver of a Vehicle shall be deemed to be an agent of the Customer;

12.1.10 permit KINTO or its representative to inspect the Vehicles as KINTO may reasonably request from time to time;

12.1.11 permit KINTO to take all actions deemed by KINTO in its sole discretion necessary if an Event of Default has occurred and as may be necessary to secure or immobilise the Vehicles;

12.1.12 be responsible for the cost of removing signwriting or restoring the Vehicles to its original specifications, Fair Wear and Tear excepted;

12.1.13 use the Vehicles according to the Manufacturer's specifications; and

12.1.14 not fit any Accessories or make any further modifications without KINTO's prior written consent.

12.2 Any failure to comply with the provisions of this Clause 12 (General) shall constitute a Material Breach.

13. LIABILITY OF CUSTOMER FOR COSTS, LOSS, DAMAGES TO, OR TOTAL LOSS OF VEHICLES

13.1 All risk in respect of a Vehicle shall pass to the Customer on Delivery until its physical return to KINTO as provided for in terms of the Agreement. The Customer hereby indemnifies

KINTO against any loss, costs, damages or expense that KINTO may sustain or incur as a consequence of costs, loss, damages to or Total Loss of the Vehicles (or any of them) howsoever sustained.

13.2 It is the Customer's responsibility to ensure that each Vehicle is comprehensively insured for the duration of each Contract for costs, loss, damages, or total loss of the relevant Vehicle. The insurance shall cover loss, theft, damage, third-party liability, and such other risks as are customary for Vehicles of this nature and shall at a minimum include the following:

13.2.1 cover not less than the full replacement value of each Vehicle;

13.2.2 include cover for third-party liability to a minimum of R2,500,000 in respect of all Vehicles (other than HINO Vehicles) and in respect of HINO Vehicles R5,000,000;

13.2.3 include cover for fire, theft, collision, and malicious damage;

13.2.4 cover not less than the full replacement value of each Vehicle;

13.2.5 include cover for fire, theft, collision, and malicious damage; and

13.2.6 name KINTO as an interested party/loss payee under the policy.

13.3 If the Customer has declined KINTO Protect, the Customer shall furnish KINTO with written proof of the insurance policies, including a certificate of insurance, within 7 days of commencement of the Contract. The Customer shall provide updated proof of renewal or continuation of such insurance upon request from KINTO or prior to expiry of any current policy.

<u>Prevention of Loss</u>

13.4 The Customer shall take all reasonable steps and precautions to prevent accidents, damages and/or losses to the Vehicles including, but not limited to ensuring i) compliance with and adherence to laws and regulations applicable to the Customer and the use of the Vehicles pursuant to the terms of the Agreement, including where relevant the laws applicable to heavy duty vehicles; and ii) compliance with the KINTO Protect Terms and Conditions and the terms and conditions of the Agreement to the extent that KINTO Protect has been elected by the Customer. If the Customer has selected KINTO Protect, non-compliance may lead to the rejection and/or forfeiture of benefits in terms of KINTO Protect and/or Liability for the Customer, in which event the full Liability Charge becomes payable by the Customer to KINTO on demand in the event of accidents and losses in respect of the Vehicles.

<u>Rejection and/or forfeiture of benefits under KINTO Protect</u>

13.5 KINTO Protect will not apply where loss, cost, damage or Total Loss of a Vehicle has been deliberately or recklessly caused by the Customer or any member of the Customer's staff, employees, household or family, or anybody who acts on the Customer's behalf, and/or in contravention with the provisions and regulations of the National Road Traffic Act, (Act 93 of 1996) ("NRTA") as amended and Road Traffic Ordinances of the Republic of South Africa, including but not limited to the following Sections of the NRTA:

13.5.1 Section 59 regarding compliance with speed limits,

13.5.2 Section 63:

(a) No person shall drive a Vehicle on a public road recklessly or negligently.

(b) Without restricting the ordinary meaning of the word "recklessly" any person who drives a Vehicle in willful or wanton disregard for the safety of persons or property shall be deemed to drive that Vehicle recklessly.

13.5.3 Section 65 which prohibits driving under the influence of intoxicating liquor or drug having narcotic effect, or with excessive amount of alcohol in blood or breath, and the benefits of KINTO Protect will in such instances be rejected and/or forfeited in respect of all costs, losses, damages or Total Loss to a Vehicle incurred under such circumstances, and the Customer will be liable to KINTO for the Liability Charge upon demand.

13.6 In the event that the benefits under KINTO Protect are rejected and/or forfeited, the following shall apply:

13.6.1 if a Vehicle is not a Total Loss, then the Customer shall be liable for all costs for the repair of that Vehicle by an Authorised Supplier;

13.6.2 if a Vehicle is a Total Loss, KINTO shall terminate the Contract, calculate the Liability Charge and the Customer shall be fully liable for payment of the Liability Charge upon demand upon presentation of invoice.

<u>Customer Election</u>

13.7 The Customer has elected whether or not to receive the benefits of KINTO Protect in terms of the Master Rental Agreement. It is recorded that KINTO Protect is not available for any HINO Vehicle.

13.8 In the event of any costs, loss, damage, or Total Loss of a Vehicle in an accident or otherwise, the Customer shall:

13.8.1 if it has elected KINTO Protect comply with the stipulations contained in Annexure 1;

13.8.2 comply with traffic and other law regarding the care of any injured persons; and

13.8.3 report such accident or incident to KINTO and the South African Police Service within 10 (ten) days and comply with all instructions regarding the towing and repair of the relevant damaged Vehicle.

<u>Benefits of KINTO Protect if elected by Customer</u>

13.9 If the Customer has elected the benefits of KINTO Protect:

13.9.1 the Customer must provide KINTO with support, documents assistance and evidence as may be required in respect of the loss, damage, or destruction events in respect of a Vehicle(s), failure to comply with any such requirements, shall constitute a Material Breach under the Agreement and KINTO shall be entitled to claim the full amount of the loss from the Customer equal to the Liability Charge,

13.9.2 continue to pay the Monthly Rental in respect of the relevant Vehicle until such time as KINTO Protect has assessed that the incident or accident falls within the ambit of the KINTO Policy; and

13.9.3 all Customer Accessories are excluded from KINTO Protect.

<u>Consequences if KINTO Protect declined by Customer</u>

13.10 If the Customer has not elected the benefits of KINTO Protect:

13.10.1 in the event of a Total Loss, the Customer shall continue to pay the Monthly Rentals until such time as full payment for the Settlement Value of the relevant Vehicle is paid to KINTO;

13.10.2 in the event that the relevant Vehicle is not a Total Loss, ensure that such Vehicle is repaired in accordance with the requirements of KINTO.

13.11 If a Vehicle is Uneconomical to repair, such determination shall be made by KINTO in its discretion acting reasonably provided that if KINTO notifies the Customer of its determination and the Customer disputes such determination, it shall be required to notify KINTO of such dispute in writing within 5 Business Days of receipt of such determination or the determination will be deemed to be accepted.

13.12 In the event of a dispute regarding "Uneconomical to repair", the matter shall be referred to a Relevant Expert in accordance with the provisions of Clause 31 (Expert Determination).

14. ADJUSTMENT OF RENTAL, CONTRACT PERIOD AND MAXIMUM KILOMETERS

14.1 The Customer has the right at any time prior to 3 (three) months before the Expiry Date in respect of a Contract relating to a Vehicle, to approach KINTO for an amendment of the Contract Usage and/or the Contract Usage Parameters, provided that the terms and conditions of the Agreement and any Schedules shall remain in force and effect until such renegotiated Contract Usage and/or the Contract Usage Parameters have been concluded in an Amended Schedule Signed by both Parties.

