

VEHICLE RENTAL AGREEMENT

(agreement number 2112100693)

between

INCLUSION SOUTH AFRICA (PTY) LTD t/a PLANET42

(registration number 2017/256375/07)

(referred to as "**Planet42**")

and

(referred to as "**Renter**")

dated and signed **11-Dec-2021**

1 AGREEMENT DETAILS

1.1 Planet42 details:

Company name:	Inclusion South Africa (Pty) Ltd
Reg. no.	2017/256375/07
VAT no.	4170278917
Postal address:	P.O. Box 26403, Monument Park, Pretoria, Gauteng, 0105
Bank:	ABSA Bank
Account number:	4092479790
Email:	info@planet42.com

1.2 Renter details:

Full name:	
ID number:	
Address:	
Postal code:	
Email:	
Phone:	
Bank:	
Account no.:	
Login user name:	
Login password:	The password is sent to your email at the signing of this Agreement. You can also recover your email from our website www.planet42.com

1.3 Agreed rental terms:

First Rent payment (non-refundable, payable now)	R 999 (inclusive of VAT)
Monthly rental	R 9059 (inclusive of VAT)
First payment date	28-Dec-2021
Rental duration	Indefinite, subject to the terms and conditions of this agreement.
Date of payment:	Day 28 of the month
Vehicle:	NISSAN X-TRAIL M1G 2010
Engine no.:	
Chassis number:	

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2 DEFINITION AND INTERPRETATION

2.1. The headings of the clauses of this agreement are for the purposes of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Rental Agreement nor any clause thereof. Unless a contrary intention clearly appears:

2.2. Words importing:

2.2.1 Any one gender includes the other two genders;

2.2.2 the singular includes the plural and vice versa;

2.3. The following terms will have the meanings assigned to them:

2.3.1. **"Rental Agreement"** means this Rental Agreement together with all its annexures (if any);

2.3.2. **"Business Day"** means any day other than a Saturday, a Sunday, or an official public holiday in terms of the laws of the Republic of South Africa;

2.3.3. **"Month"** means any calendar month during the term of this Rental Agreement;

2.3.4. **"Motor Warranty"** means any motor warranty, maintenance warranty or car warranty insurance policy, where specific parts of the Vehicle may be insured (under warranty) at a set cost as from a legal perspective.

2.3.5. **"NaTIS Document"** means the South African certificate of registration of a motor vehicle that is issued to the title holder of a motor vehicle as per the National Road Traffic Act;

2.3.6. **"Parties"** means Planet42 and the Renter and any reference to "a party" shall refer to one of the relevant parties as required by the context;

2.3.7. **"SAVRALA Guide"** means the Southern African Vehicle Rental and Leasing Association code of conduct standards regarding fair wear and tear in the context of this Rental Agreement. The SAVRALA Guide can be found on Planet42 website.

2.3.8. **"VAT"** means any value added tax in terms of the Value Added Tax Act, 89 of 1991, or any similar tax which is imposed in place of or in addition to such tax.

2.3.9. **"Vehicle"** means the unique and specific vehicle in clause 1.3 as selected by the Renter to be the rental vehicle in this Rental Agreement.

2.4. Any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the signature date, and as amended or substituted from time to time.

2.5. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the agreement.

2.6. Where any term is defined within a particular clause other than this clause 2, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

2.7. Where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day. If the last day of such number so calculated falls on a day which is not a business day, the last day shall be deemed to be the next succeeding day which is a business day.

2.8. Any reference to days (other than a reference to business days), months or years shall be reference to calendar days, months or years.

2.9. Any reference to the Renter shall always include a reference to any other person driving the Vehicle, whether allowed or not by this Rental Agreement or any applicable laws.

2.10. The use of the word "including" followed by a specific example/s shall mean including but not limited to.

2.11. The parties acknowledge and agree that any rule of construction requiring that this agreement be interpreted or construed against the party responsible for the drafting or preparation of this Rental Agreement shall not be of any application whether in relation to any dispute arising out of the interpretation of this Rental Agreement or otherwise.

3 CONDITION PRECEDENT

3.1 This Rental Agreement is conditional on the Renter:

3.1.1 Paying the total First Rent payment (non-refundable) at signing to Planet42 directly or indirectly as per clause 1.3, unless instructed otherwise by Planet42;

3.1.2 The client confirming an authorized early debit order (or another type of payment arrangement as decided solely by Planet42).

3.2 If the Renter fails to execute as per 3.1.1 and 3.1.2 above, the provisions of this Rental Agreement shall lapse and be of no further force or effect and neither Party shall have any claim against the other Party arising out of or in connection with this Rental Agreement.

4 VEHICLE RENTAL

4.1 Planet42 rents and the Renter hires the Vehicle for the exclusive use by the Renter, subject to the terms and conditions of this Rental Agreement.

4.2 The Renter has a daily average mileage limit of 400 kilometres and a monthly average mileage limit of 12,000 kilometres.

4.3 This Agreement is one of rental only and the Renter shall not acquire any right, title, or interest to the Vehicle rented under this Rental Agreement other than that of a Renter, subject thereto that the Renter will be registered as the Owner/user on the NaTIS Document, but Planet42 will remain the titleholder and the common law owner of the vehicle.

4.4 For purposes of clarity, the Renter acknowledges Planet42 is the titleholder and common law owner of the Vehicle rented hereunder. The Renter further agrees that it does not acquire any legal or equitable interest in the rented Vehicle but shall merely have the possessory right to use and operate the Vehicle, which possessory right shall be forfeited upon any termination of this Rental Agreement, as hereinafter provided.

5 DELIVERY AND RETURN OF VEHICLE

5.1 The delivery of the Vehicle by the Renter takes place after the signing of this Rental Agreement. By signing this Rental Agreement, the Renter has an obligation to take delivery of the Vehicle.

5.2 By signing this Rental Agreement the Renter acknowledges that he:

5.2.1 has inspected the Vehicle;

5.2.2 is satisfied with the Vehicle and this Rental Agreement, being suitable for the particular purpose as communicated to Planet42 by the Renter;

5.2.3 the Vehicle is free of all damage, and;

5.2.4 is in good and roadworthy condition.

