

DEFINITIONS AND EXPLANATIONS

1. In this Agreement, the words below mean the following:
 - 1.1. "this Agreement" shall mean this Lease between the Landlord and Tenant;
 - 1.2. "Business Day" shall mean any day of the week, excluding Saturdays, Sundays and public holidays;
 - 1.3. "The Consumer Protection Act" shall mean Act 68 of 2008 read together with the final regulations of 1 April 2011 and any amendments thereto;
 - 1.4. the "Initial Period" shall mean the period of the Lease as described on the cover page.
 - 1.5. the "Landlord" shall mean Lykoi (Pty) Ltd, Registration Number 2016/319227/07 a private company with limited liability duly incorporated according to the laws of the Republic of South Africa, trading as Storgeworx;
 - 1.6. the "Managing Agent" shall mean Afhco Property Management (Pty) Ltd, Registration Number 2001/012243/07 a private company with limited liability duly incorporated according to the laws of the Republic of South Africa;
 - 1.7. "Month" shall mean one calendar month;
 - 1.8. "The Protection of Personal Information Act" shall mean Act 4 of 2013 and any amendments thereto;
 - 1.9. "date of Signature" shall mean the date on which this Lease is signed by the last party to do so;
 - 1.10. the "rent" shall mean the rental that must be paid by the Tenant to the Landlord for renting the Unit;
 - 1.11. the "Tenant" shall mean the natural or juristic person/s stated on the cover page;
 - 1.12. the "Unit" shall mean the Storage Unit rented in terms of this Lease;
 - 1.13. "VAT" shall mean value added tax.

2. MANAGING AGENT

- 2.1. The Tenant hereby acknowledges that Afhco Property Management ("AFHCO"), domiciled at the 1st Floor, Afhco Corner, 64 Siemert Road, New Doornfontein, Johannesburg, 2094, is the duly authorised Managing Agent ("the Managing Agent") of the Landlord and that it may exercise on behalf of the Landlord all the Landlord's legal rights and claims in terms of this Lease until written notice to the contrary shall have been received by the Tenant from the Landlord.
- 2.2. Contact details for the Managing agent: Afhco Customer Services (011 224 2400); customerservices@afhco.co.za
- 2.3. Afhco Property Management (Pty) Ltd as defined in this agreement, hereby warrants the validity of its Fidelity Fund Certificate as at the date of signature of this Lease Agreement.

3. COMMENCEMENT, DURATION AND TERMINATION OF THE LEASE

- 3.1. The Landlord hereby lets to the Tenant the Unit, who hires from the Landlord the Unit set out above on the terms of this lease and in return for payment of the rental.
- 3.2. This lease will:
 - 3.2.1. commence on the occupation date provided the Tenant has complied with its obligations in terms of clause 4.1 and 4.2 of this Agreement;
 - 3.2.2. continue and remain in force and effect until terminated by either party on 15 (fifteen) days written notice to the other party.
- 3.3. The Landlord is entitled to terminate this Agreement immediately in the event of illegal or environmentally harmful activities on the part of the Tenant, which is considered a major breach of this Agreement.
- 3.4. The termination of this Agreement, for any reason whatsoever, will not:
 - 3.4.1. invalidate the obligations of either party provided such obligations arose prior to the date of termination;
 - 3.4.2. affect those provisions of this Agreement which expressly provide that they will operate after any such termination or which, of necessity, must continue to have effect after such termination, notwithstanding the fact that the clauses themselves do not expressly provide this.
- 3.5. Upon termination of this Agreement and subject to the Landlord's Hypothec contemplated in clause 10, the Tenant must remove everything stored in the Unit and leave the Unit in a clean condition and in a good state of repair to the satisfaction of the Landlord.
- 3.6. Should the Tenant fail to take occupation of the Unit within a period of 7 (seven) days of the commencement date or from the date on which occupation of the Unit is tendered to him in terms of this Lease, the Landlord shall be entitled without prejudice to any other rights available to it in law, to immediately cancel this Lease without notice, in which event the Tenant shall have no right or claims of whatsoever nature against the Landlord because of such cancellation but shall forfeit any rent deposit paid and be liable for any loss of rent or other damages sustained by the Landlord as a result of such cancellation.
- 3.7. In the event of the death of the Tenant, the Landlord shall be entitled to immediately cancel this Lease agreement and to take occupation of the Unit. Any rent paid in advance of beneficial occupation by the Tenant shall be refunded on a pro-rata basis to the deceased estate of the Tenant.
- 3.8. In the event of a fire occurring in the Unit, the Landlord shall be entitled to immediately cancel this Lease in which event he shall refund to the Tenant any rent paid in advance beyond the date of such cancellation and the Tenant shall not have any claim for damages in consequence of any such deprivation or for damage by the fire to furniture or any personal effects