14.2 KINTO will be entitled, in respect of any Vehicle, to adjust the Monthly Rental stipulated in the Schedule, if at any time during the term of the Agreement if:

14.2.1 there is a change in the factors affecting the conditions under which KINTO Protect has been accepted or declined; or

14.2.2 there is a change in the statutory rate at which VAT is levied or any increase in or introduction of a levy, tax, duty or impost by statute, ordinance, by-law, regulation or competent authority which becomes payable by KINTO in respect of a Vehicle or in respect of the use or ownership of a Vehicle and if any of the abovementioned factors are included or taken into account in the calculation of the Monthly Rental; or

14.2.3 the Monthly Rental is determined based on a variable interest rate and there is a change in such rate; or

14.2.4 if KINTO is required to make any modification to a Vehicle and expends an amount in connection with such modification to comply with any statute, ordinance, by-law or regulation.

14.3 KINTO will advise the Customer in writing by means of an Amended Schedule of any adjustment in terms of Clause 14.2. Any failure by KINTO to vary the Monthly Rental pursuant to Clause 14.2 will not be deemed a waiver of any rights which KINTO may have in terms of the Agreement.

15. TERMINATION

15.1 Early Termination, which includes Voluntary Surrender and Repossession

15.1.1 The Customer may at any time prior to the Expiry Date, remove a Vehicle from the operation of the Agreement, cancel the relevant Schedule from the operation of the Agreement and Voluntarily Surrender such Vehicle on written notice to KINTO, to a site or premises designated by KINTO in writing, and the date on which that Vehicle, its spare keys, spare wheel, tools and Accessories are delivered by the Customer to the designated site shall be the Early Termination Date.

15.1.2 If an Event of Default occurs and KINTO exercises its rights under Clause 17.2, KINTO shall be entitled to Repossess the Vehicle(s), to which the Customer hereby irrevocably consents, and which shall be deemed to be an Early Termination.

15.1.3 If during the course of a Repossession of a Vehicle in terms of the Agreement the Customer Voluntarily Surrenders that Vehicle or its keys to an authorised representative of KINTO, such action will be regarded as a Voluntary Surrender and not an involuntary Repossession.

15.1.4 In the event of a Voluntary Surrender or Repossession of a Vehicle, KINTO shall be entitled in its sole discretion to sell or otherwise deal with such Vehicle within 7 days of such Voluntary Surrender or Repossession unless a written settlement agreement is concluded with the Customer.

15.1.5 In the event of an Early Termination in respect of a Vehicle the Customer will be liable to

KINTO for payment of the Early Termination Fee in respect of that Vehicle, together with all other amounts due and payable to KINTO under the Agreement.

15.2 **Termination on Contract Expiry Date or Early Termination**

15.2.1 Upon the expiry of the Agreement in respect of a Vehicle or on the Expiry Date specified in respect of a Contract relating to a Vehicle or by the Early Termination procedure as provided for in Clause 15.1 (Early Termination, which includes Voluntary Surrender and Repossession) the Customer must return the relevant Vehicle(s) as contemplated in Clause 15.3 (Condition of a Vehicle on Return), failing which KINTO will collect that Vehicle from the Customer and charge a distance based collection fee, in line with prevailing industry rates, to do so.

15.2.2 In the event of the Customer not returning the relevant Vehicle on the Expiry Date specified in respect of a Contract relating to a Vehicle or by the Early Termination Date as provided for this Clause 15.1 (Early Termination, which includes Voluntary Surrender and Repossession):

(a) the Customer shall remain liable to make Monthly Rental payments to KINTO for the period from the Expiry Date or Early Termination Date until the return of the relevant Vehicle as stipulated in the applicable Schedule; and

(b) KINTO has the right to demand the immediate return of the relevant Vehicle by the Customer.

15.3 **Condition of a Vehicle on Return**

15.3.1 The Customer agrees that any and all repairs required to a Vehicle will be carried out by an Authorised Supplier prior to the return of the relevant Vehicle. If repair work must be done after return of the relevant Vehicle, the Customer shall be liable for an extension of the Agreement to cover the period of repair during which the Customer shall continue to pay the Monthly Rental.

15.3.2 Upon termination of a Contract in respect of a Vehicle in accordance with the Agreement, the Customer must deliver the relevant Vehicle to an Authorised Supplier, in good condition and repair, Fair Wear and Tear excepted, together with spare keys, service booklet, and any other documents appertaining to the relevant Vehicle, tools, spare wheel and tyres, mats and Accessories, which must be of the same type or quality as fitted to the relevant Vehicle at the commencement of/or during that Vehicle's Contract. The Customer is responsible for and shall be obliged to pay the cost of placing the relevant Vehicle in the required condition, Fair Wear and Tear excepted. The Customer acknowledges that it shall be liable to reimburse KINTO for the excessive wear and tear costs which includes:

(a) replacing missing keys, tools, equipment, manuals, batteries, spare wheel and tyres, and any other item supplied with the relevant Vehicle at the Schedule Commencement Date; and

(b) repairing any item excluded from Fair Wear and Tear conditions listed in Clause 15.3 (Condition of a Vehicle on Return); and

(c) replacing any missing items; and

(d) rectifying any defective repairs made to the relevant Vehicle in repairing accident damage; and

(e) performing professional valet cleaning of the relevant Vehicle; and

(f) removing any Customer Accessories required by KINTO to be removed; and

(g) removing any decals, transfers, marks or paint placed on the relevant Vehicle.

15.3.3 Examples of fair, and unacceptable and/or excessive, wear and tear are set out in Annexure 2 (Fair Wear and Tear – Lexus, Toyota and HINO).

15.3.4 KINTO shall be under no obligation to carry out the repair work to rectify unacceptable repairs carried out by the Customer, damages, abuse and/or excessive wear and tear.

15.3.5 KINTO shall appoint an independent assessor to inspect a Vehicle on its return and to prepare a termination report in respect of that Vehicle, reflecting the condition of a Vehicle and items to be replaced or repaired at the Customer's cost. Any termination report prepared by the independent assessor shall be treated as an expert determination undertaken on terms similar to Clause 31 (Expert Determination), which report shall, save in the case of manifest error or fraud, be final and binding on the Customer.)

16. **CLAIMS AND LIABILITY**

16.1 The Customer shall have no claim against KINTO of any nature whatsoever under the Agreement, any Schedule or any Transaction Document arising out of or in any way directly or indirectly connected with the condition of a Vehicle, failure or delay in delivering a Vehicle, the Customer's deprivation of the use of a Vehicle in accordance with the terms of the Agreement, damage to cargo transported in any Vehicle or for any consequential, indirect and/or special damages, including but not limited to, any loss of profit or any inconvenience suffered by the Customer which directly or indirectly arises out of the Agreement or any Transaction Document.

16.2 Without prejudice to clause 16.1, and to the extent that KINTO has any liability to the Customer under this Agreement (whether in contract, delict or otherwise) in respect of a Vehicle, KINTO's aggregate liability under this Agreement in respect of that Vehicle shall not exceed the Monthly Rental actually paid by the Customer over the Contract Period in respect of that Vehicle.