5.3 At the signing of this Agreement, the risk in and to the Vehicle (including the risk damage, accident, theft or a total loss) will pass to the Renter and will remain with the Renter until termination of this Rental Agreement. If any such risks materialize, Planet42 is not liable to provide a substitute vehicle.

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5.4 On any termination of this Rental Agreement, the Renter shall return the Vehicle in as good condition as when received by the Renter, ordinary wear and tear as per SAVRALA Guide and damage or defects, which are specifically covered by Motor Warranty, and natural depreciation, excepted. The Renter bears all delivery costs.

5.5 The return address of the Vehicle is communicated to the Renter by Planet42 reasonably in advance and the return will be made between 10h00 and 16h00 on a Business Day.

5.6 All risk of loss or damage to the Vehicle shall remain with the Renter until Planet42, its representative or partner has issued an acknowledgement of receipt in respect of the Vehicle, it being specifically agreed that the Vehicle shall be deemed not to have been returned to Planet42 if it is left at the return address of the Vehicle without an acknowledgement of receipt having been obtained.

5.7 If upon any termination of this Rental, the Vehicle is returned in an unsatisfactory condition, excepting ordinary wear and tear as per SAVRALA Guide, as inspected by Planet42 or its representatives, the Renter shall pay, as additional rent, to Planet42 the cost incurred or evaluated to reinstate the Vehicle to a satisfactory condition.

5.8 Failure to return the Vehicle on the return date at any termination of this Rental Agreement shall constitute illegal possession of the Vehicle by the Renter and Planet42 or its agents and successors may take whatever legal steps may be necessary to procure the return or recovery of the Vehicle at the cost and expense of the Renter. This may include reporting the Vehicle as stolen or recovering the Vehicle wherever it may be found and from whom whatsoever repossessed from.

5.9 Planet42 has the right to claim a penalty fee from the Renter in the amount of R 500 (five hundred rand) per each day of delay in returning the Vehicle. Paying the penalty fee does not release the Renter from the obligation of returning the Vehicle.

5.10 The Renter expressly consents that Planet42 or its agents and successors always have the right to come personally to the Renter for return of the Vehicle at any location and the Renter undertakes to turn over the Vehicle immediately at such location in case of termination of this Rental Agreement. The Renter undertakes to cover the costs of such a return of the Vehicle from the location to Planet42 or its representatives.

5.11 The Renter authorizes Planet42 to use all personal information of the Renter that Planet42 has access to for tracking and recovering the Vehicle upon the Renter's failure to return the Vehicle. This includes triangulation of cell phones in accordance to RICA Act 70 of 2002.

5.12 The Renter voluntarily and irrevocably consents to the removal of the Vehicle from his possession in circumstances where he is in breach of this Rental Agreement as per paragraph 17 below;

5.13 The Renter agrees to pay all costs of recovering the Vehicle together with reasonable attorney fee and costs attributable to all suits commenced by Planet42 under this provision.

6 DURATION

6.1 This Rental Agreement shall commence on date of signing as indicated on the first page and shall endure for an indefinite period as referred to in clause 1.3 above.

7 MONTHLY RENTAL

7.1 The monthly rental shall be the amount indicated in clause 1.3 above.

7.2 The monthly rental shall be payable each month in advance on the day of the month as indicated in clause 1.3.

7.3 Rental for the first month until the next date of payment shall be prorated from the signing date of this Rental Agreement.

7.4 The monthly rental shall escalate by up to 8 (eight) % on each

anniversary of this Rental Agreement.

8 PAYMENTS

8.1 All payments due by the Renter to Planet42 under this rental shall be effected by any debit order as decided by Planet42 .

8.2 The Renter will pay all the monthly rental payments on time at no later than at the date specified as per clause 1.3. The Renter will be in material breach of this Rental Agreement as per clause 17.1 if he fails to pay the monthly rental payment on time.

8.3 All payments by the Renter to Planet42 are non-refundable.

8.4 Any revocation by the Renter of a debit order authorisation (including dispute, suspension or cancellation of a debit order in any way) shall constitute a material breach of this Rental Agreement.

8.5 The Renter undertakes to complete and provide all such documents and undertake actions as required by Planet42 to effect such debit order.

8.6 The Renter undertakes to notify Planet42 of any changes to his banking details without delay, but not later than within 2 (two) Business Days from the date of such change.

8.7 Planet42 has the right to request and The Renter agrees to authorize a new debit order within 48 hours from the date of such request by Planet42. The Renter undertakes to complete all such documents and provide all such supporting documents as required by Planet42 to authorize such new debit order.

8.8 Without prejudice to any other rights available to the Renter in terms of this rental or in terms of law, the Renter will be liable to pay a penalty amount of R 100 (one hundred rand) in the event of a debit order being returned unpaid and for each day until the debit order is paid.

8.9 In the event of the debit order being returned unpaid, the Renter authorizes Planet42 to adjust the date of payment of the monthly rental by the Renter to any calendar day of the month at the sole discretion of Planet42.

8.10 The Renter shall not withhold, defer, or make any deduction from any payment due to Planet42, whether Planet42 is indebted to the Renter or in breach of any obligation to the Renter.

8.11 The rent and all other amounts payable by the Renter under this Rental Agreement shall be inclusive of value-added tax as far as it is applicable.

9 TRACKING DEVICE

9.1 The Vehicle may be equipped with a tracking device at any time, by Planet42.

9.2 Under no circumstances whatsoever is the Renter entitled to remove the tracker or tamper with the tracker.

9.3 Removal or tampering of the tracker or loss of signal of the tracker shall be a material breach of this Rental Agreement.

9.4 The Renter irrevocably gives consent to the Vehicle being tracked to monitor the duties of the Renter regarding the intended use of the Vehicle as per clause 11.3.