4. RENTAL

- 4.1. If the date of expiry falls within 3 (three) months of the date of occupation then the Tenant will pay the rental for the full period of the Lease in advance, on or before the date of signature of this Lease.
- 4.2. Should the Tenant wish to extend the lease period for a further period on a month-to-month basis, the Tenant will give written notice to the Landlord of such intention, 15 (fifteen) days prior to the date of expiry. The Tenant must ensure that the rental for the month(s) after the initial period is paid on or before the first day of each month thereafter.

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4.3. If the date of expiry falls after 3 (three) months from the date of occupation then:

4.3.1. the first month's rent is payable on the date of signature of this Lease, and

4.3.2. each succeeding month's rent is payable monthly in advance on or before the first day of every consecutive month.

4.3.3. Payment is to be made either by means of debit order against the Tenant's bank, by direct deposit or Electronic Funds Transfer (EFT) to Lykoi (Pty) Ltd at FNB Bank, account number 631-5965-9037, or into such other account as the Landlord may notify the Tenant in writing from time to time.

4.3.3.1. The Tenant agrees to use their unique Tenant Reference Number (6 numerical digits) whenever a payment is made. The unique Tenant Reference Number will appear on the monthly invoice / statement.

4.3.3.2. The onus is on the Tenant to request a statement should a statement not be received. Not receiving a statement cannot be used as an excuse for not making payment.

4.3.3.3. The Tenant will also need to pay any reasonable charges that may come about because of the late payment of rentals, or any other terms which the Tenant does not comply with.

4.3.3.4. The rent payable in terms hereof, may increase by a market related amount on 1 (one) months written notice to the Tenant by the Landlord from time to time.

4.3.3.4.1. If the Tenant does not accept such increase then the Tenant shall be entitled to terminate this lease on or before the adjustment becomes effective provided the Tenant has given the Landlord notice of such cancellation.

4.3.3.4.2. The Tenant shall not withhold, defer, or make any deduction from any payment due to the Landlord, whether or not the Landlord is indebted to the Tenant or in breach of any obligation to the Tenant.

4.3.3.4.3. A certificate issued under the signature of any director or manager of the Landlord, setting out any amount owing by the Tenant in terms of this lease shall be prima facie proof thereof (being proof on the face of the document) and sufficient for the purpose of obtaining summary judgement and/or provisional sentence against any of the Debtors.

5. DEBIT ORDERS

5.1. If the Tenant signs a debit order in favour of the Landlord then:

5.1.1. the Tenant warrants that there are, and will continue to be, sufficient funds in the bank account for the payment of the debit order, throughout the duration of this lease.

5.1.2. the Tenant shall pay the Landlord an administration fee of R115.00 for each debit order returned unpaid, which administration fee shall be in addition to and does not form part of the rental or any other amount owing by the Tenant in terms of this lease.

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6. STORAGE

6.1. The Tenant is entitled to use the Unit for the purpose of storing various movable property provided such storage is done in accordance with the terms of this lease and any rules of conduct created by the Landlord from time to time.

6.2. The Tenant warrants that:

6.2.1. the Tenant is the sole owner of any property ("the Items") stored in the Unit, alternatively, is in lawful possession of the Items;

6.2.2. the Tenant has full knowledge of the items including but not limited to all the details, description and value of each of the Items.

6.3. The parties acknowledge that the Landlord and the Managing Agent (including its directors, employees, and agents):

6.3.1. has no knowledge of the Items including but not limited to their details, description and value;

6.3.2. does not take or have possession of any of the Items;

6.3.3. does not accept any risk or benefit in the Items all of which remains vested in the Tenant;

6.3.4. is not liable to insure the Items and the Tenant undertakes to insure the Items at the Tenant's cost.