17. **EVENT OF DEFAULT AND CANCELLATION**

17.1 Each of the following events shall constitute an Event of Default:

17.1.1 Should the Customer or any Surety Entity (if applicable)–

(a) fail to observe and perform any of the terms, conditions and/or obligations contained in the Agreement or any Transaction Document and fails to remedy such breach within 14 (fourteen) days of receipt of written notice from KINTO demanding such remedy, unless: (i) such breach is defined in any relevant provision as a Material Breach; or (ii) the Customer breaches any provision for the second time, in which events no remedy period shall apply; or

(b) breach any warranty or make any misrepresentation in relation to any Transaction Document or any other document delivered by or on behalf of the Customer or any Surety Entity under or in connection with any Transaction Document, unless the circumstances giving rise to the misrepresentation or breach of warranty (i) are capable of remedy; and (ii) are remedied within fourteen days of the earlier of KINTO and the Customer and/or Surety Entity becoming aware of the misrepresentation or breach of warranty; or

(c) fail to pay amounts due to KINTO in terms of the Agreement or any Transaction Document on or before the agreed due date; or

(d) fail to notify KINTO of a change to its physical or postal address, bank account, e-mail address, telephone numbers or other contact information within 7 days of such change; or

(e) fail to notify KINTO of any change in circumstances, Material Adverse Effect or change in Vehicle usage; or

(f) tamper with or remove the Odometer or Telematics Unit or SVR from any Vehicle; or

(g) abandon or Voluntarily Surrender any Vehicle; or

(h) allow any Vehicle to be seized under any legal process issued against the Customer; or

(i) commit any act of insolvency, or being a natural person, assign, surrender, or attempt to assign or surrender his estate, or being a partnership, be dissolved; or

(j) suffer any default judgment which remains unsatisfied for 7 (seven) days or be refused rescission of any default judgment; or

(k) be liquidated or placed under business rescue or be wound-up, whether provisionally or finally; or

(l) compromise with its creditors or endeavour or attempt to do so;

17.1.2 if:

(a) any indebtedness of the Customer or any Surety Entity is not paid when due nor within any originally applicable grace period;

(b) any indebtedness of the Customer or any Surety Entity is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described);

(c) any commitment for any indebtedness of the Customer or any Surety Entity is cancelled or suspended by a creditor of the Customer or any Surety Entity as a result of an event of default (however described); or

(d) any creditor of the Customer or any Surety Entity becomes entitled to declare any indebtedness of the Customer or any Surety Entity due and payable prior to its specified maturity as a result of an event of default (however described);

17.1.3 any corporate action, legal proceedings or other procedure or step (including an application to court, proposal or convening of a meeting) is taken with a view to:

(a) the suspension of payments, a moratorium of any indebtedness, liquidation, winding-up, dissolution, administration, judicial management, business rescue or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Customer or a Surety Entity;

(b) a composition, compromise, assignment or arrangement with any creditor of the Customer or a Surety Entity;

(c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager, judicial manager, business rescue practitioner or other similar officer in respect of the Customer or a Surety Entity; or

(d) enforcement of any Security over any assets of the Customer or a Surety Entity,

(e) or any analogous procedure or step is taken in any jurisdiction;

17.1.4 the Customer or any Surety Entity:

(a) is or is deemed for the purposes of any applicable law to be insolvent or unable to pay its debts as they fall due;

(b) admits its insolvency or its inability to pay its debts as they fall due;

(c) by reason of actual or anticipated financial difficulties, suspends making payments on any of its debts or announces an intention to do so; or

(d) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to the rescheduling, restructuring or compromise of any of its indebtedness;

17.1.5 a meeting is proposed or convened by the directors of the Customer or a Surety Entity, a resolution is proposed or passed, application is made or an order is applied for or granted, to authorise the entry into or implementation of any business rescue proceedings (or any similar proceedings) in respect of the Customer or a Surety Entity, or any analogous procedure or step is taken in any jurisdiction;

17.1.6 it is or becomes unlawful for the Customer or any Surety Entity to perform any of its obligations under the Transaction Documents;

17.1.7 any obligation or obligations of the Customer or any Surety Entity under any Transaction Document are not or cease to be legal, valid, binding or, enforceable and the cessation individually or cumulatively materially and adversely affects the interests of KINTO under the Transaction Documents.

17.1.8 the Customer or any Surety Entity breaches any applicable law including any anti-corruption laws; or

17.1.9 save with the prior written consent of KINTO, a change in the direct or indirect ownership and/or control and/or management of the Customer or any Surety Entity occurs.

17.2 Upon the occurrence of an Event of Default, KINTO shall be entitled to by issuing written notice to that effect to:

17.2.1 immediately terminate the Agreement and all underlying Contracts and Schedules and decline to sign a Schedule, rent any Vehicle or make an offer to rent; or

17.2.2 enforce specific performance by the Customer of its obligations in terms of the Agreement; or

17.2.3 claim payment of all Monthly Rentals and other amounts then due under the Transaction Documents, including the applicable Early Termination Fee which arises as a result of the termination of the Agreement, all of which shall be deemed to be due and payable forthwith as well as any other damages that may arise as a result of such Event of Default.

17.3 In the event of termination of the Agreement by either KINTO or the Customer in terms of Clause 17.2 above, the Customer shall be obliged, at his own risk and expense, to immediately return the relevant Vehicle to KINTO or an appointed Authorised Supplier, and the Customer shall be liable for all amounts then due in accordance with the Agreement as at date of termination of the Agreement.

17.4 In addition to the legal remedies to the disposal of KINTO in terms of Clause 17.2, and in the event that the relevant Vehicle could not be recovered and was not returned to KINTO, then KINTO will be entitled to claim as damages, the Settlement Value of such Vehicle on date of cancellation of the Agreement.

18. CONFIDENTIALITY

18.1 All information made available to or obtained by one Party from the other Party in connection with or as a result of the implementation of the Agreement or any Transaction Documents which is not a matter of public knowledge or lawfully available from any other source and not the Intellectual Property of a Party ("**Confidential Information**") shall be and remain confidential between the Parties during the currency of the Agreement and shall not, without the prior written consent of the disclosing Party, be disclosed to any third person, other than to any other person: (i) to whom it is permitted to cede its rights and/or delegate its obligations under these KINTO Master Terms and in each case to its or any of that person's Affiliates and professional advisers; (ii) to whom and to the extent the information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any law or regulation; (iii) being a bank or other recognised financial institution making a loan or giving financial accommodation to the disclosing Party for the financing of work to be undertaken in terms of the Agreement; (iv) to whom and to the extent that information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes; provided that in the case of (i) and (iii) the person to whom the Confidential Information is to be given has entered into a confidentiality undertaking on similar to the terms set out in this Clause provided that this is not required where the recipient is subject to professional obligations to maintain the confidentiality of such information.

18.2 The receiving Party shall take or cause to be taken such reasonable precautions as may be necessary to prevent the disclosure of any Confidential Information and data made available or obtained from the disclosing Party which is not a matter of public knowledge or lawfully available from any other source and to obtain similar confidentiality undertakings in writing from its employees, contractors, sub-contractors, agents, and members.

19. DATA PROTECTION AND CONSENTS

19.1 The Customer acknowledges that KINTO cannot perform its obligations under the Agreement without Processing certain Personal Information, including the Personal Information provided by the Customer to KINTO (the "Customer Data"). The Parties record that, unless expressly stated otherwise in this Clause 19 (Data Protection and Consents), each Party acts as an independent Responsible Party in respect of the Personal Information it Processes for its own purposes.

19.2 Accordingly, the Customer hereby expressly consents to share the Customer Data with KINTO, and further consents to the Processing of the Customer Data by KINTO, in accordance with the Agreement.

19.3 The Customer by its signature of the Agreement, expressly consents and authorises KINTO, to collect and Process the Customer Data to perform the activities (and KINTO's obligations) under the Transaction Documents, as well as the activities contemplated in the Privacy Policy. Without limiting or derogating from the generality of the preceding sentence, the Customer consents to:

19.3.1 the fitment of an SVR to any Vehicle for:

19.3.2 recovery of any Vehicle in case of losses;

19.3.3 the tracking, monitoring and data analysis of Personal Information conducted by KINTO as contemplated in the Transaction Documents;

19.3.4 the release of tracking, monitoring and data analysis of Personal Information recorded by any tracking organisation in respect of any Vehicle which is the subject of the Transaction Documents in an Event of Default; and

19.3.5 the activation of location, connectivity, gyroscope, accelerometer and battery level settings, tracking, geolocation and determination of driver behaviour, which data will be received by KINTO for the limited purposes of: (i) fleet management, security and recovery; (ii) verifying Contract Usage Parameters; and (iii) detecting, investigating or responding to Events of Default; and, where applicable, sharing location data with appointed recovery agents strictly to enable recovery.