10 ASSIGNMENT AND SUBLETTING OF THE VEHICLE

10.1 The Renter shall not be entitled to cede or assign any of the rights and obligations of the Renter under this Rental Agreement, sublet the Vehicle in whole or part, or give up possession of the Vehicle to any third party.

10.2 The Renter may not alienate, pawn, mortgage, or encumber

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the vehicle.

11.3 The Renter may permit other persons possessing a valid driving license to drive the Vehicle. All risks related to the other person are borne by the Renter.

11 GENERAL DUTIES OF RENTER

11.1 The Renter is obliged to do everything reasonably possible to prevent any damage to, loss of, theft of or any other manner of decrease in value of the Vehicle.

11.2 The Renter undertakes that he is liable for the monthly rental payment, regardless if the car breaks down

11.3 The Renter shall not (including but not limited to):

11.3.1 drive or use the Vehicle in violation of any statutes, laws, ordinances, rules or regulations, or contrary to the provision of any applicable insurance policy. This includes driving the Vehicle, whilst not holding a valid driving licence or under the influence of alcohol, where exceeding the legal limits, or narcotic drugs;

11.3.2 permit any other person to drive the Vehicle whilst not holding a valid driving license;

11.3.3 cause or permit the Vehicle to be used or driven unlawfully, unreasonably, irresponsibly, recklessly, negligently, in an un-roadworthy condition, for a purpose for which it was not designed or in conditions which is liable to cause danger to any person or property (including damage, theft, loss or undue wear and tear to the Vehicle which would normally not occur) or in breach of any road and traffic regulations, statutory or other law. This includes among others not participating in any motor sport, pace making, rallying, reliability trials or other similar activities;

11.3.4 cause or allow the Vehicle to be neglected, abused, damaged, modified either in terms of its body or its components, tamper with, remove or replace any of the Vehicle's components;

11.3.5 drive or use the Vehicle outside of the Republic of South Africa. A cross-border authorization letter can be requested from Planet42. Planet42 is not responsible for any cross-border fees, payments, or other costs.

11.3.6 cause or permit the Vehicle to be driven on any roads not properly construed or suitable for the Vehicle;

11.3.7 propel or tow any other Vehicle, unless in strict accordance with the manufacturer's specifications;

11.3.8 abandon the Vehicle;

11.3.9 cause or permit the Vehicle to be loaded more than the loading or passenger seating capacity specified by the manufacturer or permitted by law;

11.3.10 transport goods (including hazardous materials) in violation of any customs laws and regulations, road traffic regulations or in any other illegal manner as defined by regulations promulgated by any authority in the Republic of South Africa;

11.3.11 tamper with the tracker device installed in the vehicle as per clause 9 of this Rental Agreement.

11.4 The Renter will take all precautions that the Vehicle shall be kept properly locked, secured, and have all available alarm or anti-theft device in operation when the Vehicle is not in use.

11.5 The Renter will make sure that the keys of the Vehicle are always under his control.

11.6 The Renter shall keep and maintain the Vehicle in good operating condition and working order during the term of this Rental Agreement. The Renter will make all necessary repairs, replacements or remove all damage to the Vehicle at its own cost as per the manufacturer's suggested maintenance program, except where fair wear and tear takes place as per SAVRALA Guide. All replacement parts

and accessories including batteries but excluding minor parts such as spark plugs and oil filters regularly scheduled for replacement, must be parts specified by the manufacturer. The Renter agrees to submit to Planet42 the documents proving the fulfilment of maintenance obligation on demand.

11.6.1 The Renter shall provide for the Vehicle all fuel, lubricants, tires and daily consumables as required for the proper operation and/or protection of the Vehicle and approved by the manufacturer if applicable;

11.6.2 Except fair wear and tear as per the SAVRALA Guide, the Renter shall provide for the Vehicle:

11.6.3 regular service as per the manufacturer's specifications or requirements and all normal preventative maintenance in respect of the Vehicle;

11.6.4 repairs of damaged glass, including windscreens, lenses, sealed beams, and mirrors;

11.6.5 repairs to or maintenance of all body work or equipment, accessories, or fitments, which were not fitted to the Vehicle at delivery;

11.6.6 the replacement of all parts or items missing from the Vehicle since the delivery date;

11.6.7 all repairs or maintenance which are occasioned, wholly or partially, by the Renter's failure to comply with any obligation in terms of this Rental Agreement;

11.6.8 all other maintenance and repair;

11.7 The Renter agrees to do everything necessary in the shortest possible time to restore the Vehicle to its value. Planet42 decides on the decrease in the value of the Vehicle and the sufficiency of its restoration.

11.8 Planet42 may inspect the Vehicle, upon the Renter's premises or elsewhere at any reasonable time, and the Renter shall cooperate fully to facilitate such inspections.

11.9 All parts and accessories that are replaced or added to the Vehicle during the rental period are the property of Planet42 and the Renter is not entitled to a compensation.

11.10 The Renter agrees to hold the driver of the Vehicle liable for any damage caused by the driver in breach of the conditions of this Rental Agreement or liable for any wilful damage to the Vehicle, or for any damage due to carelessness or negligence of the driver, the payment of which damages the Renter herewith guarantees to Planet42.

11.11 The Renter undertakes to notify Planet42 immediately, but not later than within 2 (two) Business Days, by written email notice of the following circumstances:

11.11.1 significant decrease in value of the Vehicle or any circumstances occurred which can possibly lead to significant decrease in value of the Vehicle;

11.11.2 any damages, accidents, incidents, insurance case or Motor Warranty case with respect to the Vehicle;

11.11.3 any event of theft or loss;

11.11.4 any circumstances preventing or disabling the fulfilment of commitments arising from this Rental Agreement by the Renter;

11.11.5 any changes in the Renter's personal and/or contact information (address for delivery of documents, residence address and/or mail address, email address, phone number, etc.) where different from that provided to Planet42 at signing of this Rental Agreement or where different from last reported information;

11.11.6 the Renter filing for bankruptcy including debt counselling, declaring bankruptcy, receiving a judgement, and initiation of enforcement;

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11.11.7 any circumstances that reduce the financial solvency of the Renter or make it for some other reason impossible for the Renter to accordingly fulfil this Rental Agreement.