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7. ACCESS TO AND USE OF THE UNIT

7.1. The Tenant may access the Unit:

7.1.1. Monday to Friday (excluding public holidays) between 08h00 and 17h00;

7.1.2. Saturday & Sunday between 08h00 – 16h00;

7.1.3. any other time specifically arranged with the Landlord.

7.2. The parties acknowledge that the Tenant:

7.2.1. is solely responsible to lock the Unit at all times throughout the lease period;

7.2.2. shall provide his own padlock(s) and will remove the padlock(s) on or before the date of termination of this Lease in order to ensure that the Landlord has free and undisturbed access to the Unit;

7.2.3. is not entitled to store any Item which is hazardous, illegal, stolen, flammable, explosive, environmentally harmful, perishable, or food items, or that are a risk to the property or any person;

7.2.4. may only use the Unit for the purpose of storage and must not carry on any business or other activity in the Unit;

7.2.5. must maintain the Unit and keep the interior of the Unit clean and in a state of good repair;

7.2.6. must ensure the Items are dry, clean, free from vermin and/or any other form of contamination, including but not limited to food scraps when stored in the Unit.

7.3. The Tenant is not entitled to sublet the Unit to any other person without the prior written consent of the Landlord.

7.4. The Tenant is not entitled to physically alter or damage the Unit in any way (including the use of screws or nails) without the prior written consent of the Landlord.

7.5. In the event of any alteration and/or damage to the Unit, the Landlord is entitled to claim the cost to repair the Unit from the Tenant, who shall pay such on demand.

7.6. The Tenant must notify the Landlord in writing of any change of address of the Tenant, or that of the Alternate Contact Person.

7.7. The Tenant must notify the Landlord in writing of any change to the Tenant's access list.

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- 7.8. In the event the Tenant has defaulted on any payment owing in terms of this lease and/or has breached this Lease then the Landlord shall be entitled to deny or restrict access to the Unit until such time as the payment has been made and/or the breach remedied, whether or not a formal demand for payment has been made or the Tenant placed in breach.

8. RISK AND RESPONSIBILITY

- 8.1. The Items are stored at the sole risk and responsibility of the Tenant who is responsible for any and all theft, damage to, and deterioration of the Items, and bears the risk of all damage caused for any reason whatsoever including but not limited to flood, fire, water, spillage of material from any other space, removal or delivery of the Items, pest or vermin.
- 8.2. The Landlord shall not be held liable or responsible for any loss, damage or harm to the Tenant or his Items as a result of having entered into this Lease and/or storing any Items in the Unit for any reason whatsoever including but not limited to any acts or omissions, whether negligent or otherwise, of the Landlord, its employees or agents.
- 8.3. The Tenant hereby indemnifies the Landlord and agrees to keep the Landlord indemnified against any loss, damage or harm incurred by the Tenant or any third person, whether to their property or their person, as a result of:
- 8.3.1. the Tenant entering into this Lease;
 - 8.3.2. the Tenant storing any Item in the Unit;
 - 8.3.3. the Tenant fails to comply with any of the Tenant's obligations in terms of this Lease; and/or
 - 8.3.4. the Landlord exercising any of its rights in terms of this lease including but not limited to the exercise of its hypothec and/or selling any Items as contemplated in clause 10 of this lease.

9. VAT INVOICES

- 9.1. The parties acknowledge the rental includes VAT.
- 9.2. the Landlord will provide the Tenant with monthly VAT Invoices.
- 9.3. If the VAT rate is varied during the duration of this Lease or any other form of taxation is imposed on the Landlord, whether by statute, municipal by-law or otherwise, then the rental shall be adjusted to include the variation of the VAT rate and/or the imposition of such taxation and the Tenant shall be liable to pay such.