19.4 Where Customer Data includes driver or employee Personal Information, the Customer warrants that it has provided all required notices to, and (where required by law) obtained all necessary consents from, affected Data Subjects for the SVR/telematics Processing described in Clause 19.3, and has recorded a lawful basis for such Processing under POPIA (which may be made available to KINTO upon request).

19.5 The Parties record that KINTO will Process the Customer Data in accordance with the provisions of the Agreement. When Processing the Customer Data, KINTO will take all reasonable and appropriate technical and organisational precautions and measures necessary to prevent any (i) loss of, damage to, or unauthorised destruction of the Customer Data; or (ii) unauthorised or unlawful access to or Processing of the Customer Data. For this purpose, KINTO will:

19.5.1 identify all reasonably foreseeable internal and external risks to Customer Data in its possession or under its control;

19.5.2 establish and maintain appropriate safeguards against the risks identified;

19.5.3 regularly verify that the safeguards are effectively implemented; and

19.5.4 ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.

19.6 The Customer hereby warrants, represents and undertakes that in respect of all Customer Data, all the consents necessary to ensure compliance by the Customer and KINTO with applicable laws, including Data Protection Legislation, have been obtained from the person or entity to whom such Personal Information relates, as well as any regulators or other third parties, in relation to:

19.6.1 the transmission by the Customer to KINTO of such Personal Information in accordance with the Agreement or otherwise permitted by law;

19.6.2 the transmission by the Customer or KINTO of the Customer Data to the third parties in accordance with the Agreement or otherwise permitted by law;

19.6.3 subject to Clause 19.7, the Processing by KINTO of any Customer Data received by KINTO from the Customer, in any country in which the Customer Data is held by KINTO; and

19.6.4 the Customer having identified and documented a lawful ground for each Processing activity (and, where relying on consent, ensuring such consent is voluntary, specific and informed and can be withdrawn).

19.7 Each Party shall handle Data Subject requests it receives directly in respect of Personal Information for which it is Responsible Party. Where a Party reasonably requires assistance from the other Party to respond, the other Party shall provide reasonable cooperation (at the requesting Party's cost) to enable a timely and compliant response.

19.8 The Customer hereby indemnifies and holds KINTO harmless from and against all losses, damages, costs, expenses, penalties and fines that KINTO may sustain or incur arising from a breach by the Customer of this Clause 19 (Data Protection and Consents).

20. CUSTOMER ACCESSORIES

20.1 It is agreed that the Customer may fit Customer Accessories at its own cost and risk.

20.2 Such Customer Accessories will not be recorded on the KINTO fleet management system and will not appear on any associated KINTO documentation.

20.3 Such Customer Accessories are excluded from the benefits of KINTO Protect.

20.4 Subject to Clause 15.3 (Condition of a Vehicle on Return), Annexure 2 (Fair Wear and Tear – Lexus, Toyota and HINO), the Customer is entitled to remove all such Customer Accessories fitted at its own cost and risk provided that the Customer shall be liable for Make Good Charges in the event that the fitment and/or removal thereof have damaged a Vehicle beyond a Fair Wear and Tear condition.

21. **CONSUMER PROTECTION ACT, ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT AND OTHER LAWS**

21.1 If the Agreement (or any Contract governed by the Agreement) is regulated by or subject to the Consumer Protection Act 2008, the Electronic Communications and Transactions Act 2002 or any other laws which cannot lawfully be limited or excluded (collectively the "Consumer Laws"), it is not intended that any provision of the Agreement contravene any provision of the Consumer Laws. Therefore, all provisions of the Agreement must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Laws are complied with.

21.2 No provision of the Agreement (or any Contract governed by the Agreement):

21.2.1 does or purports to limit or exempt KINTO from any liability (including, without limitation, for any loss directly or indirectly attributable to KINTO's gross negligence or wilful default or that of any person acting for or controlled by KINTO) to the extent that the law does not allow such a limitation of exemption;

21.2.2 requires the Customer to assume risk or liability for any particular liability or loss to the extent that the law does not allow such an assumption of risk or liability; and/or

21.2.3 limits or excludes any warranties or obligations which are implied into the Agreement (or any Contract governed by the Agreement) by the Consumer Laws (to the extent applicable) or which KINTO give under the Consumer Laws (to the extent applicable), to the extent that the law does not allow them to be limited or excluded.

22. **INDEMNITIES**

22.1 The Customer hereby indemnifies KINTO (including any of its Affiliates, employees, directors, officers, partners and agents) against any cost, loss or liability incurred by KINTO in connection with or as a result of:

22.1.1 the occurrence of any Event of Default;

22.1.2 investigating or taking any other action in connection with any event which it reasonably believes is a Default;

22.1.3 the taking, holding, protecting or enforcing of any Transaction Document;

22.1.4 acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

22.1.5 instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under the Agreement;

22.1.6 any investigative, administrative or judicial proceedings or hearing commenced or threatened by any person, arising out of or in connection with any Transaction Document or the transactions contemplated thereby.

22.2 The Customer indemnifies KINTO, each Affiliate of KINTO and each officer or employee of KINTO or its Affiliates, against, and must pay to it on demand the amount of any cost, loss or liability incurred by KINTO (or officer or employee of KINTO or Affiliate) in connection with or arising out of the rental of any Vehicles (including but not limited to those incurred in connection with any litigation, arbitration or administrative proceedings or regulatory enquiry concerning the rental of a Vehicle, violation of traffic or transport laws by a driver, overloading or unsafe operation, any accident caused by negligent driving), unless that loss or liability is caused by the gross negligence or wilful misconduct of KINTO or its Affiliate (or employee or officer of KINTO or Affiliate).

22.3 Any Affiliate or any officer or employee of KINTO or its Affiliate may rely on this Clause 22.2. The provisions of Clause 22.2 constitute a stipulation in favour of a third party capable of acceptance at any time.

22.4 The Customer shall, within 3 (three) Business Days of demand, pay to KINTO the amount of all costs and expenses (including legal fees on the scale as between attorney and own client whether incurred before or after judgement) incurred by KINTO in connection with the enforcement of, or the preservation of any rights under the Agreement, any other Transaction Document and/or any proceedings instituted by or against KINTO as a consequence of enforcing these rights.

23. **WARRANTIES AND REPRESENTATIONS**

23.1 The Customer makes the following representations and warranties set out in this Clause 23 (Warranties and Representations) to KINTO on each of the dates set out in this Clause 23 (Warranties and Representations):

23.1.1 in respect of a Business Entity Customer, which is a limited liability company, close corporation or other juristic person, it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation; or, if a Trust, it is a Trust duly established and validly existing under the laws of South Africa;

23.1.2 it has the power to own its assets and carry on its business as it is being conducted;

23.1.3 the obligations expressed to be assumed by it in the Agreement and each Transaction Document to which it is a party to are legal, valid binding and enforceable obligations;

23.1.4 the entry into and performance by it of, and the transactions contemplated by, the Agreement and each Transaction Document to which it is a party do not and will not conflict with:

(a) any law or regulation applicable to it;

(b) its constitutional documents; or

(c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under that agreement or instrument;

23.1.5 it has the legal capacity and power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Agreement and each Transaction Document to which it is a party and the transactions contemplated by those documents;

23.1.6 no limit on its powers will be exceeded as a result of the entry into of the Agreement and each Transaction Document to which it is a party or the giving of any indemnities contemplated in the Agreement and each Transaction Document to which it is a party;

23.1.7 any factual information provided by the Customer or any Surety Entity to KINTO was true, complete and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated to be given and is not misleading in any respect;

23.1.8 no information has been given or withheld by the Customer which, if disclosed, might result in the information or projections referred to above being untrue or misleading in any material respect;

23.1.9 the Customer has conducted its businesses in compliance with applicable anti-corruption laws and has instituted and maintains policies and procedures designed to promote and achieve compliance with those laws;

23.1.10 the Customer:

(a) is not a Sanctioned Entity nor has been or is targeted under any Sanctions; or

(b) has not violated nor is it violating any applicable Sanctions;

23.1.11 its annual audited financial statements and its management accounts most recently supplied and to be supplied to KINTO fairly represent its financial condition and operations in all material respects as at the end of and for the relevant financial year or accounting period save to the extent expressly disclosed in such financial statements; and

23.1.12 no Material Adverse Effect exists or has occurred and is continuing.