11.12 the Renter must submit information about his financial situation by email, on the request of Planet42, within 3 (three) Business Days after receiving the corresponding demand.

12 LICENCE PLATES, REGISTRATION AND OTHER FEES

12.1 The Vehicle shall bear a license plate. Planet42 shall be the title holder of the Vehicle on the NaTIS Document. The Renter shall pay the annual registration or license fees.

12.2 The Renter agrees to pay all storage charges, tolls and parking charges. The Renter will pay any fees, including inspection fees, or taxes which may be imposed with respect to any vehicle by any duly constituted governmental authority as the result of the Renter's use or intended use of the Vehicle.

13 TRAFFIC FINES AND SIMILAR CHARGES

13.1 The Renter shall be responsible and liable for the payment of any fines, similar violation related charges and court costs that are incurred by the Renter and/or arising out of the rental and/or use of the Vehicle by the Renter.

13.2 Planet42 does not assume any such responsibilities or liabilities.

13.3 Planet42 shall forward to the Renter any notices received by Planet42 of fines or other penalties levied in connection with the use of the Vehicle, and may pay such fines if the Renter does not do so and may bill the Renter therefore immediately including an appropriate handling fee or add such amount to the next rental billing.

14 TERMINATION

14.1 This Rental Agreement shall generally terminate as per the terms and conditions of this Rental Agreement, in particular, but not limited to clause 15, 16 and 17.

14.2 Planet42 undertakes that it will not terminate this Rental Agreement unless the Renter commits a material breach of the Rental Agreement in clause 17, including but not limited to the failure to pay monthly rental amount on time

15 TERMINATION BY THE RENTER

15.1 The Renter may terminate the agreement, subject to clause 15.2 and the following:

15.1.1 Utilizing the relevant termination function in Planet42 customer login at www.planet42.com, or;

15.1.2 Sending an termination request to Planet42 via email at info@planet42.com; and

15.1.3 Returning the Vehicle to Planet42 as per the return policy in paragraph 5.

15.2 termination is subject to the payment of a cancellation penalty, which will be calculated as follows:

15.2.1 a cancellation penalty equal to 9 months' rental payment will be applicable for cancellation by the Renter within the first 24 months from the effective date;

15.2.2 a cancellation penalty equal to 8 months' rental payment will be applicable for cancellation by the Renter between 24 months and up to and including 36 months from the effective date;

15.2.3 a cancellation penalty equal to 7 months' rental payment will be applicable for cancellation by the Renter between 36 months and up to and including 48 months from the effective date;

15.2.4 a cancellation penalty equal to 6 months' rental payment will be applicable for cancellation by the Renter between 48 months and up to and including 59 months from the effective date;

15.2.5 a cancellation penalty equal to 1 month's rental payment will be applicable for cancellation by the Renter after 60 months calculated from the effective date.

16 TERMINATION DUE TO MATERIAL BREACH

16.1 Upon termination by Planet42 due to a material breach as per paragraph 17 the Renter is obliged to return the Vehicle to Planet42 immediately as per the return policy in paragraph 5.

16.2 On the termination date, the Renter is liable and shall pay to Planet42 all amounts due including all unpaid monthly rental amounts and any unpaid fees, penalties or other charges for which the Renter was liable and which remain unpaid in terms of this Rental Agreement as at the date of the termination.

16.3 Termination by Planet42 is subject to the payment of a cancellation penalty equal to 12 months' rental payment.

17 MATERIAL BREACH OF CONTRACT

17.1 Planet42 has the right to cancel and terminate this Rental Agreement for a material breach, without delay in particular, but not limited to, any of the following circumstances:

17.1.1 where the Renter fails to pay the monthly rental payment on time at the date of payment as per clause 1.3 (this includes a failed debit order collection) and has not paid the amounts due within an additional period of 5 (five) Business Days, granted with a notification wherein Planet42 has declared that, in case the monthly rental payments remain outstanding after such an additional time period, Planet42 will cancel this Rental Agreement and demand the payment of the due amounts in its entirety including the cancellation penalty amount in clause 16.3;

17.1.2 revocation, dispute or suspension of a debit order by the Renter;

17.1.3 decrease in the financial solvency of the Renter in such scale that the capability of the Renter to properly comply with this Rental Agreement is at risk or becomes impossible, including initiation of bankruptcy or enforcement proceedings against the Renter;

17.1.4 the Renter assigning, surrendering or attempting to assign or surrender his estate;

17.1.5 the Renter compromising with his creditors or endeavour or attempt to do so;

17.1.6 the Renter suffering any default final judgement to be granted against him, which remains unsatisfied;

17.1.7 the Renter incurs damage to the Vehicle in circumstances where the insurer or Motor Warranty provider repudiates the claim;

17.1.8 the Renter or his representative has submitted false information during the pre-contractual negotiations, or included false information in this Rental Agreement or related documents to fulfil the requirements arising from this Rental Agreement, or has failed to provide true and correct information as per the confirmations of the Renter in paragraph 21;

17.1.9 the Renter has not properly fulfilled one or several duties set out in clauses 11.11 and 11.12 regarding notifying Planet42;

17.1.10 substantial breach of one or several duties arising from this Rental Agreement by the Renter;

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17.1.11 failing to maintain the Vehicle in accordance with the maintenance provisions of this Rental Agreement in paragraph 11;

17.1.12 removal or tampering of the tracker or loss of signal of the tracker;

17.1.13 repeatedly disobeying the road traffic laws;

17.1.14 abandoning of the Vehicle;

17.1.15 permitting the Vehicle to be seized under any legal process issued against the Renter;

17.1.16 any other reason set out in the applicable legislation.

18 VEHICLE INSURANCE

18.1 Planet42 may insure the Vehicle.

18.2 The Renter may be liable for any deductible or excess payments.

18.3 The Renter shall comply with all terms and conditions of any insurance policy or Motor Warranty, where applicable.

18.4 The Renter may, at its own cost, take additional insurance cover on the Vehicle, notifying Planet42 in the process.

18.5 In case the Renter fails to pay the monthly rental, the insurance cover may be void and the Renter is fully liable for any accidents, damages, incidents, theft or loss.