10. LANDLORD'S HYPOTHEC, THE SALE OF ITEMS AND BLACKLISTING WITH SA CREDIT BUREAU

- 10.1. The parties acknowledge that if the Tenant fails to pay the rent or any portion thereof, then the Landlord has the right to retain (known as a Landlord's Hypothec) anything stored in the Unit until such time as the Tenant has paid in full.
- 10.2. In the event that the Tenant fails to pay the rent, or any portion thereof, and/or breaches this Lease and/or the Lease is terminated for the reasons contemplated in clause 3.3, then the Tenant hereby authorises the Landlord:
- 10.2.1. to enter the Unit to take possession of the Items using such force as is necessary including but not limited to the cutting of any padlocks;
 - 10.2.2. to remove the Items and sell the Items by public auction to defray any amount owed by the Tenant in terms of this Lease; and/or
 - 10.2.3. to dispose of the Items in any other reasonable manner, as the Landlord sees fit.
 - 10.2.4. The Tenant will be notified via email and/or SMS (as per details stated in the contract) of the Auction date.
 - 10.2.5. The Landlord shall be entitled to value the items whose valuation shall be final and binding on the parties.
 - 10.2.6. Money recovered from the sale or disposal of the Items shall be applied as follows:
 - 10.2.6.1. to pay the costs of and associated with the sale or disposal of the Items (including but not limited to any costs incurred with respect to any valuation, legal costs, collection fees); then
 - 10.2.6.2. to any interest payable by the Tenant for any reason whatsoever; then
 - 10.2.6.3. to any other amount owed by the Tenant in terms of this Lease including but not limited to rental and other amounts owed to the Landlord in connection with re-entering the Unit, storing and selling or disposing of the Items; lastly
 - 10.2.6.4. any excess will be paid over to the Tenant without interest.
 - 10.2.6.5. Any amount to be paid to the Tenant will be retained by the Landlord and refunded to the Tenant within 7 (seven) days of presenting proof of the bank account to be refunded. Should proof of bank account not be provided by the Tenant, the amount will be retained by the Landlord until such time as adequate proof is provided by the Tenant.
 - 10.2.6.6. Unpaid clients will be blacklisted with TPN Credit Bureau. The client will be notified via email and/or SMS of blacklisting.
- 10.3. In the event that Landlord removes and/or sells the items stored in the unit as contemplated above or disposes of any items in the unit in anyway whatsoever, the Tenant acknowledges that such items may include personal, sentimental or confidential property. The Tenant acknowledges that the Landlord is under no obligation to inspect, sort, identify any personal, sentimental, or confidential items, including but not limited to documents or materials containing personal information as defined in the Protection of Personal Information Act, 4 of 2013 ("POPIA").
- 10.4. The Tenant confirms that it remains solely responsible for ensuring the safekeeping and removal of any personal or confidential information prior to default and/or termination. The Landlord shall not be liable for any loss, damage, or breach of confidentiality arising from the sale, disposal, or destruction of such items, including those containing personal information. The Tenant indemnifies and holds the Landlord harmless against any claims, demands, or actions by any party arising out of or in connection with the handling, sale, or disposal of items containing personal information in accordance with this clause.

11. BREACHING OR NOT COMPLYING WITH THE TERMS AND CONDITIONS AND PENALTIES

- 11.1. In the event of non-payment, the Landlord can immediately proceed with legal action:
The aggrieved Party ("the aggrieved") shall have the right, without prejudice to any other rights it may have in law, to:
- 11.1.1. enforce any right it may have in terms of this Lease or in law; and/or
 - 11.1.2. demand specific performance from the Party in breach; and/or
 - 11.1.3. claim an amount outstanding in terms of this Lease together with interest thereon; and/or
 - 11.1.4. terminate this Lease without further notice to the Party in the breach.