23.2 The representations in this Clause 23 (Warranties and Representations) are deemed to be made by the Customer on the Signature Date, each Schedule Commencement Date and each date that the Monthly Rental is paid.

24. UNDERTAKINGS – ALL CUSTOMERS

The undertakings in this Clause 24 (Undertakings – All Customers) remain in force from the Signature Date for so long as any amount is outstanding under the Agreement. The Customer shall:

24.1 provide to KINTO as soon as same become available but in any event within 120 days of its financial year end, its audited financial statements in order for KINTO to perform its annual review of the Customer's financial standing;

24.2 ensure that no right, title or interest in and to any Vehicle or any Accessory is disposed of, hypothecated or given as Security in any form to any person and upon the termination of each Vehicle’s Contract;

24.3 ensure that all Vehicles must be returned to KINTO in condition of Fair Wear and Tear. Breach of this provision shall constitute a Material Breach;

24.4 comply with any know your customer or similar identification procedures (whether in terms of the Financial Intelligence Centre Act, 2001 or otherwise);

24.5 in proceeding with the execution of their obligations under and in terms of the Agreement they will comply with all statutory requirements imposed on them in terms of the appropriate legislation of the RSA;

24.6 conduct its businesses in compliance with all applicable anti-corruption laws; and maintain and implement policies and procedures designed to promote and achieve compliance with such laws; and

24.7 ensure that all Vehicles rented from KINTO in terms of the Agreement do not leave the Territory, without a "Border Letter" issued by KINTO detailing the country or countries to be visited and the applicable dates of such visits. No border letter will be issued to a Customer without a three-month perfect record of payment. Breach of this stipulation shall constitute a Material Breach.

25. INFORMATION UNDERTAKINGS – BUSINESS ENTITIES ONLY

The undertakings in this Clause 25 (Information undertakings – Business Entities Only) remain in force from the Signature Date for so long as any amount is outstanding under the Agreement. The Customer shall supply to KINTO:

25.1 all documents dispatched by the Customer to its creditors generally (or any class of them) notifying such creditor or any financial distress, inability of the Customer to pay debts as they fall due or any adverse event which would have an adverse effect on a group of creditors at the same time as they are dispatched;

25.2 promptly upon becoming aware of them, the details of any judgment or order of a court, arbitral body or agency which is made against the Customer, and which has, or is reasonably likely to have, a Material Adverse Effect;

25.3 promptly, such further information regarding the financial condition, assets, business and operations of the Customer or any Surety Entity as KINTO may reasonably request;

25.4 promptly, notice of any change in authorised signatories of the Customer or any Surety Entity (to the extent applicable) accompanied by specimen signatures of any new authorised signatories;

25.5 promptly upon request, such additional information or documentation as KINTO may require in order to verify that any signatory referred to in Clause 25.4 has been duly authorised; and

25.6 as soon as the Customer becomes aware of any proposed or actual change in the direct or indirect ownership and/or control and/or management of the Customer or any Surety Entity (to the extent applicable), the Customer must promptly notify KINTO of such changes. No change taking place contemplated by this Clause 25.6 will affect any Security held by us nor will it release any Surety from a suretyship. In the event of any proposed or actual change referred to in this Clause 25.6 occurs, KINTO reserve the right to review the terms of the Agreement.

26. **BUSINESS DAYS**

Any payment under the Agreement and other Transaction Documents which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

27. **NOTICES**

27.1 **Communications in writing**

Any communication to be made under or in connection with the Agreement shall be made in writing and, unless otherwise stated, may be made by e-mail, courier or personal delivery. Delivery by mail is not permitted.

27.2 **Addresses**

The address and e-mail (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Agreement is:

27.2.1 in the case of the Customer, its address, email and other information specified in the Master Rental Agreement.

27.2.2 in the case of KINTO:

Address: Stand 1, Wesco Park

Old Pretoria Road

Sandton

2146

for the attention of: Chief Executive Officer

E-mail: operations@kinto-mobility.co.za,

or any substitute address or e-mail or department or officer as the Party may notify in writing to the other Party on not less than 5 Business Days' notice.

27.3 ***Domicilia***

27.3.1 Each Party chooses its physical address provided under or pursuant to Clause 27.2 above (Addresses) as its *domicilium citandi et executandi* at which documents in legal proceedings in connection with the Agreement may be served.

27.3.2 Any Party may by written notice to the other Parties change its *domicilium* from time to time to another address, not being a post office box or a poste restante, in South Africa, provided that any such change shall only be effective on the fourteenth day after deemed receipt of the notice by the other Parties under Clause 27.4 (Delivery).

27.4 **Delivery**

27.4.1 Any communication, notice or document (for purposes of this Clause 27.4 (Delivery), a "communication") made or delivered by one person to another under or in connection with the Agreement will only be effective when received by the recipient and, unless the contrary is proved, shall be deemed to be received:

(a) if delivered by hand, at the time of delivery;

(b) if by way of courier service, on the seventh Business Day following the date of such sending;

(c) if delivered by email to a Party at the email address specified above, upon receipt in readable form by the recipient; and

(d) if a particular department or officer is specified as part of its address details provided under Clause 27.2 above (Addresses), if addressed to that department or officer.

27.4.2 Any communication to be made or delivered to KINTO will be effective only when actually received by KINTO and then only if it is expressly marked for the attention of the department or officer specified in Clause 27.2 (Addresses) (or any substitute department or officer as KINTO shall specify for this purpose) or sent to the nominated e-mail address specified in 27.2 (Addresses).

27.4.3 Any communication which becomes effective, in accordance with this Clause 27.4 (Delivery), after 17h00 in the place of receipt shall be deemed only to become effective on the following day.

27.5 **Electronic communication**

27.5.1 Any communication to be made between the Parties under or in connection with the Agreement may be made by electronic mail or other electronic means.

27.5.2 Any reference in the Agreement to a communication being sent or received shall be construed to include that communication being made available in accordance with this Clause 27.5 (Electronic communication).

28. **GENERAL**

28.1 The Customer shall not be entitled to cede any of its rights and/or delegate any of its obligations under the Agreement without KINTO's prior written consent, which consent shall not be unreasonably withheld. KINTO may in its sole discretion cede, transfer, delegate or otherwise deal with its rights and/or obligations under the Agreement without the Customer's consent.

28.2 The Customer agrees that KINTO may in its sole discretion institute any proceedings, which may arise directly or indirectly out of or in connection with the Agreement in any competent court having jurisdiction over the Customer, notwithstanding that the value of the claim, which is the subject of such proceedings, may exceed the jurisdiction of such court.

28.3 A certificate signed by a manager or director of KINTO, whose position it shall not be necessary to prove, as to any amount alleged to be owed by the Customer to KINTO or by KINTO to the Customer shall constitute prima facie evidence of the amount owing by the Customer or KINTO as the case may be.