18.6 The Renter is responsible for the payment of any damages to the Vehicle to Planet42 that is not covered by insurance.

19 DAMAGES, ACCIDENTS, INCIDENTS, THEFT, OR LOSS

19.1 The Renter must as soon as possible but not later than within 24 hours report an accident, theft or loss to the police and obtain a police case number, where applicable.

19.2 In the event of any damages, accidents, incidents, theft or loss the Renter must notify Planet42 as per clause 11.11 in writing by email regarding such an event and include full details of all such damages, accidents, incidents, theft or loss and the names and addresses of all parties and witnesses.

19.3 The Renter is responsible for any damages to the Vehicle and payable to Planet42 in an amount equal to the total cost of repairs to the Vehicle, where the Vehicle is damaged and repaired, or the replacement value of the Vehicle if the Vehicle is written-off in case of theft or total loss, if the Renter:

19.3.1 has caused any damage to the Vehicle that is not covered by insurance or Motor Warranty (where applicable);

19.3.2 Is responsible for a breach of this Rental Agreement or any law or because of any other unlawful conduct.

19.4 The Renter shall keep Planet42 and the insurer fully informed of all claims, suits or proceedings arising out of any damages, accident, incident theft or total loss involving the Vehicle. The Renter shall forward to insurer and Planet42 a copy of every demand, notice, summons or other process received regarding all claims, suits or other legal proceedings resulting from an accident, damage, incident, theft or total loss involving the Vehicle under this Rental Agreement.

19.5 The Renter is responsible for completing all documents required by Planet42 and its insurers, furnish any assistance required by Planet42 and its insurers to deal with any matters arising and permit any representative of Planet42 to inspect the Vehicle at any reasonable time.

19.6 The Renter shall be responsible for any damage, accident, incident theft or total loss to the Vehicle where a claim is repudiated on one or more of the general conditions or exceptions under the

insurance policy by the insurer or by the Motor Warranty issuer and where the Renter is the cause of the repudiation.

19.7 In case of any damages, accidents, incidents, theft or loss, the Renter shall continue to be liable for and shall make monthly rental payments due in terms of this Rental Agreement to Planet42.

20 TRANSFER AND CESSION

20.1 Planet42 has the right to assign the financial claims arising from this Rental Agreement against the Renter partially or entirely to an unlimited number of third parties, and, accordingly:

20.1.1 Planet42 has the right to disclose the following information before assigning the claims to potential acquirers or other third parties in any manner and any form: income (earnings or the like) of the Renter, expenses, credit history (including defaults), age, gender and place of residence; information about the Vehicle being rented (brand, model, colour, fuel, year of issue, engine power, mileage, value, photo and other information about the Vehicle provided to the Renter); as well as the conditions of this Rental Agreement (including the monthly rental amount and duration). Planet42 will not disclose the name, identification code, phone number, email address, photo or the registration number of the Vehicle in the previously described manner.

20.1.2 Planet42 has the right to turn over to the acquirer of the claim the documents or copies thereof related to the claim (including this Rental Agreement and any additional documents), including delivering to the acquirer of the claim the Renter's personal information in possession of Planet42 with respect to this Rental Agreement;

20.1.3 according to an agreement concluded with the acquirer of the claim, Planet42 has the right (but not the obligation) to remain a representative of the acquirer of the claim in relations with the Renter (including accepting payments from the Renter on behalf of the acquirer). Unless Planet42 has notified the Renter otherwise, the Renter makes the payments set out in this Rental Agreement to Planet42;

20.1.4 after acquisition, the acquirer of a claim arising from this Agreement has rights equivalent with those of Planet42 set out in clauses 20.1 and 20.2 of this paragraph of this Rental Agreement, and therewith Planet42 gives consent for exercise of these rights by the acquirer.

20.1.5 Planet42 has the right to notify credit bureaus and other parties dealing with evaluating creditworthiness or to disclose information to third parties and the respective party has the right to register the Renter's breach of a financial commitment arising from this Rental Agreement in a corresponding (payment default) register (while disclosing, inter alia, the name, identification number and amount due).

21 CONFIRMATIONS OF THE RENTER

21.1 The Renter duly confirms that:

21.1.1 he has submitted correct and up-to-date information about his contact details and other information required by Planet42, including all the information necessary to evaluate his financial situation and payment behaviour, and that the information or documents submitted by the Renter to Planet42 in this regard are truthful, appropriate and reflect the actual situation;

21.1.2 The Renter assures that he has familiarized himself sufficiently with the conditions of this Rental Agreement and understands the consequences resulting from non-compliance with the contractual commitments (including the fact that, in case of a material breach, Planet42 has the right to use legal remedies against the Renter, including demanding a penalty in case of a delay in payments, cancelling this Rental Agreement by termination, demanding the termination fee and recovering the Vehicle), and has made an independent decision to conclude this Rental Agreement on terms therein as the conditions are suitable for his needs and financial situation;

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22 ADDRESSES AND NOTICES

22.1 The parties choose their address for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this agreement, as follows:

22.1.1 The email address of Planet42 as specified in clause 1.1;

22.1.2 The email address of the Renter as specified in clause 1.2.

22.2 Each of the parties shall be entitled from time to time, by written email notice to the other, to vary its email address.

22.3 Any notice given by any Party to another which is transmitted by email address to the addressee at the addressee's email address for the time being shall be presumed, until the addressee proves the contrary, to have been received by the addressee on the first business day after the date of successful transmission thereof.

22.4 In case the Renter has changed his contact information during the validity of this Rental Agreement and has not informed Planet42 according to the provisions of clause 11.11.5 of this Rental Agreement, the notification sent by Planet42 as per this clause 22 (or by mail or registered post) is considered to be received by the Renter even if it is actually delivered according to the contact information noted in clause 1.2 or contact information most recently reported to Planet42 by the Renter in accordance with this Rental Agreement.

