

Rental contract for the accommodation facility

Contracting Parties:

Client: Mendel University in Brno, Faculty of Forestry and Wood Technology

Person authorized to act for the contracting authority: prof. Dr. Ing. Libor Jankovský, Dean

Operator: doc. Dr. Ing. Jindřich Pavliš, Project Coordinator

with its registered office: Zemědělská 3, 613 00 Brno

Company ID: 621 56 489

Contact person in matters of performance of contracts: XXXXX

Telephone: XXXXX

E-mail: XXXXX

Banking: XXXXX

Account number: XXXXX

(hereinafter referred to as the "lessee")

and

Provider: Eworxenergy Zambia Limited

Represented: Mr. Alfred van Vuuren

Based: Plot no F2062/C, Ngwerere Road, Lusaka Zambia

ID: with company registration number 120150136697

Tax ID: 1003881306

Bank account: XXXXX, Account number XXXXX

Contact person: XXXXX

Telephone: XXXXX

Email: XXXXX

Data box: XXXXX

(hereinafter referred to as the "Lessor")

(the lessor, the tenant also individually also as "the contracting parties")

AND.

Introductory provisions

1. The Contracting Parties have entered into this lease agreement for the accommodation facility on the following day, month and year. The landlord declares that the landlord is the owner of the property to fill in the address
2. The Contracting Parties declare that their identification data contained in the title of the contract are in accordance with the legal facts at the time of the conclusion of this Agreement. The Contracting Parties undertake to notify the other Contracting Party in writing without delay of changes in the data concerned.

4. The Lessor leaves the tenant to use the accommodation facility which is suitable for accommodation of at least 30 persons and is equipped with sanitary facilities including showers. The landlord declares that the landlord with the name of the landlord will be added at distance x km by the landlord from Kaisi Agriculture Center in the Republic of Zambia.

5. The Contracting Parties declare that the persons signing the contract are entitled to this act.

II.

Purpose of the contract

1. The Lessee is entitled to use accommodation facilities that will serve as accommodation and training facilities for a minimum of 30 people within the project "Sustainable Food Production in Sub-Saharan Africa's Climate Conditions".

2. The Lessee declares that he has fully acquainted with the status of the accommodation facility before signing this contract and declares that the non-residential premises in question are suitable for the agreed purpose of the lease.

III.

The basic obligations of the landlord and tenant

1. The Lessor undertakes to provide services properly under Article II. contracts in the terms agreed in Article V. of the Treaty.

2. The Contracting Parties undertake to cooperate with each other and to provide all information necessary for the proper performance of their obligations. The Contracting Parties are required to inform each other in writing of any facts which are or may be relevant to the proper performance of the contract.

IV.

Handing over the accommodation

1. The Lessee declares that he has become familiar with the status of the rented accommodation and declares that they meet his requirements.

2. The renter undertakes to hand over the premises after the lease ends in the same condition he has assumed, taking into account the usual wear and tear.

IN.

Performance time

1. The contract is concluded for the period from 1.12.-31.12.2018.

VI.

Amount of rent

1. The amount of the rent shall be:

15.290,43 USD without VAT

(incl.) VAT not applicable USD VAT
15.290,43 USD incl. VAT

3. The above price is maximum possible and includes all the costs of the landlord associated with the performance of the subject of the public contract.

VII.

Payment Terms

1. The Lessee undertakes to pay the rent in advance, based on the issued invoice - the invoice.
2. If the Provider is not domiciled in the Czech Republic, VAT is not payable and VAT is due to the Customer. The price referred to in Article 2 of this Agreement is stated without VAT, it is the maximum admissible and can not be exceeded under any conditions. The amount of the fee is final and includes all costs associated with the agreed and specified scope of performance.
3. The due date of the invoice is 30 days from the date of delivery to the address of the lessee. The tax document shall contain the particulars of a tax and accounting document in accordance with the legal regulations in force at the place of the lessor's place of business.

VIII.

Place of performance

1. The place of accommodation is XXXXX, Republic of Zambia

IX.

Other rights and obligations of the parties

1. The Lessee undertakes to keep the accommodation facility in good condition during the lease and at the same time undertakes to use the accommodation in question exclusively in accordance with this contract.
2. The renter is obliged to notify the lessor in writing of the need for repairs to be performed by the lessor and to allow for the execution of these and other necessary repairs, otherwise the lessee is responsible for any damage that the lessor has failed to fulfill this obligation.

X.

Contract termination

1. This Agreement may be terminated by agreement of the Parties.
3. It is possible to withdraw from this agreement if the treaty, the law or the law so permits her substantial violation.

XI.Sanctions

1. If the lessee is in default with the payment of the invoice, the lessor is entitled to charge the lessee a contractual penalty of 0.05% for each calendar day of delay until the payment of the amount due.
2. If the Lessor fails to submit the accommodation in time, ie on December 1, 2018, the Lessee is entitled to charge a contractual penalty of 0.05% of the rent for each day of delay with the transfer of the accommodation space.
3. The contractual penalties and interest under this Agreement shall be payable on the basis of a written request by the Beneficiary Party to the Requested Party. In the case of default of the obligated Contracting Party with the payment of a contractual penalty, the eligible Contracting Party shall be entitled to charge interest for late payment at the amount stipulated by the law.

XII. Other Arrangement
1. The rights and obligations of the parties expressly provided for in this Contract not governed by this Agreement shall be governed by the relevant provisions of the Civil Code.
2. The contract shall be drawn up in three copies, each of which shall be authentic. Two copies of the contract will be received by the client, one copy will be received by the provider.
3. The Agreement may be amended only by agreement of the Contracting Parties in the form of written numbered amendments to this Agreement, signed by the authorized representatives of both Contracting Parties.
4. The contract shall become effective and effective on the date of publication of the contract in the contract register.
5. The parties agree that they have become acquainted with the contents of the agreement before signing it, agreeing to it and that the contract has been concluded on the basis of their true and free will, certainly, seriously and comprehensibly. They sign their signatures to confirm their agreement.
6. The Landlord acknowledges that the contract will be published in the register of contracts established pursuant to Act No. 340/2015 Coll., On the Register of Contracts, as amended. The Lessor declares that this Agreement does not contain the information that forms the subject of his business secret pursuant to Section 504 of Act No. 89/2012 Coll., The Civil Code, as amended. Publication of the contract in the register of contracts shall be provided by the lessee.

In Brno on 1. 12. 2018

In Lusaka on 30. 11. 2018

For the provider for

prof. Dr. Ing. Libor Jankovský, Dean

doc. Dr. Ing. Jindřich Pavliš Project Coordinator.....

For the customer

Mr Alfred van Vuuren

| Attachment no. 1 - technical specification | | |
|---|-----------------------------|------------------------------------|
| Item | expected price (USD) | offer by the supplier (USD) |
| accommodation facilities for trained persons, incl. accommodation of trainers and organizers - min. capacity of 30 people, including toilets and spas, including training facilities within 10 km from Kasisi Agricultural Center | 15920,00 | 15290,43 |
| součet: | 15920,00 | 15290,43 |