28.4 As at the date of the Schedule, the Schedule has been completed in all material respects and the Customer hereby expressly waives any right/defense which it may have arising from the omission of any information from the Schedule or the failure or refusal of the Customer to execute the Schedule. The Customer hereby authorises KINTO to complete the Schedule as soon as the required information becomes available to itself.

28.5 KINTO shall allocate any payments received from or on behalf of the Customer to any indebtedness of the Customer to KINTO, whether in terms of the Agreement or from whatsoever other cause arising firstly to settle unpaid interest, secondly to settle unpaid fees or charges and thereafter to reduce the principal debt owing.

28.6 The Agreement and the Transaction Documents 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 in those documents are binding on the Parties.

28.7 No latitude, extension of time or other indulgence which may be given or allowed by KINTO to any the Customer in respect of the performance of any obligation hereunder or the enforcement of any right arising from the Agreement and no single or partial exercise of any right by KINTO shall under any circumstances be construed to be an implied consent by KINTO or operate as a waiver or a novation of, or otherwise affect any of KINTO's rights in terms of or arising from the Agreement or estop KINTO from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

28.8 All costs and disbursements incurred by KINTO in recovering possession of any Vehicle, or in tracing the Customer and/or locating a Vehicle and in disposing of a Vehicle, collecting and endeavoring to collect all or any amounts payable by the Customer to KINTO hereunder, or otherwise, and all collection charges, storage charges, costs of valuation of a Vehicle, costs of sale, and all other fees and charges of a like nature shall be for the account of the Customer and shall be payable to KINTO as and when incurred.

28.9 The Customer agrees that it will be responsible for all costs which arise in the event of the accidental activation of the tracking device which is not cancelled immediately with the tracking company, including but not limited to helicopter and ground agent tracking.

28.10 KINTO shall be entitled to recover all costs incurred in instructing any independent vehicle tracking and recovery agent to assist in the Repossession, recovery and/or attaching of a Vehicle in terms of the Agreement and each other Transaction Document.

28.11 Save for the deemed acceptance of an Initial Schedule, no variation, addition to or consensual cancellation of the Agreement and no waiver of any right under the Agreement shall be of any force or effect unless reduced to writing and Signed by or on behalf of the Parties to the Agreement. Email communication shall not constitute "writing" for the purposes of this Clause 28.11.

28.12 If, at any time, any provision of the Agreement is or becomes illegal, invalid, unenforceable or inoperable in any respect under any law of any jurisdiction, neither the legality, validity, enforceability or operation of the remaining provisions nor the legality, validity, enforceability or operation of that provision under the law of any other jurisdiction will in any way be affected or impaired. The term inoperable in this Clause 28.12 shall include, without limitation, inoperable by way of suspension or cancellation.

28.13 The Customer renounces in respect of the Agreement and each other Transaction Document, to the extent permitted under applicable law, the benefits of each of the legal exceptions of excussion, division, revision of accounts, no value received, errore calculi, non causa debiti, non numeratae pecuniae and cession of actions, and declares that it understands the meaning of each that legal exception and the effect of that renunciation.

28.14 The Customer acknowledges that it has been free to secure independent legal and other advice as to the nature and effect of all of the provisions of the Agreement and each other Transaction Document and that it has either taken such independent legal and other advice or dispensed with the necessity of doing so. Further, the Customer acknowledges that all of the provisions of the Transaction Documents and the restrictions therein contained are part of the overall intention of the Parties in connection with the Transaction Documents.

28.15 Neither Party shall acquire any rights of any nature whatsoever with regards to the Intellectual Property of the other Party in accordance with the Agreement.

28.16 The Customer agrees that KINTO is entitled to determine the Settlement Value of a Vehicle as defined.

29. GOVERNING LAW

The Agreement and each other Transaction Document and any non-contractual obligations arising out of or in connection with the Agreement and each other Transaction Document is, unless otherwise expressly stated to the contrary in the Agreement and each other Transaction Document, governed by South African law.

30. JURISDICTION

30.1 The Parties hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Division, Johannesburg) (or any successor to that division) in regard to all matters arising from the Agreement and any Transaction Documents (including a dispute relating to the existence, validity or termination of the Agreement, any Transaction Document and any non-contractual obligation arising out of or in connection with the Agreement or any Transaction Document) (a "dispute"), unless otherwise expressly stated to the contrary in the Agreement and each other Transaction Document.

30.2 The Parties agree that the courts of South Africa are the most appropriate and convenient courts to settle disputes. The Parties agree not to argue to the contrary and waive objection to this court on the grounds of inconvenient forum or otherwise in relation to proceedings in connection with the Agreement or any Transaction Document.

31. EXPERT DETERMINATION

31.1 If any provisions of the Agreement requires for a matter to be determined by an expert (the "Relevant Expert") then the following shall apply:

31.1.1 the Relevant Expert shall be:

(a) for the purpose of Clause 9.4, an independent assessor; and

(b) in the case of an insurance matter or Clause 13.12, an independent person appointed by Toyota Insurance Management South Africa Pty Ltd.

31.2 In respect of any appointment of a Relevant Expert made under this Clause 31 (Expert Determination), such Relevant Expert shall:

31.2.1 act as an independent expert and not as an arbitrator;

31.2.2 be required to provide a written determination of the matter referred to it as soon as reasonably possible and, in any event, within 10 days of the referral having been made to it (or such longer period as KINTO and the Customer may agree);

31.2.3 determine who shall be liable for its costs; and

31.2.4 state the grounds for its determination in writing and in reasonable detail.

31.3 A determination of the Relevant Expert in respect of the matter in dispute shall, in the absence of fraud or manifest error, be final and binding on the Parties.

32. SURETYSHIP

To the extent required by the Master Rental Agreement, the Agreement is subject to the execution of a suretyship, which may be required by KINTO in its sole discretion at any time during the term of the Agreement, and the Customer undertakes to use its reasonable endeavours to procure such suretyship.

ANNEXURE 1 – PART 1

KINTO PROTECT – EXCLUSIONS, REPORTING OF INCIDENTS AND OTHER TERMS

(ONLY APPLICABLE IF KINTO PROTECT HAS BEEN VALIDLY ELECTED BY THE CUSTOMER)

FOR TOYOTA AND LEXUS ONLY

In the event of any conflict between the provisions of the Master Rental Agreement, the KINTO Master Terms and this Annexure 1, the Master Rental Agreement shall take precedence over the KINTO Master Terms, which in turn shall take precedence over Annexure 1.

KINTO Protect

With the KINTO Protect product feature, your liability in respect of the cost of any loss suffered as a result of accident damage to a Vehicle or Total Loss of a Vehicle is subject to the terms of the KINTO Protect Terms and Conditions, which includes this document.

What is excluded from KINTO Protect

The items listed below are excluded from KINTO Protect:

- Improper use of a Vehicle;
- Customer Accessories: unless specifically noted on the Schedule and added to the Vehicle value insured;
- Loss or damage to property left in a Vehicle;
- Contravention of the National Road Traffic Act (Refer to Clauses 13.4, 13.5 and 13.6 of the KINTO Master Terms);
- The driver of a Vehicle was under the influence of alcohol or a prohibited substance;
- The driver of a Vehicle does not have a valid driving licence;
- Unauthorised use of a Vehicle by someone using such Vehicle without your knowledge and consent and you have not laid a criminal charge against him/her with the police within 48 hours - the criminal charge may not be withdrawn;
- If you, or anyone you allow to drive a Vehicle, or anyone acting on your behalf, leaves that Vehicle's keys in or on such Vehicle;
- If a Vehicle is used to carry fare-paying passengers, for hiring or driving instruction;
- If a Vehicle is used in any type of race, competition, rally or at a track day;
- If a Vehicle exceeds its registered carrying capacity for people or cargo;
- Damages due to consequential loss;
- Anything that will be paid for under the Road Accident Fund;
- The indemnification of other parties on your behalf.