23 INDEMNIFICATION AND DAMAGES SUFFERED BY THE RENTER

23.1 The Renter or his estate shall defend, indemnify and hold harmless Planet42, its parent, subsidiary and affiliated companies and its and their officers and employees, from and against any and all damages, loss, theft, or destruction of any vehicle and against all losses, liabilities, damages, injuries, claims, demands, costs and expenses of every kind and nature, including legal fees and disbursements arising out of and in connection with the use, condition or operation of the Vehicle during the duration of the rental.

23.2 The Renter or his estate shall indemnify and hold Planet42 harmless regarding any fines, forfeitures, damages or penalties resulting from violation of such Road Traffic, Municipal or other authority statutes, laws, ordinances, rules, regulations.

23.3 Planet42 shall not be responsible to the Renter, or its agents, servants, or employees, for loss of business or other damage caused by any interruption of the service herein to be furnished by Planet42, or by time lost in the repairing or replacing of the Vehicle, nor for any loss, injury or damage arising out of or relating to Planet42's failure to deliver the Vehicle pursuant hereto by reason of strikes or other causes beyond control of Planet42 nor for any other losses or damages sustained by the Renter hereunder except as specifically provided in Planet42's undertakings in this Rental Agreement. Planet42 assumes no liability or responsibility for any acts or omissions of the Renter or of the Renter's agents, servants, or employees, or for any property of the Renter, its agents, servants or employees or any other persons, property which is damaged, lost or stolen in or from the Vehicle.

24 CONSENT TO A CREDIT CHECK AND PERSONAL INFORMATION

24.1 The Renter hereby voluntarily provides his consent for any credit or reference check to be carried out on him/her. The Renter further acknowledges that such reference check is not an infringement on any of his fundamental rights.

24.2 The Renter acknowledges that Planet42 can process, use and store the Renter's personal information. This includes keeping such data outside the borders of South Africa, as per the requirements of the law.

24.3 By signing this Rental Agreement, the Renter certifies that he has examined how Planet42 processes personal information, has

thoroughly understood them and agrees that the information disclosed to Planet42 (including the name, contact information and address, information about income and financial commitments) and information gathered from third parties by Planet42 about the payment behaviour of the Renter and other information necessary for conclusion of the agreement will be processed in the manner and extent set out in this Rental Agreement.

24.4 Planet42 processes (inter alia, collects from the Renter and third persons) the personal information of the Renter for the following purposes in the extent and amount necessary to accomplish them:

24.4.1 evaluating the creditworthiness and payment behaviour of the Renter;

24.4.2 processing the rental application of the Renter;

24.4.3 delivering information, advertisements, offers etc. to the Renter for marketing purposes. The Renter has the right to choose the notifications and offers received from Planet42 and to refuse to receive offers from Planet42 without personally requesting it. Instructions on how to refuse further offers and advertisements are disclosed with the offer or advertisement;

24.4.4 writing credit analyses and reports;

24.4.5 organizing marketing and consumer habits research and direct marketing;

24.4.6 drawing up statistics and analysing customer data and trends from time to time.

24.4.7 Planet42 can authorize a third party to handle the personal information of the Renter on the condition that Planet42 has concluded an agreement with such a third party, according to which the third party undertakes to keep the processed personal information confidential and ensure the fulfilment of commitments extending to the third party.

24.5 In addition to the persons set out by legislation, Planet42 can provide the personal information of the Renter:

24.5.1 to enterprises belonging to the same consolidation group with Planet42 and to Planet42's business partners (including legal and other advisers and consultants) to whom it is required by the purposes and conditions set out in this Rental Agreement to provide the respective information;

24.5.2 to agents, representatives, and partners of Planet42 to whom Planet42 has trusted the precontractual proceedings or the proceedings related to executing this Rental Agreement;

24.5.3 Subject to paragraph 20, to third parties to whom the claims arising from this Rental Agreement have been ceded, to the potential claim acquirers before claim acquisition and to other third parties;

24.5.4 to credit bureaus and other similar parties dealing with disclosing the information to third parties to enable evaluating the creditworthiness or other similar purpose, including persons organizing payment defaults register or other credit transactions or assessments.

25 NO REPRESENTATIONS

25.1 There are no representations, expressed or implied, by Planet42 to the Renter, except as contained in this Rental Agreement, and Planet42 shall not be liable for any loss or damage to the Renter, nor to anyone else, of any kind and howsoever caused, whether by the Vehicle, or the repair, maintenance, or equipment of the Vehicle, or by the failure of the Vehicle, or interruption of service or use of the Vehicle rented under this Rental Agreement.

26 WHOLE AGREEMENT

26.1 This Rental Agreement 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 herein are binding on the parties.

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26.2 No addition to or variation, consensual cancellation or novation of this Rental Agreement and no waiver of any right arising from this Rental Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

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

26.4 If any one or more of the provisions of this Rental Agreement shall be declared or adjudged (formally or informally) by competent authority to be illegal, invalid or unenforceable under any law applicable in any jurisdiction in which this Rental Agreement is to be implemented:

26.4.1 that provision shall be deemed for all purposes to be severable from all the other provisions of this Rental Agreement, which provisions shall continue in force unaffected; and

26.4.2 this Rental Agreement thus continuing shall (subject and without prejudice to any appeal to higher authority as to the status of that provision) exclude the offending provision but, if such deletion substantially affects or alters the commercial basis of this Rental Agreement, the Rental Agreement, including such provision, shall be amended in such manner as the Parties shall in good faith agree which will, while not being void or unenforceable, most nearly achieve the object of the allegedly void or unenforceable provisions.

26.5 If any part or portion of this Rental Agreement is deemed or declared to be prohibited practise or similar in terms of the Consumer Protection Act, National Credit Act or other legislation and regulation, the effect of which is to adversely affect the rights of Planet42 to receive rental payments or any other nature of payments or enforce its rights, the parties have agreed and will favour an interpretation placing the substantially in the same position as they were before or as similar as possible.