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- 11.1.4.1. Should the Landlord incur any expenses and/or legal costs in the collection of any amount owing in terms of this Lease then the Tenant shall be liable for such expenses incurred and/or legal costs on the scale as between attorney and client including, tracing charges, attorney's charges, advocates' charges and collection commission, with a minimum administration fee equivalent to R500.00 applicable.
- 11.1.4.2. Should this Lease be terminated for any reason whatsoever and the Tenant fails to remove the Items from the Unit then the Tenant shall be liable to pay the Landlord the equivalent amount of the rental of the Unit from date of termination of the lease until the date of the removal of the Items as liquidated damages.
- 11.1.4.3. The Tenant hereby authorises the Landlord to discuss and disclose any breach and any information pertaining to such breach with the Alternate Contact Person.
- 11.1.4.4. In the event of the Landlord cancelling this Lease in accordance with his rights hereunder and in the event of the Tenant disputing the right to cancel and remain in occupation of the Premises, the Tenant shall, pending settlement of such dispute either by negotiation or by litigation or by determination of the tribunal, continue to pay an amount equivalent to the rent provided for in this agreement in advance as hereinbefore provided and shall continue to pay on due date any other amounts for which he is responsible hereunder and the Landlord shall be entitled to accept such payments and the acceptance thereof shall be without prejudice to, and shall not in any way whatsoever effect the Landlord's claim for cancellation.
- 11.1.4.5. Should the dispute be determined in favour of the Landlord, payment made and received in terms of clause 11.1.4.4 above, shall be deemed to be amounts paid by the Tenant on account of damages suffered by the Landlord by reason of the cancellation of the Lease and / or the unlawful holding over by the Tenant, but without prejudice to any other claim which the Landlord may have against the Tenant for damages or otherwise. Should the dispute, however, be determined in favour of the Tenant, payments made and received by the Landlord in terms of clause 11.1.4.4 shall be on account of the rent payable by the Tenant in terms of this agreement.
- 11.1.4.6. Notwithstanding anything to the contrary contained herein and notwithstanding any receipt given for rent paid, should the Landlord be unable to give the Tenant occupation of the Premises within seven (7) days of the Commencement Date, for any reason whatsoever, the Tenant shall have no claims for damages or other right of action against the Landlord as a result thereof, and undertakes to accept occupation from whatever date the Premises are available subject to a remission of rent for the period of non-occupation.

12. COMPLIANCE WITH LAWS

- 12.1. The Tenant acknowledges and agrees to comply with all relevant laws, applicable to the use of the Unit. This includes laws relating to the Items which are stored, and the manner in which it is stored. Liability for all breach of such laws rests absolutely with the Tenant and includes all costs resulting from such breach.
- 12.2. If the Landlord believes at any time in its sole discretion that the Tenant is not complying with any relevant law relating to the Items stored in the Unit and/or affecting the Tenant's ability to discharge its obligations under this lease, the Landlord may take any action the Landlord believes to be necessary to so comply, including inspection of the Items and termination. the Landlord may also immediately dispose of or remove the Items at the Tenant's expense, and submit the Items to the relevant authorities.

13. INSPECTION AND ENTRY BY THE OWNER

- 13.1. In addition to clause 14, the Tenant consents and authorises the Landlord to enter and inspect the Unit on 5 days written notice.
- 13.2. In the event of an emergency, that is, where the Landlord reasonably believes that laws are being broken, or any property, environment or human life is threatened, the Landlord may enter and inspect the Unit using all necessary force without having given notice to the Tenant. The Tenant irrevocably consents and authorises the Landlord to such entry and inspection.

14. SEARCH OF UNIT

14.1. The Tenant acknowledges that –

- 14.1.1. the Landlord is lawfully obliged under the Customs and Excise Act No.91 of 1964 and the Counterfeit Goods Act No. 37 of 1997, pertaining to the search of the Unit and the detention and seizure of the contents therein, as well as other prevailing laws, to:

- 14.1.1.1. provide relevant officials and authorities with all such information and documentation that the Landlord may have relating to the Tenant, including the identity, known whereabouts and contact details of the Tenant as well as a copy of this Lease; and
- 14.1.1.2. grant the relevant officials and authorities access to the Unit for the purpose of fulfilling their functions in terms of the said legislation including but not limited to entering the Unit, inspecting and/or detaining and/or seizing the contents thereof.

- 14.1.2. The Tenant consents to the Landlord providing such relevant officials with the said information and documentation.

- 14.1.2.1. The Tenant acknowledges that the Landlord shall not be under any obligation to supervise the entering of the Unit nor the inspection and/or detention and /or seizure of the contents thereof by the relevant officials and authorities nor to account to the Tenant for the same.