In the event of an accident or incident as a result of any of the aforementioned, the Customer shall not be entitled to the benefits of KINTO Protect and the Customer shall be liable for all cost, loss, damage or Total Loss of a Vehicle equal to the Liability Charge, which shall be payable on demand.

Sharing of information

We respect the confidentiality of your information. However, to ensure sound practices and prevent fraud, we confirm and disclose information relating to claims and financial history where applicable.

You agree that we may monitor, track and analyse Vehicle use and driver behaviour via the standard Telematics Unit installed in each Vehicle. The information gathered will be stored and used in accordance with the Privacy Policy.

KINTO Protect changes and cancellation

KINTO reserves the right to cancel KINTO Protect and/or the relevant Contract or Contracts at any time by giving you 31 Days notice electronically or by post to your last known address if:

- You have had 2 (two) incidents where you are at fault;
- We are notified by the Police or other lawful authority that any Vehicle is being used in any unlawful activity, in which case you become fully liable for all loss, cost, damages and Total Loss of a Vehicle as contained in Clause 13 (Liability of Customer for costs, loss, damages to, or Total Loss of Vehicles) of the KINTO Master Terms equal to the Liability Charge.

Important time limits in connection with Incidents

- Inform us when anything happens to a Vehicle which may result in a loss to KINTO within 24 hours;
- Report Vehicle theft and/or accident to the South African Police Service and obtain a copy of the Accident Report (AR) Document with the SAPS Case Number:
    - If a person is killed or injured in the accident, it must be reported within 24 hours of the occurrence;
    - If no injuries or fatalities occurred but there was property damage, the accident must be reported on the first working day after the incident.
- Provide us with any information, evidence, documents, and co-operation asked for, within 14 days of our request;
- If a Vehicle has been stolen and recovered, assist KINTO in identifying the Vehicle within 21 days of being requested to do so.

What you are Liable for in the event of an incident (If applicable)

First amounts payable:

- Basic Liability Amount per Incident: R5,500 (Five thousand five hundred Rand)

Additional:

- Driver under 25 years of age: Liability Amount per Incident: R2,500 (Two thousand five hundred Rand);
- No third party involved (Single Vehicle Accident): Liability Amount per Incident: R2,500 (Two thousand five hundred Rand);
- Second incident within 12 months - excluding windscreen repair incidents: Liability Amount per Incident: R2,500 (Two thousand five hundred Rand);
- Windscreen incidents: R0 (nil).

Note: **The Excess Payment amounts stated are per condition above, and are cumulative if more than one condition applies in an incident.**

Towing and storage

KINTO has a dedicated towing provider who will assist you in the event of an accident. You will be personally responsible for the cost of the towing and storage of your Vehicle if you do not call our towing number and/or do not use our appointed towing operator. Please call KINTO Protect on 010 5101791.

Steps to follow after an incident

When there is an incident that causes any damage to a Vehicle, or third-party property, whether or not the accident or damage is caused by a Vehicle described in the Master Rental Agreement or a Schedule you must:

1. Take reasonable precautions to prevent or minimise further loss, damage or theft;
2. Co-operate fully with us and any third party, in relation to any investigation or legal proceedings associated with the accident, theft or damage sustained in connection with a Vehicle.

At the scene of the accident

1. Never admit to being at fault.
2. If your Vehicle needs to be towed, call us on 010 5101791.
3. Where possible, take photographs of the damage, scenery and other important details.
4. Obtain the following details from the other parties involved and of any witnesses to the accident:

- Driver's Name & Surname
- ID number
- Contact numbers – mobile, work and home
- Physical address
- Drivers licence details
- Vehicle Details - description, registration number, licence disc
- Insurer details – Insurer name, broker, policy number, contact numbers.

When asking for the above particulars, please mention that you will be giving their personal information to us in accordance with the Privacy Policy.

After the accident or theft

1. Call us on 010 5101791 or e-mail claims@vapsure.co.za within 24 hours to report the damage or incident or as soon as reasonably practicable.
2. Report the accident to the South African Police Service within 24 hours and provide us with a copy of the Accident Report document and the police case number.
3. Complete and lodge the appropriate Incident Report in the format provided by KINTO Protect together with all supporting information and documentation, accurately and within 7 days. The appropriate Incident Report can be downloaded from http://www.toyota.co.za/kinto or http://www.lexus.co.za/kinto.
4. Do not admit any fault, make any offer of/or settlement, without our written agreement;
5. You must obtain our written approval before repairing any damage;
6. Comply with instructions and guidance provided by KINTO or Vap-Sure.

Windscreen replacement or repairs

1. Complete and lodge the appropriate Incident Report in the format provided by KINTO Protect together with all supporting information, documentation and pictures of the chip and/or crack. The appropriate Incident Report can be downloaded from http://www.toyota.co.za/kinto or http://www.lexus.co.za/kinto.
2. Our service provider will be sent out to repair the damage. If unrepairable, the service provider will notify us and make arrangements for replacement of the windscreen.

Administration of Incidents and Claims

KINTO has appointed Vap-Sure to administer all incident related matters. Their particulars are as follows:

Name: Vap-Sure Underwriting Managers Proprietary Limited

24/7 Call Centre number: **010 5101791**

E-mail: claims@vapsure.co.za

Please call the above number for accidents, incidents, thefts, accident related towing, and roadside assistance.

In the event of a complaint, please e-mail complaints@vapsure.co.za

ANNEXURE 2

FAIR WEAR AND TEAR EXAMPLES

FOR TOYOTA, LEXUS AND HINO

This Fair Wear and Tear Guide serves to ensure a clear understanding of the expectations, terms and conditions of the Vehicle return process.

Any Vehicle/s returned to KINTO South Africa should be returned in accordance with the conditions of this Fair Wear and Tear Guide.

The cost of any repairs required to return the Vehicle to a condition consistent with this Fair Wear and Tear Guide will be for your own account.

Examples of Acceptable Fair Wear and Tear	**Examples of Unacceptable and/or Excessive Wear and Tear**
General	
Good working condition, clean and free from damages. All Maintenance and Services to be completed by an Authorized Supplier according to the Manufacturer's guidelines.	Missed services, repairs carried out by unauthorized Suppliers. Any Vehicle returned without clear proof of service, repairs or maintenance work performed outside of the approved parameters will be charged for.
Wear and tear solely as a result from the use and purpose for which the Vehicle was designed	Broken or damaged items, missing components or parts. Free from accident damage, corrosion or contamination caused by goods carried
The HINO Vehicle must be capable of passing a COF test and must have a valid COF and license disc.	Missing spare keys, tools, lifting jack, spare wheel/s, Owner's manual and service book.
Bumpers and Mouldings	
Marks covering an area less than 10cm2 by 0.5mm deep.	Broken bumpers and mouldings.
Dents covering an area less than 20cm2 and not more than 0.5mm deep and 2 per bumper or moulding.	Cracked / split / bent / twisted bumpers.
	Misalignment, gouging, excessive paint chips.
Body Panels, Exterior Trim and Paintwork	
Light scratches if not through the colour coating – no more than 3 per panel / 9 per Vehicle. Excludes items through to the metal.	Exposed undercoat or metal, any rust. Hail damage.
Chips – 6 chips per panel up to 3mm diameter.	Scrapes / deep scratches (>40mm in length)
Dents – 2 per panel, 8 per Vehicle at 30mm diameter by 2mm deep.	Multiple dents (more than 3) on a single panel irrespective of size and depth
Small areas of minor stone chipping.	Misaligned, buckled, and distorted panels.
Repairs by approved panel beaters with no colour mis-match	Poor panel / paint repairs.
Must be free of all customer decals, glue and sign writing	Foreign matter etched into paintwork (e.g. tar, resin, paint).
	Roof and gutter damage caused by the fitting of a roof rack.