26.6 Regardless of clause 27.2, Planet42 has the right to unilaterally modify the general terms of this Rental Agreement which include paragraphs 20, 21, 22, 23, 24, 25, 26 and 27. Planet42 will inform the Renter of the intended modifications at least 1 (one) month before the date of the modifications entering into force by publishing the modifications/new redactions on the website of Planet42 and by delivering the modifications / new redactions to the Renter by email or mail, with which the obligation of Planet42 to notify the Renter is regarded fulfilled. If the Renter does not accept the modifications, he has the right to withdraw from this Rental Agreement by submitting a corresponding notification as per paragraph 15 and fulfilling all the amounts due arising from this Rental Agreement towards Planet42 beforehand. Planet42 has the right to unilaterally modify the penalty fees, administrative or other fees, disclosing such fees on the website of Planet42 at least 1 (one) month before the date when the modifications enter into force.

27 GOVERNING LAW AND JURISDICTION

27.1 The laws and regulations of the Republic of South Africa govern this Rental Agreement.

27.2 The Renter agrees and consents to the jurisdiction of the Magistrate's Court regardless of the value of the dispute, unless decided otherwise by Planet42.

28 AUTHORITY AND ACKNOWLEDGEMENT

28.1 The persons signing this Rental Agreement on behalf of Planet42 and the Renter expressly warrant their authority to do so.

29 EXECUTION

29.1 The terms of this Rental Agreement are accepted on the signing date and place in the presence of the witness recorded here-in.

29.2 The Renter acknowledges that he has read and understands the terms and conditions of this Rental Agreement and has no objection thereto

29.3 For Inclusion South Africa (Pty) Ltd trading as Planet42 this Agreement is signed by a duly authorized representative of Planet42 on the signing date which is listed on the first page.

29.4 For the Renter this Agreement is signed on the signing date which is listed on the first page.

OPTION TO PURCHASE AGREEMENT

(agreement number 2112100693)

between

INCLUSION SOUTH AFRICA (PTY) LTD t/a PLANET42

(registration number 2017/256375/07)

(referred to as "**Planet42**")

and

(referred to as "**Buyer**")

dated and signed **11-Dec-2021**

1 AGREEMENT DETAILS

1.1 Planet42 details:

Company name:	Inclusion South Africa (Pty) Ltd
Reg. no.	2017/256375/07
VAT no.	4170278917
Postal address.:	P.O. Box 26403, Monument Park, Pretoria, Gauteng, 0105
Account name:	Inclusion South Africa (Pty) Ltd
Account number:	4092479790
Bank:	ABSA Bank
Branch number:	632005
Payment reference:	Rental agreement 2112100693
Email:	info@planet42.com

1.2 Buyer details:

Full name:	
ID number:	
Address:	
Postal code:	
Email:	
Phone:	
Login user name:	
Login password:	The password is sent to your email at the signing of this Agreement. You can also recover your email from our website www.planet42.com

1.3 Vehicle in consideration:

Vehicle:	NISSAN X-TRAIL M1G 2010
Engine no.:	
Chassis number:	

1.4 Purchase price of the Vehicle (non-binding):

Purchased at:	Purchase price (estimated, non-binding, incl. of VAT)
Final Price (60+ months from signing date)	5000 ZAR
48 months from signing date	83004 ZAR
36 months from signing date	122514 ZAR
24 months from signing date	143494 ZAR
12 months from signing date	154634 ZAR
6 months from signing date	158056 ZAR

The Vehicle can be purchased at any time, the amounts in this table in this clause 1.4 are solely indicative and non-binding.

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2 DEFINITION AND INTERPRETATION

2.1 In this Agreement unless the context clearly indicates a contrary intention-

2.1.1 An expression which denotes-

2.1.1.1 any gender includes the other genders;

2.1.1.2 a natural person includes an artificial person and vice versa;

2.1.1.3 the singular includes the plural and vice versa.

2.2 The following terms will have the meanings assigned to them:

2.2.1 **“Final Price”** means the purchase price amount of ZAR 5,000 (five thousand rand), inclusive of VAT, for the Buyer to purchase the Vehicle from 60 (sixty) or more months from the signing date of this Agreement;

2.2.2 **“NaTIS Document”** means the South African certificate of registration of a motor vehicle that is issued to the title holder of a motor vehicle as per the National Road Traffic Act;

2.2.3 **“Agreement”** means this option Agreement together with all its annexures (if any) granting the Buyer a right but not an obligation to acquire the Vehicle;

2.2.4 **“Parties”** means Planet42 and the Buyer and any reference to “a party” shall refer to one of the relevant parties as required by the context;

2.2.5 **“Vehicle”** means the unique and specific vehicle in clause 1.3 as selected by the Buyer to be the specific vehicle applying to this Agreement.

3 INTRODUCTION

3.1 Planet42 hereby grants the Buyer an option to purchase the Vehicle.

3.2 The Buyer will be entitled to exercise the option at any time during the period at which time the Vehicle’s title deed or control of the Vehicle’s title deed is with Planet42.

3.3 Planet42 has the right to cancel this Agreement at any time resulting in the Buyer having no right or title to the Vehicle in the event of:

3.3.1 the Buyer failing to exercise the option within the period referred to in clause 3.2 above, or;

3.3.2 Planet42 exercising its right as per clause 10.1.

4 PURCHASE PRICE

4.1 The purchase price for the Vehicle, will be the purchase amount reflected in:

4.1.1 the client login area at www.planet42.com or;

4.1.2 as indicated to the Buyer by Planet42 in an email upon the Buyer’s request by written email notice.

4.2 The Purchase price payable by the Buyer shall be inclusive of value-added tax as far as it is applicable.

4.3 For the Buyers ease of reference, a non-binding purchase price estimation table is attached hereto in clause 1.4. The attached table is merely an estimation and in no way binding or enforceable, the binding purchase price will always remain the purchase amount as per clause 4.1 above at the time the option is exercised

4.4 The purchase price includes either:

4.4.1 The Buyer agreeing to take over from Planet42 and to the

Buyer’s name any fixed-term services by Planet42 upon the exercise of this Agreement such as fixed-term tracking device, insurance, motor warranty or similar services, or;

4.4.2 Planet42 exercising its right to charge cancellation fees related to any fixed-term services regarding the Vehicle such as tracking device, insurance, motor warranty or similar service fees as part of the purchase price in clause 4.1.