15. NATIONAL CREDIT ACT

- 15.1. The parties acknowledge that this Lease is not a credit agreement as contemplated by the National Credit Act No 34 of 2005 and is excluded from the operation of such Act by section 8(2)(b) thereof.
- 15.2. Notwithstanding that this Lease is excluded from the National Credit Act, should the Tenant default on the payment of any amount owing in terms of this lease and not remedy such default as contemplated by the breach clause (clause 11), then the Landlord shall have the right, without prejudice to any other rights it may have in law, to report such default and list the Tenant with any credit bureau, including but not limited to TPN.

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16. TENANT CONSENT CLAUSE

16.1. The Tenant hereby agrees and allows –

- 16.1.1. The Landlord, at all times, to contact, request, and obtain information from any credit provider (or potential credit provider) or registered credit bureau that may be necessary to assess the behaviour, profile, payment patterns, indebtedness, whereabouts and creditworthiness of the Tenant.

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16.1.2. The Landlord to furnish information concerning the behaviour profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the Tenant's dealings with the Landlord.

17. PROTECTION OF PERSONAL INFORMATION (POPI)

17.1. Privacy Policy

Respecting and protecting your Personal Information is very important to us. It is also a Constitutional right, legal, and good business practice requirement, which we take very seriously.

"personal information" means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to—

- a) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier, or other particular assignment to the person;
- b) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;

In line with the 8 Conditions in the Protection of Personal Information Act, 4 of 2013 (the Act), the Landlord and Managing Agent:

- a) Accept joint responsibility and accountability with you to responsibly manage and protect your Personal Information when providing our services and solutions to you;
- b) Undertake to receive, only from you, and process the Personal Information that is necessary for the purpose to assist you with your required solutions, conclude the necessarily related agreements and consider the legitimate legal interests of everyone concerned, as required by the Act and to respect your right to withdraw your consent for the processing of your Personal Information;
- c) Undertake to only use your Personal Information for the purpose required to assist you or provide solutions to you;
- d) Undertake not to share or further process your Personal Information with anyone if not required for assisting you with your solutions or by the law;
- e) Undertake to be open and transparent and notify you as and when required by law regarding why and how your Personal Information needs to be collected;
- f) Undertake to safeguard and protect your Personal Information in our possession;
- g) Undertake to freely confirm what Personal Information we have, to update and correct the Personal Information, and to keep it for no longer than legally required.

The Landlord and Managing Agent or the companies who provide or assist with the solutions you required, need to collect, use, and keep your Personal Information as prescribed by relevant laws and regulations and for reasons such as:

- a) To share with and provide relevant products or services to you, to carry out the transaction you requested, and to maintain our relationship;
- b) To respond to your queries;
- c) To confirm and verify your identity or to verify that you are an authorised user for security purposes;
- d) For insurance underwriting purposes;
- e) To assess and process claims;
- f) To conduct credit reference searches or verification, only if you authorise this or if it's a requirement to provide your solutions to you;
- g) For operational purposes required to assist you with the solutions you require;
- h) For audit and record-keeping purposes;
- i) In connection with possible requirements by the Information Regulator or other Government agencies allowed by law, legal proceedings, or court rulings.

The Landlord and Managing Agent may need to share your Personal Information and/or utilise software or online platforms to enter and process your information for an application, claims, or business management purposes. This will only be done in strict adherence to the requirements of the Act.

17.2. By signing this application, you unconditionally consent to your personal data being collected, processed, and stored, in terms of the Protection of Personal Information Act ("POPIA").

17.3. The Tenant consents to the use of their personal information for one or more of the following purposes:

- 17.3.1. to establish an access control system;
- 17.3.2. for safety and security of all occupants of the Premises;
- 17.3.3. to respond to any dispute arising during the tenancy of the Premises by the Tenant (including, but not limited to, disclosing such information to any third parties working on the Landlord's behalf and to credit bureaus and other businesses that provide credit or rental history information about the Tenant);
- 17.3.4. to assist the Landlord in the collection of accounts (including but not limited to disclosing the Tenants personal information to any third party working on the Landlords behalf);
- 17.3.5. The Tenant consents to the installation of surveillance cameras at the Premises to ensure the safety and security of the tenants, visitors and its employees and furthermore consents to the Landlords use of such surveillance cameras.