Examples of Acceptable Fair Wear and Tear	Examples of Unacceptable and/or Excessive Wear and Tear
	Damaged radiator grille, vehicle logos and model designation badges.
Accessories and equipment	
Removal of any accessory fitted at the customer's expense provided this does not cause damage to the Vehicle.	Missing cigarette lighters, badges, knobs, trims, tools, jack, key and spare keys, spare wheel, spare tyre, service books.
The Vehicle should comply in all respects with the specifications and original equipment as originally supplied	Removal or breakage of any original Vehicle accessories Broken aerial
Glass, lights, and mirrors	
Light scratching and minor chipping around the periphery of the windscreen or headlights and taillights, etc.	Windshield, side and rear glass: Any cracks, scratches and deep stone chips which will cause the Vehicle to fail a roadworthy test. Any damage in front of the driver view.
Minor pitting provided any mirror surface is not damaged	Broken or cracked mirror glass, lights, or frames.
Windscreen must be free of damage or discoloration to the glass.	Damage to electronics in front or rear screens.
All lamps must be operational.	Holes or cracks in light glasses or lenses
Underbody	
The 5th wheel must be in a good, operating condition.(HINO vehicles only)	Major oil leaks or defects in the driveline.
Frame, springs free from cracks or breaks.	Extensive rust / corrosion.
Suspension components free from cracks or breaks.	Damaged exhaust system.
Axle housings will be free from cracks or breaks.	Poor repairs.
	Twisted or bent chassis.
Minor dents and deformations provided it has not caused corrosion.	Any damage to underbody which will cause the Vehicle to fail a roadworthy test.
Cab/Body Interior	
Clean and tidy condition with minor scuffing.	Burns – cigarette or other.
Fading caused by normal exposure to sunlight.	Cuts, rips or tears to upholstery, split seams, head lining, sun visors, etc.
Interior upholstery including flooring must be in fair/good condition, free of rips, tears or holes and burn marks.	Stains from food, cosmetics, oil, paint, solvent, glue, chemicals, dirt, odour, or other substances which cannot be removed using a standard upholstery cleaner.
Stains that are removable.	Damage to seat structure.
Cab heater, all gauges, lights and controls must be in a good operating condition	Damage to cab interior from fitment of mobile devices, reversing aids, navigation systems, CB radios, in-cab video monitoring or any similar fitments
	Mismatched colours.

Examples of Acceptable Fair Wear and Tear	Examples of Unacceptable and/or Excessive Wear and Tear
Customer Accessories can be removed provided the removal does not cause any damage to the Vehicle.	Damage to any switch, control, knob, electronic device or other interior item.
Dashboard, fascia, and door trims	
Moderate scratches / markings.	Tears and splits.
Fading caused by normal exposure to sunlight.	Burns.
Removable stains and scuffing.	Holes or damage.
	Missing items / accessories (e.g., radio, ashtray, cup holder.
Tyres, wheels and trim (including spare)	
Each tyre and the spare tyre and rim is in a roadworthy condition and is of the same type and specification all-round the vehicle.	Broken / cracked tyres and wheel trims.
Rims must be in the same configuration as originally supplied	Mismatched tyres and wheel trims.
Signs of wear and tear in the side wall or tread width are acceptable if the mark or cut does not go through the tyre cord's structure	Tyres including spare Tyres that do not meet South African Roadworthy standards
Retread tyres only acceptable on drive axles, must be same pattern per axle. Must show the stamp of the supplier. (HINO Vehicles only)	Replacement tyres / wheels that do not meet manufacturer recommendations.
Front tyres must be a premium brand recognized by HINO (HINO Vehicles only)	Tyres with uneven wear
Engine and drivetrain components, air conditioner, radiator, batteries and equipment	
Batteries must be capable of passing a discharge test and in such condition to be capable of starting the engine when cold.	
The Vehicles must be free from any major leaks or defects in the driveline, mechanical, electrical, electronic, compressed air, air valve, hydraulic components or systems.	Damage or defects of engine, transmission and rear axles
Brake and clutch linings/disc pads must be in a good working condition.	Excessive wear, cracked, damaged brake drums / discs.

ANNEXURE 4 - KYC AND FICA REQUIREMENTS

The Agreement is subject to the provision by Customer of the Know Your Customer ("KYC") and Financial Intelligence Centre Act ("FICA") information set forth in Clause 24 (Undertakings – All Customers) of the Agreement. The Customer may not order any Vehicle unless it has provided all the documents and other evidence listed below for all of the Surety Entities (if applicable) in form and substance reasonably satisfactory to KINTO, which in turn shall notify the Customer promptly upon being so satisfied.

Company, Close Corporation and other CIPC Registered Entities/Surety Entity

1. COR 14.3 – CIPC Registration Certificate
2. Latest/amended Memorandum of Incorporation (MOI)
3. Certificate of change of name of company – if applicable
4. COR 21.1 - Notice of Registered Office and Postal address
5. CIPC Disclosure Certificate not older than 3-months
6. List of active directors/officers, copies of their Identity Documents and proof of residential address (utility bill reflecting the person's physical address – not older than 3 months)
7. Copy of latest annual financial statements signed by directors and auditor.
8. Copy of latest signed management accounts if annual financial statement are more than 6 months old.
9. Recent SARS Tax Clearance Certificate / SARS PIN.
10. Official SARS document reflecting the company's VAT Registration number.
11. Copy of verified bank statements for last 6-months
12. Bank confirmation letter, not older than 1 months
13. Company letterhead confirming contact details/business address.
14. Signed resolution authorising person(s) to act on behalf of the company.
15. Source of Funds Declaration
16. Confirmation of Shareholding of the Company, stamped by the company secretary/auditors of the company.
17. In respect of each director, and each authorised person, and each shareholder holding more than 25% of the voting rights of the company:

17.1 Certified Copy of the Identity document

17.2 Proof of residential address (utility bill reflecting the person's physical address – not older than 3 months).

Private Individual/Surety Entity

1. ID Card front and back in a jpg/jpeg format or a green barcoded ID picture in a jpg/jpeg format
2. Selfie picture of the applicant saved in a jpg/jpeg format.
3. Proof of residence not older than 3 months (utility bill reflecting the person's physical address – not older than 3 months)
4. Confirmation of a bank account not older than 3 months.
5. Latest 3 months bank statement
6. Latest proof of income.

Trust/Surety Entity

1. Certified Copy of the Trust Deed or copy of other founding documentation by which the trust is created.
2. Certified Copy of the Letters of Authority issued and stamped by the Master of the High Court, authorising trustees to act on behalf of the trust.
3. Copy of latest audited annual financial statements of the trust, signed by trustees and auditor.
4. Copy of latest signed management accounts if annual financial statements are more than 6 months old.
5. Official SARS document reflecting the Trust's Income tax number.
6. Official SARS document reflecting the company's VAT Registration number.
7. Copy of verified bank statements for last 6-months
8. Bank confirmation letter, not older than 1 months
9. Trust letterhead confirming contact details/business address.
10. Signed resolution authorising person(s) to act on behalf of the trust, signed by ALL the Trustees
11. Source of Funds Declaration
12. In respect of the Founder, each Trustee, each authorised person, and each beneficiary of the Trust:

12.1 Certified Copy of the Identity document

12.2 Proof of residential address (utility bill reflecting the person's physical address not older than 3 months)

Please note: All documents to be signed by a director and certified as true copies of the original.