5 OPTION

5.1 The Buyer will have no obligation to exercise the option in terms of this Agreement.

5.2 The option, if exercised by the Buyer in terms of this Agreement, will only become effective and binding on the parties in the event of the Buyer:

5.2.1 accepting the purchase price in writing, or;

5.2.2 accepting the purchase price electronically in the client login area at www.planet42.com, or;

5.2.3 transferring the purchase price to the bank account of Planet42.

6 PAYMENT

6.1 The purchase amount referred to in paragraph 4 above will be payable via an electronic funds transfer, card payment or any other electronic method as indicated by Planet42 into the bank account specified in clause 1.1.

6.2 The purchase amount will be payable into the above banking account, within 48 (forty-eight) hours from the date on which the option was accepted by the Buyer in writing or electronically in the client login area at www.planet42.com

7 NATIS DOCUMENT

7.1 In the event of the payment amount being received by Planet42 in accordance with the terms of this Agreement, the Buyer will:

7.1.1 cover all costs related to the change in ownership documentation, and;

7.1.2 collect the NaTIS Document together with all necessary power of attorneys to implement the title deed change from the address communicated to the Buyer by Planet42. The Buyer will pay for courier service fees (if any).

7.2 The payment of the purchase price by the Buyer will confirm the Buyer’s acceptance of the condition of the vehicle which forms the subject of this option agreement.

7.3 All risks, rights and title to the vehicle will pass to the Buyer, as soon as the entire purchase price has been paid in accordance with paragraph 6 of this Agreement.

8 ADDRESSES AND NOTICES

8.1 The parties choose their address for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement, as follows:

8.1.1 The email address of Planet42 as specified in clause 1.1;

8.1.2 The email address of the Buyer as specified in clause 1.2.

8.2 Each of the parties shall be entitled from time to time, by written email notice to the other, to vary its email address.

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8.3 Any notice given by any party to another which is transmitted by email address to the addressee at the addressee's email address for the time being shall be presumed, until the addressee proves the contrary, to have been received by the addressee on the first business day after the date of successful transmission thereof.

8.4 In case the Buyer has changed his contact information during the validity of this Agreement and has not informed Planet42, the notification sent by Planet42 as per this clause 8 is received by the Buyer even if it is actually delivered according to the contact information noted in clause 1.2 or contact information most recently reported to Planet42 by the Buyer in accordance with this Agreement.

9 BREACH

9.1 Should the Buyer breach or otherwise be in default of any of its obligations under or in terms of this Agreement and remain in default or fail to remedy such breach within 5 (five) days of receipt of written email notice calling upon it to do so, Planet42 will be entitled, but not obliged, in addition to any other rights which it may have or remedies which may be available to it:

9.1.1 to cancel this Agreement forthwith, with or without claiming damages;

9.1.2 to obtain an order against such defaulting party for specific performance with or without claiming damages;

9.1.3 to claim such damages as it may have suffered in lieu of specific performance, together with all amounts owing under or in terms of this Agreement, whether or not such amounts have become due for payment.

10 TRANSFER AND CESSION

10.1 Planet42 has the right to assign this Agreement between itself and the Buyer partially or entirely to third parties.

11 GENERAL

11.1 This Agreement 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 herein are binding on the parties.

11.2 No addition to or variation of this Agreement or this clause and no waiver of any right arising from this Agreement or this clause shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representatives.

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

11.4 If any one or more of the provisions of this Agreement shall be declared or adjudged (formally or informally) by competent authority to be illegal, invalid or unenforceable under any law applicable in any jurisdiction in which this Agreement is to be implemented:

11.4.1 that provision shall be deemed for all purposes to be severable from all the other provisions of this Agreement, which provisions shall continue in force unaffected; and

11.4.2 this Agreement thus continuing shall (subject and without prejudice to any appeal to higher authority as to the status of that provision) exclude the offending provision but, if such deletion substantially affects or alters the commercial basis of this Agreement, the Agreement, including such provision, shall be amended in such

manner as the Parties shall in good faith agree which will, while not being void or unenforceable, most nearly achieve the object of the allegedly void or unenforceable provisions.

11.5 The parties acknowledge that they have not been influenced in entering into this Agreement by any warranty or representation except those contained in this Agreement.

11.6 The parties acknowledge that they have acquainted themselves with all facts relevant to this Agreement and neither party shall be liable for non-disclosure of any material information.

11.7 The Buyer acknowledges that he has inspected the Vehicle, which is sold as is or voetstoots.

11.8 The parties undertake at all times to do all such things, perform all such actions and take all such steps and to procure the doing of all such steps as may be open to them and necessary for or incidental to the fulfilment of the suspensive conditions and the implementation of the terms, conditions and/or import of this Agreement.

12 GOVERNING LAW AND JURISDICTION

12.1 The laws and regulations of the Republic of South Africa govern this Agreement.

12.2 The Buyer agrees and consents to the jurisdiction of the Magistrate's Court regardless of the value of the dispute, unless decided otherwise by Planet42.

13 AUTHORITY AND ACKNOWLEDGEMENT

13.1 The persons signing this Agreement on behalf of Planet42 and the Buyer expressly warrant their authority to do so.

14 EXECUTION

14.1 The terms of this Agreement are accepted on the signing date and place in the presence of the witness recorded here-in.

14.2 The Buyer acknowledges that he has read and understands the terms and conditions of this Agreement and has no objection thereto.

14.3 For Inclusion South Africa (Pty) Ltd trading as Planet42 this Agreement is signed by a duly authorized representative of Planet42 on the signing date which is listed on the first page.

14.4 For the Buyer this Agreement is signed on the signing date which is listed on the first page.