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18. JURISDICTION

The Tenant hereby consents to the jurisdiction of the Magistrate's Court in respect of any action or proceedings which may be brought against him/her by the Landlord in connection with the Lease, notwithstanding that such action or proceedings would otherwise be beyond such jurisdiction without prejudice to the Landlord's right to institute action in the Supreme Court having jurisdiction.

19. ASSIGNMENT

The Tenant shall not be entitled to assign, cede, delegate or transfer any rights and/or obligations, in whole or in part, acquire or arising out of this Lease without the prior written consent of the Landlord.

20. NOTICE

20.1. Any notice to be given in terms of this Lease shall be sent by email, or SMS (as elected in this agreement) or by hand, to the contact details chosen by the party concerned. In the event of the Landlord not being able to contact the Tenant, notice is deemed to have been given to the Tenant on the day of dispatch if dispatched by email and on the 7th day following the dispatch by email or SMS.

20.2. The parties respectively choose their domicillium citandi et executandi (being their chosen address for the service of all notices and legal process) for all purposes as follows:

The Landlord: The Landlord chooses 1st Floor, Afhco Corner, 64 Siemert Road, New Doornfontein, Johannesburg.

Email: customerservices@afhco.co.za

Contact Number: 011 224 2400

The Tenant: The Tenant chooses the details provided on the front page.

21. INTERPRETATION

Wherever appropriate in this Lease – Words signifying singular shall include the plural and visa versa – Words signifying one gender, shall include the other – Words signifying a natural person, shall include persons of sex as well as firms, associations, companies, partnerships and corporate bodies. The titles and headings in this lease are for purposes of references and convenience and must not be considered for purposes of interpretation.

22. GENERAL

22.1. This Lease does not constitute, create or otherwise evidence a relationship between the parties whether of partnership, employment, franchise or agency and neither party is entitled to act on behalf of or represent the other, for any purpose whatsoever, without the prior written consent of the other party.

22.2. This Lease is the entire contract between the parties.

22.3. Save as may be otherwise expressly provided in this Lease, no alteration, addition, variation or consensual cancellation of this Lease (or of this clause) shall be of any force and affect unless reduced to writing and signed by the Parties or their duly authorised representatives.

22.4. No failure, delay, relaxation or indulgence on the part of either Party in exercising any power or right conferred upon it in terms of this Lease shall operate as a waiver or estoppel of such power or right, nor shall any such failure, delay, relaxation or indulgence be deemed to be a novation of any of the terms of this Lease.

22.5. No waiver made by any Party shall be valid unless in writing and any such waiver shall be construed strictly as relating to the matter in respect whereof it has been made.

22.6. Each of the parties undertakes to do all such things necessary to give effect to this Lease.

22.7. Each provision or part thereof of this Lease is independent and severable from the remaining provisions and enforceable accordingly. If any provision, or part thereof, of this Lease, is unenforceable for any reason but would be enforceable if part of the wording thereof were deleted, it shall apply with such deletions as may be necessary to make it enforceable.

22.8. This Lease shall be binding on and enforceable by the trustees, permitted assigns, liquidators or other legal successors of the parties as fully and effectually as if they had signed this Lease in the first instance and reference to any party shall be deemed to include such party's trustees, permitted assigns, liquidators or other legal successors, as the case may be.

22.9. The Tenant undertakes to strictly comply with all time limits imposed on the Tenant by this Lease.

22.10. The Landlord reserves the right to cede, transfer, or assign all or any of its rights and obligations under this Agreement to any third party by providing notice in writing to the Tenant.

23. SIGNING

23.1. This agreement is signed by the parties on the dates and at the places indicated below.

23.2. This agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement as at the date of signature of the party last signing one of the counterparts.

23.3. The parties record that it is not required, for this agreement to be valid and enforceable, for the Parties to initial the pages of this agreement and/or have its signature of this agreement verified by a witness.

23.4. If a person is signing this Lease on behalf of another, the person doing so is confirming that they have the right to do so and, by signature, is agreeing together with the person they are representing, to be equally bound in terms of this Lease.